



# EAST PALO ALTO CITY COUNCIL REGULAR SESSION **AMENDED** AGENDA

Tuesday, April 21, 2026, 6:00 PM  
EPA Government Center  
2415 University Avenue, First Floor  
East Palo Alto, CA 94303

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## NOTICE

This meeting will be held virtually and in-person at the Council Chambers located on 2415 University Ave, First Floor East Palo Alto, CA 94303. The virtual portion of this City Council meeting will be conducted in accordance with City of East Palo Alto Resolution adopted pursuant to Assembly Bill 361.

The public may participate in the City Council Meeting via Zoom Meeting or by attending in-person in the Council Chambers at 2415 University Ave, First Floor East Palo Alto, CA 94303. Community members may provide comments by emailing [cityclerk@cityofepa.org](mailto:cityclerk@cityofepa.org), submitting a speaker card at the meeting, or using the **RAISE HAND** feature when the Mayor or City Clerk call for public comment. Emailed comments should include the specific agenda item on which you are commenting.

Please click this URL to join

<https://us06web.zoom.us/j/82903903442>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or  
+ 1 346 248 7799 or  
+ 1 253 215 8782 or  
+ 1 312 626 6799 or  
+ 1 929 205 6099 or  
+ 1 301 715 8592

Webinar ID: 829 0390 3442

International numbers available: <https://zoom.us/u/aMWYF4KT>

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1. **CALL TO ORDER AND ROLL CALL**
2. **APPROVAL OF THE AGENDA**
3. **APPROVAL OF CONSENT CALENDAR**

3.1

**Monthly Cash Treasury Report for February 2026**

**Recommendation:**

Accept and file the Cash Treasury Report for the month of February 2026.

3.2 **Adoption of Chapter 5.76 – Sidewalk Vendors Ordinance**

**Recommendation:** By motion:

1. Waive the second reading and adopt an ordinance adding a new Chapter 5.76, Sidewalk Vendors, to update and clarify regulations governing sidewalk vending in the City of East Palo Alto, repeal the prior Chapter 5.76, Vending, make various other conforming amendments to the East Palo Alto Municipal Code as noted in the ordinance, and any amendments proposed by Council; and
2. Find that the proposed action is not subject to the California Environmental Quality Act (“CEQA”) because it is not a “project” pursuant to CEQA Guidelines section 15061(b)(3), or alternatively, it is exempt pursuant to Sections 15301 (Existing Facilities); 15304 (Minor Alterations to Land) (e) for minor temporary use of land having negligible or no permanent effect on the environment; 15305 (Class 5 –Minor Alterations to Land Use Limitations), or 15308 (Actions by Regulatory Agencies for Protection).

3.3

**A List of Projects for Fiscal Year 2026-27 funded by Senate Bill 1 (SB1) Road Repair and Accountability Act of 2017**

**Recommendation:**

Resolution Adopting a List of Projects for Fiscal Year 2026 -27 funded by Senate Bill 1 (SB1) Road Repair and Accountability Act of 2017

3.4 **Authorization to Amend the Professional Services Agreement with The Lew Edwards Group for Engagement, Communications, and Fiscal**

## **Sustainability Planning Services**

**Recommendation:** Authorize the City Manager to amend the agreement with The Lew Edwards Group to increase the scope of services and increase the total not-to-exceed compensation by \$95,750, for a total not-to-exceed amount of \$150,750.

### **3.5 Minutes of the April 7, 2026 Meeting**

**Recommendation:** Adopt the minutes of the April 7, 2026, meeting.

### **3.6 Jones Mortuary Proclamation**

**Recommendation:** Present the proclamation.

### **3.7 Agreement with ARC TEC, Inc. for City Hall Entitlement Revision at 2535 Pulgas Avenue**

**Recommendation:** Adopt a resolution:

1. Finding that approval of a professional services agreement with ARC TEC, Inc., for architectural services to amend the previously approved City Entitlements at 2535 Pulgas Avenue is exempt from the City's Purchasing Ordinance pursuant to the East Palo Alto Municipal Code Section 2.84.060 (Exemptions), subdivision (B)(17) (Exemptions Established By Law)(sole source);
2. Appropriating \$454,535 from the committed General Fund balance of \$20 million previously allocated by the Council for the Civic Center project;
3. Authorizing the City Manager to execute the agreement with ARC TEC, Inc in an amount not-to-exceed \$454,535 for Phase 2 – Revised Design Services, in a form approved by the City Attorney; and
4. Finding the proposed action complies with the California Environmental Quality Act (CEQA) pursuant to a Mitigated Negative Declaration and Final Environmental Impact Report for the Ravenswood Business District Specific Plan Update (2024).

### **3.8 Cinco de Mayo Proclamation**

**Recommendation:**

Present the proclamation.

## **4. CLOSED SESSION**

## **5. PUBLIC COMMENT**

## **6. INFORMATIONAL REPORTS**

### **6.1 Emergency Preparedness Program Update**

**Recommendation:** Receive an informational report from staff regarding the City's Emergency Preparedness Program progress and provide direction on

the overall program.

**7. SPECIAL PRESENTATIONS**

**7.1 Connect Bay Area Act (SB 63) Informational Presentation**

**Recommendation:**

Receive an informational report from SamTrans staff concerning Connect Bay Area Act (SB 63).

**7.2 Leland Francois Presentation**

**8. PUBLIC HEARINGS**

**8.1 Development Code Text Amendment (ZTA25-002) to amend various Chapters and Sections of Title 18 (Development Code) of the East Palo Alto Municipal Code**

**Recommendation:**

By motion, waive the first reading and introduce an ordinance (Attachment 1):

1. Amending the Title 18 (Development Code) of the East Palo Alto Municipal Code to:
  - a. Repeal, replace and amend its various Chapters and Sections of the Development Code regarding site design, architectural standards, definitions, typographical errors, corner lot standards, refueling and service stations, setbacks of multi-family zones, trees removals by government/quasi-government entities, accessory structures, Temporary Use Permits (TUPs), alcohol sales at bonafide eating establishments, Conditional Use Permits (CUPs) for public and private schools, Home Occupations, and other areas as set forth therein.
  - b. Find the proposed Zoning Text Amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3) (common sense exemption), 15378(b)(5) (Not a Project), and 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act (CEQA) Guidelines

**9. POLICY AND ACTION**

**9.1 Continued use of Automated License Plate Recognition Systems for Enhanced Public Safety**

**Recommendation:**

By motion, affirm authorization to continue using Flock Safety (Automated License Plate Reader (ALPR) services via a new agreement for a term of one-

year with 2024 pilot study terms for an amount not to exceed \$92,000.00, ending in December 2026.

**9.2 Amendment to City Council Code of Ethics and Conduct – Section 7: City Council Agenda Setting**

**Recommendation:**

Adopt Resolution amending Section 7 of the City Council Code of Ethics and Conduct for Elected and Appointed Officials (Resolution No. 67-2024) to:

1. Clarify the agenda setting process,
2. Confer upon the Mayor, as presiding officer, ultimate decision making authority on agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints,
3. Establish a process for councilmembers to add items to the agenda and rules governing disputes over the same; and
4. Make any other amendments the Council directs from the dais.

**9.3 Parking Citation Fee Update**

**Recommendation:**

Adopt a resolution:

1. Amending the City of East Palo Alto parking citation fee schedule to align with regional jurisdictions and improve compliance with parking regulations (Attachment 2) pursuant to Section 40203.5(a) of the California Vehicle Code; and
2. Find that the proposed action is not subject to the California Environmental Quality Act (“CEQA”) because it is not a “project” pursuant to CEQA Guidelines section 15061(b)(3), or alternatively, it is exempt pursuant to Section 15321 (Enforcement Actions).

**10. COUNCIL REPORTS**

**10.1 The importance of reconsidering the 3-year FLOCK Cameras contract. Report by Vice Mayor Abrica.**

**11. ADJOURNMENT**

**Upcoming meetings:**

Regular Meeting	May 5, 2026	6:00 PM
Budget Meeting	May 12, 2026	6:00 PM
Regular Meeting	May 19, 2026	6:00 PM

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This AGENDA is posted in accordance with Government Code Section 54954.2(a)

***This Notice of Availability of Public Records: All public records relating to an open session item which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to the majority of the City Council will be available for public inspection at the City Clerk's Office, 2415 University Avenue, East Palo Alto, CA at the same time that the public records are distributed or made available to the City Council. Such documents may also be available on the East Palo Alto website [www.cityofepa.org](http://www.cityofepa.org) subject to staff's ability to post the documents prior to the meeting. Information may be obtained by calling (650) 853-3100.***

*The City Council meeting packet may be reviewed by the public in the Library or the City Clerk's Office. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection at the front counter at the City Clerk's Office, 2ND Floor, City Hall, 2415 University Avenue, East Palo Alto, California 94303 during normal business hours. Information distributed to the Council at the Council meeting becomes part of the public record. A copy of written material, pictures, etc. should be provided for this purpose.*

*East Palo Alto City Council Chambers is ADA compliant. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office at (650) 853-3127 no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof.*

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#### DECLARATION OF POSTING

This Notice is posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the City website. Under penalty of perjury, this Agenda was posted to the public at least 72 hours prior to the meeting.

POSTED: April 10, 2026  
AMENDED: April 15, 2026

ATTEST:

***James Colin***

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



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Tomohito Oku, Finance Director  
Jessica Y Caballero, Financial Services Manager  
Esther Aguirre, Senior Accountant

**SUBJECT:** Monthly Cash Treasury Report for February 2026

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## **Recommendation**

Accept and file the Cash Treasury Report for the month of February 2026.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability

## **Background**

Pursuant to Section 53646 of the Government Code of the State of California, the City Treasurer may submit a quarterly report to the City Council regarding the funds and investments of the City. Further, City Investment Policy Section XVIII requires monthly reporting of investment transactions, as specified. Because the City participates in State and County investments pools and does not independently broker or engage outside investment advisors to transact investments, the monthly reporting provides a snapshot of overall cash receipts, transfers, and disbursements.

## **Analysis**

The Monthly Cash Treasury Report (“Report”) covers cash and investments of the City in the four cash and investment accounts: Wells Fargo Bank, San Mateo County Pool, California State Local Agency Investment Fund, and the California Asset Management Program (CAMP). The

## CONSENT ITEM 3.1

Report does not include petty cash, or the California State Community Infrastructure Program (SCIP) bond proceeds held by a trustee in the name of the City. For investment purposes, City cash is pooled, except for bond proceeds held by a trustee. The City does not have, nor is it legally required to have, separate bank accounts for each individual fund. However, all cash is segregated in the City's accounting records. Monthly cash transactions for the monthly period ending February 28, 2026, are as follows:

Account	Beginning Balance	Receipts	Disbursements	Interest Allocation	Inter-Account Transfers	Ending Balance
Wells Fargo Bank	1,233,619.84	2,185,755.93	(3,528,984.12)	-	4,202,255.00	4,092,646.65
LAIF	24,260,807.61	-	-	-	-	24,260,807.61
San Mateo County Pool	56,506,191.56	9,761.88	(114.90)		(4,202,255.00)	52,313,583.54
CAMP	102,428,057.59	-	-	300,769.99	-	102,728,827.58
<b>Total</b>	<b>184,428,676.60</b>	<b>2,195,517.81</b>	<b>(3,529,099.02)</b>	<b>300,769.99</b>	<b>-</b>	<b>183,395,865.38</b>

The Wells Fargo cash balance reflects the book value balance (i.e., total outstanding checks not cashed are deducted from the account balance). The month-to-date cash and investment balance decreased by approximately \$1.0M compared to the balance as of January 31, 2026.

February receipts totaled approximately \$2.2M, consisting primarily of HDL (\$0.9M), Other Tax Distributions (\$0.4M), Veolia payments (\$0.2M), Four Seasons Hotel Transient Occupancy Tax (\$0.2M), PG&E (\$0.1M) and other various receipts.

February disbursements totaled approximately \$3.5 million, consisting primarily of payroll costs (\$1.5M), Villalobos Associates payment for the Pulgas Avenue Mini Round About Project (\$0.7M), Interest payment on the 2015A refunding bonds (\$0.2M), West Sanitary District maintenance services (\$0.2M) and other recurring operating expenditures.

The table below reflects recent treasury yield comparisons up to five-year notes since that is the maximum maturity the City may invest<sup>1</sup>:

	Feb-26	Jan-26	Feb-25
6-Month Treasury Bill	3.51	3.52	4.14
2-Year Treasury Note	3.38	3.52	3.99
5-Year Treasury Note	3.51	3.79	4.03

Local Agency Investment Fund (LAIF) average monthly effective yields were 3.871% in February 2026 compared to 3.931% in January 2026. San Mateo County monthly gross earnings for February 2026 were 3.89% compared to 4.04% in January 2026. The estimated County Pool earnings for FY 25-26 are 3.75%. As of February 2026, the current annualized yield for California Asset Management Program (CAMP) is 3.83% compared to 3.85% in January 2026.

Staff believes the City has investment liquidity and anticipated revenues to meet the City's anticipated expenditure requirements for the ensuing six months. The following table shows a

<sup>1</sup> Daily US Treasury Yield Curve. Treasury.gov

## CONSENT ITEM 3.1

breakdown of cash and investment balance by fund type.

Summary February 28, 2026		
	Deposit Value	Market Value
General Fund (Inc. Petty cash of \$10,800)	\$ 48,441,129	\$ 48,441,129
General Sub-Funds (Committed/Restricted)	\$ 18,429,511	\$ 18,429,511
City Funds Restricted and Committed	\$ 116,010,465	\$ 116,010,465
Successor Agency Trust	\$ 1,755,626	\$ 1,755,626
Unrealized Gain/(Loss) on Investment Pools	\$ -	\$ 472,647
	<b>\$ 184,636,732</b>	<b>\$ 185,109,379</b>

The deposit market value totals \$185,109,379 including an unrealized gain<sup>2</sup> of \$472,647, reflecting treasury yields during the calendar year. All except for the General Fund balance is restricted by either City Council or external parties for specific purposes. Unrestricted cash and investment balance under General Fund (\$48,441,129) may be used at Council discretion.

### **Fiscal Impact**

There is no fiscal impact for this item. This report is informational.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" pursuant to 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

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<sup>2</sup> Investment Fair Market Value (FMV) factor is provided on a quarterly basis. Thus, as of December 31, 2025, FMV factor is used to calculate Unrealized Gain/(Loss) on Investments.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Denise J. Garcia, Assistant to the City Manager  
Shiri Klima, Assistant City Manager

**SUBJECT:** Adoption of Chapter 5.76 – Sidewalk Vendors Ordinance

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## **Recommendation**

By motion:

1. Waive the second reading and adopt an ordinance adding a new Chapter 5.76, Sidewalk Vendors, to update and clarify regulations governing sidewalk vending in the City of East Palo Alto, repeal the prior Chapter 5.76, Vending, make various other conforming amendments to the East Palo Alto Municipal Code as noted in the ordinance, and any amendments proposed by Council; and
2. Find that the proposed action is not subject to the California Environmental Quality Act (“CEQA”) because it is not a “project” pursuant to CEQA Guidelines section 15061(b)(3), or alternatively, it is exempt pursuant to Sections 15301 (Existing Facilities); 15304 (Minor Alterations to Land) (e) for minor temporary use of land having negligible or no permanent effect on the environment; 15305 (Class 5 –Minor Alterations to Land Use Limitations), or 15308 (Actions by Regulatory Agencies for Protection).

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Land Use, Economic and Workforce Development

## **Background**

On December 2, 2025, staff presented a recommendation to introduce Chapter 5.76, Sidewalk Vendors. During the discussion, City Council requested that staff conduct additional outreach and encourage sidewalk vendors to attend a future City Council meeting to share their perspectives on the draft ordinance. Councilmembers also requested that the ordinance include a verbal warning and a written warning prior to issuing any citations. In addition, Council requested that the ordinance clarify that vendors must comply with existing noise restrictions in the Municipal Code, including those who use generators. The City Council did not introduce the ordinance, with the vote recorded as follows:

AYES: Dinan, Lincoln,  
NOES: Romero  
ABSENT: -  
ABSTAIN: Abrica, Barragan

On February 24, 2026, staff presented a recommendation to introduce Chapter 5.76, Sidewalk Vendors, incorporating amendments to the draft ordinance based on feedback from the December 2, 2025 City Council meeting, including the addition of warnings prior to citations and clarification of noise restrictions. Code Enforcement Officers conducted outreach to local vendors and provided personal invitations to attend the City Council meeting, resulting in several sidewalk vendors participating in the discussion. The City Council introduced the draft ordinance with the following vote:

AYES: Abrica, Barragan, Dinan, Lincoln, Romero  
NOES: -  
ABSENT: -  
ABSTAIN: -

**Analysis**

Staff refined the ordinance consistent with Council direction and vendor concerns from the February 24, 2026, Council meeting, including:

- Allowing the City Manager to establish hours of operation by regulation
- Providing flexibility in general liability insurance requirements

**Next Steps**

To ensure successful implementation, staff developed a phased, education-first approach that prioritizes outreach, accessibility, and compliance assistance prior to the initiation of citations and formal enforcement. This approach follows City Council direction and is consistent with State law and best practices observed in other jurisdictions.

The implementation plan below outlines key milestones. The status is as of the drafting of this report on April 8, 2026:

*Table 1: Implementation Plan*

<b>Dates</b>	<b>Objectives</b>	<b>Departments / Owners</b>
<b>April 13 – 17, 2026</b>	Establish citation protocols for sidewalk vending violations occurring outside standard business hours (Monday–Friday, 9:00 a.m.–5:00 p.m.); align enforcement approach with administrative citation requirements under State and local law	City Manager’s Office (CMO), Police Department (PD), City Attorney’s Office (CAO)
<b>April 20 – 24, 2026</b>	Initiate early awareness outreach to inform sidewalk vendors of upcoming ordinance changes; begin distribution of outreach materials in English and Spanish	CMO, Community & Economic Development Department (CEDD)
<b>April 21, 2026</b>	City Council potential adoption of the Sidewalk Vending Ordinance; launch program webpage with resources; expand outreach and education efforts	CMO, CEDD
<b>April 27 – May 8, 2026</b>	Finalize Sidewalk Vendor Permit Application, Ability-to-Pay Determination Application, and outreach materials; establish internal permit review workflow and interdepartmental coordination procedures	CMO, CEDD, Public Works (PW), Finance
<b>Late April – Early May 2026</b>	Conduct outreach to sidewalk vendors; provide on-site application assistance; continue assessing baseline data (number of vendors, locations, barriers to compliance)	CEDD, County Environmental Health, Renaissance Entrepreneurship Center (REN Center)
<b>Mid-May 2026</b>	Draft Sidewalk Vending Grant Program Guidelines; procure permit stickers for initial rollout and pre-order for next calendar year; develop tracking system for permits, fees, and compliance	CMO, Finance
<b>May 21, 2026</b>	If Council adopts Sidewalk Vending Ordinance, it goes into effect; formal program launch; extended grace period begins, with continued emphasis on education and application assistance	CMO, CAO, CEDD, County Environmental Health, REN Center
<b>Late-May 2026</b>	Soft launch of permitting process; begin accepting and processing applications; provide hands-on support to vendors navigating application requirements	CMO, CEDD, Finance
<b>May – August 2026</b>	Conduct ongoing, multilingual outreach campaign; potential host workshops on permitting, food safety, and business resources via REN Center and/or County Health; and provide one-on-one technical assistance;	CEDD, County Environmental Health, REN Center

<b>September – December 2026</b>	Continue education-first approach; initiate warnings for non-compliance with a focus on high-priority health and safety concerns (e.g., ADA access, fire lanes); continue outreach to vendors	CMO, PD, CEDD
<b>January – March 2027</b>	Maintain education and compliance support; conduct internal program check-in to evaluate permit uptake, outreach effectiveness, and operational challenges; adjust program as needed	CMO, CEDD, Finance
<b>April – August 2027</b>	Continue targeted outreach and technical assistance; transition to education with administrative citations; refine internal processes based on program data	CMO, CEDD, PD
<b>Fall 2027</b>	Prepare comprehensive program evaluation report for City Council, including metrics (permits issued, outreach conducted, compliance rates), challenges, and recommended program or policy adjustments	CMO, CEDD, Finance

If the City Council adopts the ordinance, the ordinance will take effect 30 days after adoption. During this period, City staff will launch a bilingual education and outreach campaign to assist vendors with permitting and coordinate with County Health and community partners to support vendor compliance.

Following the effective date, the City will continue an extended education-first implementation period, including ongoing outreach, technical assistance, and a grace period prior to full enforcement.

**Fiscal Impact**

The bilingual education and outreach campaign costs are included in the Fiscal Year 2025 – 2026 budget. There is no additional fiscal impact on this item at this time.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The proposed action is not subject to the California Environmental Quality Act (“CEQA”) because it is not a “project” as it can be seen with certainty that it would not have a direct physical change or a reasonably foreseeable indirect physical change on the environment pursuant to CEQA Guidelines section 15061(b)(3). Even if it were a project subject to CEQA review, the proposed action is exempt pursuant to Section 15301 (Existing Facilities); 15304

(Minor Alterations to Land) (e) for minor temporary use of land having negligible or no permanent effect on the environment; 15305 (Class 5 –Minor Alterations to Land Use Limitations), and that it is further exempt pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment), as it will not result directly or indirectly in significant environmental impacts.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments**

1. Revised Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**ADDING A NEW CHAPTER 5.76 (SIDEWALK VENDORS) TO GOVERNING SIDEWALK VENDING IN THE CITY OF EAST PALO ALTO; REPEALING VARIOUS PARTS OF THE EAST PALO ALTO MUNICIPAL CODE, INCLUDING CHAPTER 5.76 (VENDING), AND MAKING VARIOUS OTHER CONFORMING AMENDMENTS TO THE EAST PALO ALTO MUNICIPAL CODE AS NOTED HEREIN**

**WHEREAS**, on September 17, 2018, California Governor Brown signed Senate Bill 946 (“SB 946”) into law, which added Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the California Government Code to regulate sidewalk vendors throughout the State; and

**WHEREAS**, SB 946 establishes requirements for local regulation of sidewalk vendors and authorizes such regulations to be adopted by resolution or ordinance; and

**WHEREAS**, on September 23, 2022, California Gavin Newsom signed Senate Bill 972 (“SB 972”) into law, which amended Sections 113818, 113831, and 113868 of, and added Chapter 11.7 (commencing with Section 114368) to, Part 7 of Division 104 of, the Health and Safety Code, relating to retail food throughout the State, and amended the California Retail Code (regulates sale of food) to accommodate sidewalk/mobile vendors; and

**WHEREAS**, the City seeks to implement sidewalk vending regulations to provide a permitting process and impose operational and locational requirements for sidewalk vendors in the City to comply with applicable law, including SB 946 and SB 972, and to protect the health, safety, and welfare of the community; and

**WHEREAS**, on April 15, 2025, staff presented a sidewalk vending analysis to the City Council. Staff shared findings related to prominent issues related to sidewalk vending, such as trash and ADA accessibility, and areas of improvement to mitigate these issues, which included updating the vending ordinance. City Council provided staff with direction to return to City Council with proposed key provisions and some optional regulatory requirements for Council consideration; and

**WHEREAS**, on September 23, 2025, the Council provided direction on several key provisions, including insurance requirements, trash receptacle requirements, minimum distances from sensitive areas, and hours of operation, that staff refined for consideration in a formal draft ordinance; and

**WHEREAS**, on February 24 2026, the City Council held the first reading of this Ordinance and voted in favor of it by a vote of 5-0.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO DOES ORDAIN AS FOLLOWS:**

**SECTION 1. INCORPORATION OF RECITALS.** The City Council finds that all the foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2: MUNICIPAL CODE AMENDMENT.** Chapter 5.76 of Title V of the City of East Palo Alto Municipal Code is hereby amended in its entirety to read as follows:

**CHAPTER 5.76 SIDEWALK VENDORS**

**SEC. 5.76.010. TITLE.**

This Chapter shall be known as the "Sidewalk Vendor Ordinance".

**SEC. 5.76.020. FINDINGS AND PURPOSE.**

The City Council of the City of East Palo Alto finds and declares:

- A. Article XI, § 7 of the California Constitution confers local governments the authority to adopt ordinances and regulations designed to promote the public health, safety, and general welfare of their communities. This Chapter is adopted consistent with the applicable law, including provisions of Government Code § 51036 et seq. and Health & Safety Code §§ 114368 and 114368.8.
- B. If properly regulated, sidewalk vending can foster vibrant public spaces, promote a diverse and inclusive local economy, and create economic opportunities for low-income and immigrant communities.
- C. At the same time, inadequately regulated sidewalk vending has presented unintended negative consequences for the city. For example, sidewalk vending has caused or been associated with unsafe overcrowding; decreased accessibility for persons with disabilities; a lack of adequate access for first responder and emergency personnel; the monopolization of public spaces for private commercial use; traffic safety concerns for motorists, bicyclists, and pedestrians; diversion of pedestrians into bike lanes or vehicular lanes; parking congestion; accumulation of trash and pollution (and the harms that flow from them, e.g., contamination, pests, and rodents) in public spaces, including public parks and open space amenities, including Bay-adjacent ecosystems; violent altercations arising from vending "turf wars"; foodborne illnesses; the sale of counterfeit goods; and a lack of sales tax being collected by sidewalk vendors.
- D. Since the City, and the surrounding area, is densely populated by residents and visitors, its public spaces often become extremely crowded. Many of the city's parks, open space amenities, and its side streets, and pedestrian paths are heavily trafficked by the public, and heavy congestion in these places can be constant.
- E. Sidewalk vending must be regulated to address the concerns discussed above.

- F. The purpose of this Chapter is, therefore, to promote the public peace, safety, health, and welfare by, among other outcomes, ensuring rapid access for first responder and emergency personnel; improving sidewalk accessibility for persons with disabilities; facilitating ingress into and egress from vehicles, rights-of-way, buildings, and public spaces; maximizing use and promoting maintenance of public rights-of-way, parks, open space amenities, and other public spaces; and reducing the city's exposure to civil liability.
- G. The City desires to accomplish all of the foregoing public health, safety, and welfare policy objectives while simultaneously providing ample public access to desired goods, including culturally significant food and merchandise, and providing ample opportunity for underrepresented community members, including low-income and immigrant communities, to access the formal economy through entrepreneurial sidewalk vending.

**SEC. 5.76.030. DEFINITIONS.**

For the purpose of this Chapter, certain words and phrases are defined, and certain provisions shall be construed as herein set out, unless it shall be apparent from their content that a different meaning is intended:

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk” means a path along the side of the road or street designed primarily for pedestrian use.

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

“Vending display device” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, nonmotorized conveyance (including trailers), freestanding table, rack, chair, box, stand, or any container, structure, or other object used or capable of being used for holding, selling, advertising, or displaying tangible things, together with any associated seating facilities. “Vending display device” does not include any street furniture such as benches or planters, any other structure permanently installed by the City of East Palo Alto or with the consent of the City, or newsracks placed in conformity with the East Palo Alto Municipal Code.

**SEC. 5.76.040. PERMIT REQUIRED.**

- A. Only sidewalk vendors with valid sidewalk vending permit issued by the City Manager, or his or her designee, and who are in compliance with the provisions of this Chapter, may vend within the City's public right-of-way.
- B. A sidewalk vending permit shall only permit the operation of one vending display device at any one time.

- C. No permit granted pursuant to this chapter shall be transferable.
- D. To apply for a sidewalk vending permit, the applicant must file an application, on a form prescribed by the City Manager (or designee), accompanied by an application fee in an amount established by resolution of the city council. Applications shall include information required by the City including, but not limited to the following:
1. The name, phone number, mailing address and email address of the applicant.
  2. Description of the merchandise and/or food offered for sale.
  3. A description of, along with the dimensions of, the vending display device that will be used.
  4. If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, corporation, or other entity.
  5. Whether the vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor.
  6. The hours per day and the days per week during which the applicant sidewalk vendor proposes to operate.
  7. The location(s) in the City where the sidewalk vendor intends to operate. If the sidewalk vendor proposes to be a stationary sidewalk vendor, a description or site plan/map of the proposed location(s) where vending will take place; and
  8. A copy of a valid California Department of Tax and Fee Administration seller's permit, if applicable.
  9. A copy of all valid permits required by the San Mateo County Health, Division of Environmental Health Services, if required.
  10. Proof of a policy or policies of comprehensive general liability insurance, in an amount as approved by the City Manager by regulation pursuant to Section 5.76.090, in consultation with the City Attorney, against any injury, death, loss, or damage because of wrongful or negligent acts or omissions by the permittee, with an endorsement naming the City as an additional insured.
  11. Payment of a nonrefundable processing fee, if required, in an amount established by resolution of the City Council.
  12. Certification under penalty of perjury that all information provided to the City to process the application is true to his or her knowledge and belief.
  13. An acknowledgement of having read and an agreement to abide by this Chapter and other relevant provisions of the East Palo Alto Municipal Code.
  14. An acknowledgement of having read and an agreement to abide by the Sidewalk Vending Stormwater Best Management Practices Guide, to be provided by the City.
  15. Execution of a release, indemnification, and acknowledgment, in a form prescribed by the City Attorney, including the following:

- i. An agreement by the applicant to waive and release the city and its officers, agents, employees, contractors, and volunteers from and against any and all claims, costs, liabilities, expenses, or judgments (including attorneys' fees and court costs) related to or arising out of the applicant's sidewalk vending activities.
  - ii. An agreement by the applicant to, to the greatest extent allowed by law, defend, indemnify, and hold harmless the city, its officers, agents, employees, contractors, and volunteers from and against any and all claims related to or arising out of the applicant's sidewalk vending activities.
  - iii. An acknowledgement and agreement that the applicant's use of the sidewalk or other city facilities is at the applicant's own risk, and it is not the city's responsibility to ensure that the vending location is safe or conducive to the vending activities.
16. All sidewalk vendors are required to have a business license pursuant to Chapter 5.04 (Business Licenses Generally), Title 5 (Business Licenses and Regulations) of the East Palo Alto Municipal Code. All applicants must provide copy of a valid business license issued pursuant to Chapter 5.04 prior to issuance of a sidewalk vending permit. Each separate concurrently operating vending location requires its own business license and sidewalk vending permit.
- E. A sidewalk vending permit shall expire on December 31st of each calendar year, irrespective of whether a twelve-month period has elapsed since the original issuance of the permit. A city sidewalk vending permit shall also be deemed null and void upon the revocation or expiration of: (a) the related city-issued business license, (b) a required permit from the San Mateo County Health, Division of Environmental Health Services, and/or (c) the California seller's permit pursuant to Revenue and Taxation Code Section 6067.

**SEC. 5.76.050. OPERATIONAL REGULATIONS.**

- A. It shall be unlawful for any person to operate as a sidewalk vendor or to engage in sidewalk vending activities in the City without first obtaining a sidewalk vending permit pursuant to Section 5.76.040 of this Chapter, a business license pursuant to Section 5.04.030 of the East Palo Alto Municipal Code, a sidewalk vending permit, if applicable, and any other regulatory approval or permit required by applicable law, including administrative policies and regulations promulgated pursuant to Section 5.76.090 of this Chapter.
- B. Sidewalk vendors shall comply with the following to prevent unreasonable pedestrian and vehicular traffic; improper disposal of trash; provide access to Bay adjacent wetlands, trails, and open space amenities; assure that pedestrians (including pedestrians with disabilities) have adequate and accessible thoroughfares; minimize trip and fall hazards; address visibility concerns; prevent glare for drivers; and address other public health, safety, and welfare concerns:

1. All sidewalk vendors must display their City-issued sidewalk vending permit and any other licenses issued by other agencies on the street-side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way. A properly permitted sidewalk vendor must remain on site for all vending activities.
2. Vending display devices shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending display device shall become a permanent fixture on the vending site or be considered an improvement to real property.
3. Vending display devices shall not be left or stored unattended on public property or within the public right-of-way.
4. Sidewalk vending activities in residential zoning districts may occur only between the hours as established by regulation pursuant to 5.76.090. Sidewalk vendors must remove all equipment and other vending facilities from the site immediately after operations.
5. Sidewalk vending activities in nonresidential zones will be as restrictive as general limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate 24 hours by a separate permit.
6. If applicable, sidewalk vendors who sell food in the City shall obtain and maintain a valid permit from the San Mateo County Health, Division of Environmental Health Services and abide by the County's structural and operational requirements, including but not limited to requirements of sinks, commissaries, and mechanical refrigeration. Sidewalk vendors shall display the appropriate County Health permit during food vending operations and shall be made available to the City as part of the permit application or renewal process.
7. Each sidewalk vendor selling food shall provide a trash receptacle for use by its customers and shall ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash so that public trash receptacles for use by the general public do not have to be used by customers.
8. All sidewalk vendors are responsible for ensuring that the surrounding sidewalk is kept clean and free of trash and debris associated with their vending operation. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations and/or the vendor's customers within a fifteen-foot radius of the vending location. Sidewalk vendors are responsible for disposing of the trash associated with their business and may not use city receptacles for this

purpose. Sidewalk vendors shall not dispose of customer or sidewalk vendor's trash in trash receptacles for public use.

9. All sidewalk food vendors shall immediately clean up any food, grease, or other fluid or item related to their sidewalk vending activities that are spilled or discharged on public property in a manner that applicable law, including the Chapters 13.08 (Sanitary Sewers) and 13.12 (Stormwater Management and Discharge) of the East Palo Alto Municipal Code and the East Palo Alto Sanitary District Code. Disposal of trash, food, grease or other materials to any storm drain, creek, or waterway is prohibited. Vendors shall not dump, drain, or discard any fouled, spoiled, or unused product, which includes draining ice coolers, drink containers and/or miscellaneous containers on the ground.
  10. Except for the brief duration of time for a roaming sidewalk vendor to conduct sale, to maintain accessibility standards, sidewalk vendors shall not place or allow any obstruction to be placed on the sidewalk that would reduce the width of the sidewalk or pedestrian areas to a minimum of forty-eight inches, excluding the curb and excluding any sidewalk areas that are made non passable due to any obstructions such as posts, parking meters, street trees, planters, or signs that are located on the sidewalk. Sidewalk vendors shall maintain their vending display devices at all times in a manner that provides sufficient access to the sidewalk and avoids impeding the flow of pedestrian traffic. At no time may a sidewalk vendor operate in such a way that would violate the Americans with Disabilities Act or state law on accessibility, or cause the sidewalk to narrow in a way that violates the accessible path of travel for persons with disabilities, including persons who use wheelchairs or other mobility devices.
  11. Sidewalk vendors shall not vend to occupants of motorized vehicles in operation, and may only vend to customers whose vehicles are legally parked.
  12. Sidewalk vendors may not engage in vending in such a manner as to cause onlookers, customers, or others to obstruct the accessible path of travel for persons with disabilities, or the free flow or view of pedestrian or vehicular traffic, including impeding entry to and exit from a business or residence or access to a public facility. Sidewalk vendors are therefore responsible for managing customer queuing, ensuring pedestrian accessibility is maintained, and ensuring customers do not loiter after receiving their purchased food or goods.
  13. Consistent with Chapter 18.32 (Signs) of the East Palo Alto Municipal Code and to maintain the free movement of pedestrians and/or vehicles, sidewalk vendors may not use signs in connection with the sale, display, or offering for sale of items, except for those signs affixed to or painted on a vending display device.
- C. Sidewalk vending of the following is prohibited:
1. Alcoholic beverages;
  2. Tobacco, tobacco products, or electronic smoking devices;

3. Cannabis or cannabis products;
  4. Dangerous weapons, including knives, firearms, or fireworks, as those terms are defined in the East Palo Alto Municipal Code;
  5. Items that are not for immediate sale;
  6. Selling or offer to sell services, or engage in or offer to engage in any type of rental activity, including the rental of any goods or services;
  7. Pharmaceuticals; and
  8. Any other merchandise prohibited by federal, state, or local law from being vended.
- D. Sidewalk vendors who choose to use, play, or employ any amplifier, loudspeaker or any other device for sound production when parked or standing at any location, and shall comply with the noise standards provided in Chapter 8.52, of the East Palo Alto Municipal Code, as it is most currently in effect and as may be amended.
- E. Additionally, sidewalk vendors who choose to use a generator for their cooking must also comply with the noise standards provided in Chapter 8.52, of the East Palo Alto Municipal Code.
- F. Consistent with the San Mateo County Department of Environmental Health limitations, no pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for sidewalk vending shall use an open flame on or within any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for sidewalk vending.
- G. Any electrical, flashing, wind-powered, or animated freestanding signs are prohibited. Vending equipment may have signs attached to or painted on the vending equipment. The total sign area shall not exceed four square feet.
- H. Sidewalk vendors shall be responsible for their own compliance with all generally applicable federal, state, and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations (Chapter 15.58); noise standards (Chapter 8.52); alcoholic beverages (Chapter 9.04), tobacco products (Chapter 5.80), cannabis (Chapter 9.32), electronic cigarette (Chapter 5.80), smoking devices and controlled substances regulations; sanitation and health standards, environmental regulations (Chapters 13.08, Sanitary Sewers, and 13.12, Stormwater Management and Discharge); and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

**SEC. 5.76.060. LOCATION-SPECIFIC REGULATIONS.**

- A. The location-based restrictions set forth in this section are intended to comply with and implement the requirements of state law (SB 946), which may be amended from time to time. Unless specifically permitted by another provision of this East Palo Alto Municipal Code, to ensure rapid access by first responder and emergency personnel; to improve sidewalk accessibility for persons with disabilities; to facilitate ingress into and egress from vehicles, rights-of-way,

buildings, and public spaces; to maximize use and promote maintenance of public rights-of-way, parks, the Bay, and other public spaces; to help preserve and protect sensitive habitats, community landmarks, natural and scenic areas, including Dumbarton Bridge Vista Point Trail, the Ravenswood Open Space Preserve, and Cooley Landing Park and Education Center, Faber-Laumeister Trail, Faber Marsh Fishing Area, and Don Edwards Wildlife Preserve; and to reduce the city's exposure to civil liability, sidewalk vending is restricted as follows:

1. Prohibited on any public property that does not meet the definition of a sidewalk, including, but not limited to, any street, roadway median, pedestrian islands, or bicycle lanes;
  2. Prohibited on City-owned property including, but not limited to, parking structures and parking lots, unless otherwise authorized by the City;
  3. Prohibited in any area that constricts passageway for pedestrians or any ADA-required accessible route below the minimum required width, or vehicles to less than minimum required or obstructs traffic signals or regulatory signs, as determined by the Public Works Director (or designee);
  4. Prohibited on any median strip or dividing section within public right-of-way areas;
  5. Prohibited within 18 inches from the edge of a curb;
  6. Prohibited within 15 feet from any fire hydrant, driveway or alleyway, or door/emergency exit;
  7. Prohibited within 20 feet of any mid-block crosswalk or storm drain;
  8. Prohibited within 25 feet of any bus stop, street corner, or street intersection;
  9. Prohibited within 100 feet of any emergency facility (fire station, police station, hospital) or public or private school on days when school is in session;
  10. Prohibited within a certain distance of certified farmer's market or special event for the duration of the event, as prescribed by state law, as amended from time to time;
  11. Prohibited within 200 feet of any freeway entrance or exit;
    12. Stationary sidewalk vendors shall not vend within a park if the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire;
    13. Unless permitted via a temporary use permit or another entitlement, sidewalk vendors are prohibited from entering or encroaching onto private property while engaged in sidewalk vending activities.
- B. The city council, by resolution, may from time to time designate no vending or limited vending zones due to objective health, safety, or welfare concerns. In designating a no vending or limited vending zone, the city council shall first determine that vending without limitation in the area would impede or interfere with public health, safety, or welfare.

- C. This section shall not be construed as prohibiting events that are conducted pursuant to, and in accordance with, Chapter 12.08 (Special Events), Major Public Special Events, and 10.65, Public Gathering and Expression Events.

**SEC. 5.76.070. PENALTIES AND ADMINISTRATIVE CITATIONS.**

- A. If persons are found vending in violation of this Chapter, the City will endeavor to follow the following enforcement procedure:
1. For the first incident, a verbal warning will be given along with materials outlining the rules and regulations for sidewalk vending and the application process;
  2. For the second incident, a written warning will be issued specifying the provision of this Chapter that has been violated as well as materials outlining the rules and regulations for sidewalk vending and the application process;
  3. For the third incident, persons found in violation of this Chapter shall be subject to the Administrative Citation procedures found in Chapter 1.14 of the East Palo Alto Municipal Code, except as to fine amounts, which are noted below:
    - i. Persons that violate local regulations, other than operating without a permit, are punishable by an administrative fine not to exceed:
      - a. One hundred dollars (\$100.00) for a first violation; or
      - b. Two hundred dollars (\$200.00) for a second violation within one year of the first violation; or
      - c. Five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
    - ii. Persons vending without a sidewalk vending permit are punishable by an administrative fine not to exceed:
      - a. Two hundred fifty dollars (\$250.00) for the first violation; or
      - b. Five hundred dollars (\$500.00) for a second violation within one year of the first violation; or
      - c. One thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
    - iii. All administrative citations will be accompanied by a notice advising the person of their right to request an ability-to-pay determination and the process for requesting an ability-to-pay determination.
    - iv. The foregoing enforcement procedure does preclude the City from exercising enforcement discretion concerning provisions of this Chapter in a manner that most effectuates of its purposes.
- B. Revocation of Permit. Any permit issued under this Chapter may be denied, suspended or revoked for any reason established by the City Manager (or

designee), including any violations under this Chapter and any administrative policies or regulations adopted pursuant to Section 5.76.090.

- C. Appeals. The appeals process contained in Chapter 1.14 of the East Palo Alto Municipal Code shall apply to citations issued under this Chapter as well as requests for an ability-to-pay determination. An administrative fine imposed pursuant to this Chapter need not be paid as a pre-requisite to requesting an appeal hearing or a hearing to determine ability-to-pay an administrative fine.

**SEC. 5.76.090. CITY MANAGER AUTHORITY.**

The City Manager, or their Designee, shall have the authority to establish administrative policies and regulations that may be necessary to implement the provisions of this Chapter.

**SECTION 3. AMENDMENTS TO CHAPTER 5.08**

Chapter 5.08 (Business Taxes) of the City of East Palo Alto Municipal Code is hereby amended as follows (edits in redline; deletion in ~~strikethrough~~; otherwise, no change):

**SEC. 5.08.160**

As used in this chapter:

“Peddler” means any person not having a regularly established place of business, who travels or goes from house to house, or from place to place, or who has a stand or other temporary structure upon or along any public street, alley or other public place, doorway of any building, unenclosed or vacant lot, or parcel of land, and who sells and makes immediate delivery, or offers for sale and immediate delivery, any services, goods, wares or merchandise in his/her possession. “Peddler,” as used in this Chapter, defined to exclude a “sidewalk vendor,” which shall be governed by Chapter 5.76 of the East Palo Alto Municipal Code.

“Solicitor” means any person who travels or goes from house to house, or from place to place, or in or along the streets taking orders for, or endeavoring to take orders for the sale, exchange or delivery of any services, goods, wares or merchandise not in his immediate possession.

**SECTION 4. AMENDMENTS TO CHAPTER 8.12**

Chapter 8.12 (Environmental Health) of the City of East Palo Alto Municipal Code is hereby amended as follows (edits in redline; deletion in ~~strikethrough~~; otherwise, no change):

**8.12.090 - Mobile food vendors.**

“Mobile food vendor” means and includes all persons, corporations or entities which sell food or food products at retail to the public either from vehicles or from manually mobile containers. The term includes, but is not limited to the following:

- A. Industrial catering vehicles;

- B. Bakery product vehicles; and
- C. Mobile food preparation units.

The term does not include the following:

- D. Distributors of milk, delivering products to regular customers;
- E. Distributors of food or food products, delivering such products to either retail or wholesale establishments for resale;
- F. Distributors of produce or shell eggs; and
- G. Operators of restaurants, itinerant restaurants, sidewalk vendors, and caterers.

## **SECTION 5. AMENDMENTS TO CHAPTER 12.04**

Chapter 12.04 (Park Regulations) of the City of East Palo Alto Municipal Code is hereby amended as follows (edits in redline; deletion in ~~strikethrough~~; otherwise, no change):

### **12.04.060 - [RESERVED].**

## **SECTION 6. AMENDMENTS TO CHAPTER 18.94**

### **18.94.040 - Exempt Temporary Uses**

The following minor and limited duration temporary uses are exempt from the requirement for a Temporary Use Permit. Uses that do not fall within the categories defined below shall comply with provisions related to allowed temporary uses:

- A. **Construction Sites – On-Site.**
  - 1. On-site contractors' construction/storage uses, in conjunction with an approved construction project on the same parcel. One adult caretaker may be present during non-construction hours.
  - 2. The construction and/or storage use shall be removed immediately upon completion of the construction project, or the expiration of the companion building permit authorizing the construction project, whichever first occurs.
- B. **Emergency Facilities.** Emergency public health and safety needs/land use activities, as determined by the Director.
- C. **Publicly Owned Property.** Events conducted on publicly owned property, subject to the approval of a Special Event Permit under the Municipal Code.

- D. **Sidewalk Vending.** Sidewalk vending uses that are approved by the City and comply with applicable state and local law.

## **SECTION 7. AMENDMENTS TO CHAPTER 5.44**

### **5.44.020 - License required.**

Unless otherwise permitted under municipal code, no person shall peddle any services, goods, wares, or merchandise without first obtaining a license and paying the license fee therefor. Licenses shall be required of all persons soliciting goods shipped by interstate commerce. All vendors shall be required to obtain licenses, provided however, that vendors not employed by a corporation shall be exempt from any fees set forth in Section 5.44.110.

## **SECTION 8. AMENDMENTS TO CHAPTER 8.52**

### **8.52.350 - Exemptions.**

The following activities shall be exempted from the provisions of this chapter:

- A. School bands, school athletic and school entertainment events;
- B. Outdoor gatherings, public dances, shows and sporting and entertainment events providing such events are conducted pursuant to all city regulations;
- C. Activities conducted in parks, public playgrounds and school grounds provided such parks, playgrounds and school grounds are owned and operated by a public entity;
- D. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work;
- E. Noise sources associated with demolition, construction, repair, remodeling or grading of any real property, provided such activities do not take place between the hours of eight p.m. and seven a.m.;
- F. All mechanical devices, apparatus or equipment which are utilized for the protection or salvage of agricultural crops during periods of potential or actual frost damage or other adverse weather conditions;
- G. Mobile noise sources associated with agricultural operations provided such operations do not take place between the hours of eight p.m. and seven a.m.;
- H. Mobile noise sources associated with agricultural pest control through pesticide application provided that the application is made in accordance with restricted material permits issued by or regulations enforced by the Agricultural Commissioner;
- I. Noise sources associated with the maintenance of real property used for residential purposes provided such activities take place between the hours of seven a.m. and eight p.m.;

Any activity to the extent regulation thereof has been preempted by state or federal law, [or any noise source explicitly permitted by local law.](#)

**SECTION 9. CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

This Ordinance is not subject to CEQA because it is not a “project” because it can be seen with certainty that it would have a direct physical change or a reasonably foreseeable indirect physical change on the environment pursuant to California Environmental Quality Act (“CEQA”) Guidelines section 15061(b)(3). Even if it were a project subject to CEQA review, the proposed action is exempt pursuant to Section 15301 (Existing Facilities); 15304 (Minor Alterations to Land) (e) for minor temporary use of land having negligible or no permanent effect on the environment; 15305 (Class 5 –Minor Alterations to Land Use Limitations), and that it is further exempt pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment), as it will not result directly or indirectly in significant environmental impacts.

**SECTION 10. IMPLIED REPEAL.**

Any provision of the East Palo Alto Municipal Code inconsistent with this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effectuate this Ordinance.

**SECTION 11. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

**SECTION 12. EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force thirty (30) days after the date of its adoption.

**SECTION 13. PUBLICATION.**

The City Clerk is hereby directed to cause publication of this Ordinance as required by Government Code Section 36933.

This Ordinance was introduced at the February 24, 2026, meeting of the City Council of the City of East Palo Alto.

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DRAFT

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Webster Lincoln, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney

DRAFT



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Anwar Mirza, City Engineer

**SUBJECT:** Resolution Adopting a List of Projects for Fiscal Year 2026-27 funded by Senate Bill 1 (SB1) Road Repair and Accountability Act of 2017

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## **Recommendation**

Adopt a resolution:

1. Approving a list of projects for Fiscal Year 2026-27 funded by SB 1 (Road Repair and Accountability Act of 2017); and
2. Finding that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Public Infrastructure and Utilities

## **Background**

In April 2017, Senate Bill 1 (SB 1) – the Road Repair and Accountability Act of 2017– was passed by a two-thirds majority in the California Legislature and signed into law by Governor Brown. As the largest transportation investment in California history, SB 1 is expected to raise \$52.4 billion for transportation investments statewide over a decade.

Among its provisions, SB 1 establishes the Road Maintenance and Rehabilitation Program (RMRP) to address deferred maintenance on the State highway and local street and road

## CONSENT ITEM 3.3

systems. The California Transportation Commission (CTC) will allocate the funds based on adopted guidelines. The bill provides that funds shall be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation;
- Safety projects;
- Railroad grade separations;
- Complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project; and
- Traffic control devices.

The RMRP, which would receive approximately \$3.7 billion annually once all new revenue streams take effect, is funded by the Road Maintenance and Rehabilitation Account (RMRA), which receives four sources of revenue.

SB 1 refers to a city or county's pavement condition index (PCI), which is a scale between 0 and 100 used to indicate the general condition of a pavement section or of all city or county streets on weighted average. A score of 100 represents the best possible street condition, essentially a newly paved road, and a score of 0 represents the worst possible condition.

Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the California Transportation Commission a list of projects proposed to be funded with these funds pursuant to an adopted resolution by the applicable city council or county board of supervisors at a regular public meeting.

### Local Street & Road Funding

SB 1 continuously appropriates a critical sum of the RMRA revenues to cities and counties. The bill includes a "maintenance of effort" requirement for local funds contributed to street and road repairs to help ensure that the new funding augments existing budgets for road repairs. Specifically, it requires each city and county to spend no less than the annual average from its general fund during 2009-10 through 2011-12.

The City expends approximately \$64,500 of general funds annually for street and road repair. The City will maintain at least this level of expenditure to ensure the City meets the "maintenance of effort" requirement. SB 1 also requires that a local jurisdiction submit a detailed list of proposed projects to be funded to the CTC prior to receiving an allocation; however, the statute authorizes cities and counties to fund projects outside of that list in accordance with local needs and priorities, so long as they are consistent with the program's project eligibility provisions. If a city or county can demonstrate that it has attained a pavement condition index of 80 or higher, it may spend the funds on other transportation priorities.

### CONSENT ITEM 3.3

By resolution, the City must adopt a list of projects proposed to receive fiscal year funding from the RMRA. This list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The proposed project list for FY 2026-27 is listed in Table 1, below, as well as in Attachment 1, Resolution.

#### Analysis

The City maintains 250 streets that amount to 38.8 centerline miles or 82.9 lane miles of road network. The current weighted average pavement condition index (PCI) for the City's network is 60. The City still has over 15% of its pavement network in need of reconstruction and infrastructure improvements, such as the addition of storm drainage systems and curb, gutters and sidewalks. It is estimated that the City will need a budget of approximately \$2.5 million per year over the next five years to address the routine street maintenance and rehabilitation backlog. By investing this amount, the City's network PCI will increase to over 70. The City does not currently have the ability to fully fund the projected maintenance needs to keep the City streets and roads in acceptable condition. However, SB 1 will help the City fund many critical infrastructure improvements.

The project list that the City intends to fund with fiscal year 2026-27 Road Maintenance and Rehabilitation Account Revenues is reflected in Table 1, below.

**Table 1: Proposed FY 2026-27 RMRA Project List**

Project Title	Project Type	Project Description	Location	Estimated Completion Date	Estimated Useful Life	
				Construction	Min	Max
ST-07 Street Resurfacing Program	Road Maintenance & Rehabilitation	This project provides for the resurfacing of City streets during the ten-year life of the CIP. Roughly \$2.5 million needs to be expended annually on street resurfacing.	Various*	05/2027	20	40
ST-09 Bicycle & Pedestrian Improvements	Safety	This project is for the installation of street improvements to enhance vehicular, pedestrian and bicycle safety throughout the City.	Various*	05/2027	5	40
ST-12 Traffic Calming Program	Traffic Control Devices	This project provides for the planning and construction of speed bumps, bulb-outs and other traffic calming devices to reduce speed through residential zones and to increase safety.	Various*	05/2027	20	40

\* Abelia Way, Addison Avenue, Alberni Street, Annapolis Street, Avelar Street, Aster Way, Azalia Drive, Bains Street, Bay Road, Baylor Street, Beech Street, Bell Court, Bell Street, Bradley Way, Brentwood Court, Buchanan Court, Camellia Court, Camellia Drive, Camphor Way, Capitol Avenue, Carole Court, Circle Drive, Clarence Court, Clarke Avenue, Cooley Avenue, Cypress Street, Daisy Lane, Daphne Court, Daphne Way, Demeter Street, Donohoe Street, Drew Court, Dumbarton Avenue, East Bayshore Road, East O'Keefe Street, Emmett Way, Euclid Avenue, Euclid Place, Farrington Way, Fordham Street,

## CONSENT ITEM 3.3

Gaillardia Way, Garden Street, Gardenia Court, Gardenia Place, Gardenia Way, Gates Street, Georgetown Street, Gertrude Court, Glen Way, Gloria Way, Gonzaga Street, Grace Court, Green Street, Hazelwood Way, Hibiscus Court, Holland Court, Hunter Street, Illinois Street, Jasmine Way, Jervis Avenue, Kavanaugh Drive, Kirkwood Court, Larkspur Drive, Laurel Avenue, Lilac Lane, Lincoln Avenue, Lotus Way, Manhattan Avenue, McNair Street, Mello Street, Menalto Avenue, Michigan Avenue, Mission Drive, Mouton Circle, Myrtle Street, Newbridge Street, Newell Road, Notre Dame Avenue, O'Connor Street, Oakdale Avenue, Oakes Street, Oakwood Drive, Oakwood Street, Palo Verde Avenue, Paul Robeson Court, Poplar Avenue, Pulgas Avenue, Purdue Avenue, Ralmar Avenue, Runnymede Street, Rutgers Street, Ruth Court, Sacramento Street, Salas Court, Sage Street, Saratoga Avenue, Schembri Lane, Scofield Street, Shore breeze Court, Sparrow Court, Stevens Avenue, Tara Road, Tate Street, Temple Court, Terra-Villa Avenue, Tinsley Street, Tulane Court, University Avenue, Ursula Way, Verbena Drive, Weeks Street, West Bayshore Road, Westminster Avenue, Wilks Street, Wisteria Drive, Woodland Avenue, and Xavier Street

### **Fiscal Impact**

No impact on the City General Funds is anticipated to adopt this Resolution. Each project will be presented to the City with its own fiscal impact and analysis. It is estimated the City will receive approximately \$888,844 in Highway Users Tax Account (HUTA) funds, and \$842,710 in RMRA funds, with the overall total being \$1,731,554 in Local Streets and Roads Funding in Fiscal Year 2026-27 from SB 1. Attachment 2 includes projected SB1 revenues for the City of East Palo Alto.

### **Public Notice**

The public was provided notice of this agenda item by posting the City Council agenda on the City's official bulletin board outside City Hall and making the agenda and report available at the City's website and at the San Mateo Co. Library located at 2415 University Avenue, East Palo Alto.

### **Environmental**

The proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

### **Attachments**

1. Resolution
2. Projected SB1 Revenues

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**ADOPTING A LIST OF POTENTIAL PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1:  
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of East Palo Alto (“City”) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the California Transportation Commission a list of projects proposed to be funded with these funds pursuant to an adopted resolution by the applicable city council or county board of supervisors at a regular public meeting; and

**WHEREAS**, accordingly, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive an estimated \$842,710 in RMRA funding from SB 1, which, when combined with approximately \$888,844 in Highway Users Tax Account (HUTA) funds, will result in an overall total of \$1,731,554, in local streets and roads funding in Fiscal Year 2026-27; and

**WHEREAS**, this is the tenth year in which the City is receiving SB 1 funding, which will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public not otherwise possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community’s transportation priorities and the project list; and

**WHEREAS**, the City used a pavement management system to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

**WHEREAS**, previously adopted Resolution No. 38-2025 listed a number of City projects planned to be funded, in part or whole, with RMRA revenues; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate various streets and roads and add active transportation infrastructure throughout the City primarily through the annual street resurfacing project this year and hundreds of similar projects into the future; and

**WHEREAS**, the SB 1 project list and overall investment in local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Accepts the foregoing recitals as true and correct, and are incorporated by reference to this action; and
2. Approves that the following project list that the City intends to fund with fiscal year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Type	Project Description	Location	Estimated Completion Date	Estimated Useful Life	
				Construction	Min	Max
ST-07 Street Resurfacing Program	Road Maintenance & Rehabilitation	This project provides for the resurfacing of City streets during the ten-year life of the CIP. Roughly \$2.5 million needs to be expended annually on street resurfacing.	Various*	05/2027	20	40
ST-09 Bicycle & Pedestrian Improvements	Safety	This project is for the installation of street improvements to enhance vehicular, pedestrian and bicycle safety throughout the City.	Various*	05/2027	5	40
ST-12 Traffic Calming Program	Traffic Control Devices	This project provides for the planning and construction of speed bumps, bulb-outs and other traffic calming devices to reduce speed through residential zones and to increase safety.	Various*	05/2027	20	40

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3. Finds that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Webster Lincoln, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney

# Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2026

	Highway Users Tax Acct (HUTA) <sup>(1)</sup> Streets & Highways Code				TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 <sup>(3)</sup>	Sec2105 <sup>(3)</sup>	Sec2106 <sup>(3)</sup>	Sec2107 <sup>(3)</sup>			
<b>SAN MATEO COUNTY</b>							
ATHERTON	70,215	46,951	34,816	62,784	2,000	201,516	418,282
BELMONT	275,755	184,392	122,681	246,575	6,000	791,419	1,626,822
BRISBANE	47,426	31,713	25,074	42,407	1,000	136,112	283,731
BURLINGAME	308,467	206,266	136,665	275,825	6,000	885,303	1,818,526
COLMA	14,489	9,688	10,994	12,956	1,000	41,583	90,709
DALY CITY	1,024,925	685,349	442,940	916,468	10,000	2,941,544	6,021,225
EAST PALO ALTO	293,626	196,343	130,321	262,555	6,000	842,710	1,731,554
FOSTER CITY	329,330	220,217	145,584	294,480	6,000	945,180	1,940,790
HALF MOON BAY	114,883	76,820	53,911	102,726	3,000	329,716	681,056
HILLSBOROUGH	111,188	74,349	52,331	99,422	3,000	319,110	659,399
MENLO PARK	333,817	223,218	147,502	298,493	6,000	958,058	1,967,088
MILLBRAE	227,997	152,457	102,265	203,870	5,000	654,353	1,345,943
PACIFICA	378,105	252,832	166,434	338,094	6,000	1,085,164	2,226,628
PORTOLA VALLEY	43,378	29,006	23,344	38,788	1,000	124,496	260,011
REDWOOD CITY	815,885	545,567	353,579	729,548	7,500	2,341,596	4,793,675
SAN BRUNO	430,174	287,650	188,693	384,653	6,000	1,234,603	2,531,773
SAN CARLOS	300,509	200,945	133,263	268,709	6,000	862,463	1,771,889
SAN MATEO	1,033,538	691,108	446,622	924,169	10,000	2,966,263	6,071,701
SOUTH SAN FRANCISCO	647,769	433,151	281,712	579,222	7,500	1,859,102	3,808,455
WOODSIDE	51,884	34,694	26,980	46,393	2,000	148,907	310,857
<b>SANTA BARBARA COUNTY</b>							
BUELLTON	50,290	33,628	21,982	44,968	2,000	144,333	297,201
CARPINTERIA	128,472	85,907	48,693	114,878	3,000	368,717	749,667
GOLETA	320,150	214,078	114,179	286,272	6,000	918,833	1,859,511
GUADALUPE	86,531	57,862	34,363	77,375	2,000	248,346	506,478
LOMPOC	435,492	291,206	153,586	389,409	6,000	1,249,867	2,525,560
SANTA BARBARA	854,541	571,416	296,754	764,113	7,500	2,452,540	4,946,864
SANTA MARIA	1,096,997	733,542	379,589	980,913	10,000	3,201,041	6,349,433
SOLVANG	56,840	38,008	24,220	50,826	2,000	163,132	335,026



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Orly Amey, Assistant to the City Manager  
Shiri Klima, Assistant City Manager

**SUBJECT:** Authorization to Amend the Professional Services Agreement with The Lew Edwards Group for Engagement, Communications, and Fiscal Sustainability Planning Services

## Recommendation

Authorize the City Manager to amend the agreement with The Lew Edwards Group to increase the scope of services and increase the total not-to-exceed compensation by \$95,750, for a total not-to-exceed amount of \$150,750.

## Executive Summary

In May 2025, the City entered into a professional services agreement with The Lew Edwards Group (LEG) to conduct community research assessing resident priorities related to water infrastructure, youth safety, public facilities, and other quality of life considerations. Following completion of the initial assessment phase, the City now seeks to transition the project into an implementation phase focused on community engagement and fiscal sustainability planning related to funding critical infrastructure and public facility needs.

The proposed amendment expands the scope of services to include development of a public messaging platform, targeted community outreach, strategic consulting, and a ballot measure viability tracking survey to support evaluation of potential funding strategies through November 2026. The expanded scope will support continued community engagement regarding priority investments such as replacement of deteriorating drinking water infrastructure, storm drain improvements to reduce flooding risk, creation of safe spaces for youth, modernization of the City's library facilities, and exploration of a potential Civic Center.

The amendment increases the contract's not-to-exceed amount by \$95,750, resulting in a total not-to-exceed compensation amount of \$150,750. Approval of this amendment will ensure

continuity in the City’s strategic planning and community engagement efforts to address long-term infrastructure and fiscal sustainability priorities.

**Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Civic Engagement
- Priority: Governance, Organizational Strength, and Fiscal Sustainability
- Priority: Land Use, Economic and Workforce Development
- Priority: Parks, Recreation, and Community Facilities
- Priority: Public Health, Safety, and Quality of Life
- Priority: Public Infrastructure and Utilities

**Background**

On May 15, 2025, the City entered into an initial agreement with LEG for a not-to-exceed amount of \$55,000 to provide assessment services for public infrastructure projects related to potential water infrastructure improvements and the City’s potential facility modernization efforts. This phase included a media audit, a review of past infrastructure collaborations, and an initial community sentiment survey conducted by subcontractor FM3 Research. Having completed this baseline research, the City now requires specialized assistance to implement a comprehensive communications and outreach strategy that addresses the community needs and fiscal challenges identified during the assessment.

**Analysis**

The proposed contract amendment builds upon the foundation established in 2025. Accordingly, the proposed amendment transitions the project from assessment to active implementation of engagement strategies. The expanded scope is necessary to ensure the City can effectively communicate with residents about significant pending infrastructure and quality-of-life investments. Recent community data indicates that residents have identified several high-priority needs, including:

- Water Infrastructure: Providing safe and clean drinking water, replacing deteriorating distribution pipes, and repairing aging storm drains to prevent street flooding.
- Youth Safety and Services: Addressing the lack of safe places for children and teens to gather after school and during the summer to keep them safe and engaged.
- Facility Modernization: Modernizing the City’s library, which has not been significantly renovated in 40 years, to include up-to-date technology and maker spaces, as well as exploring the creation of a Civic Center to house a dedicated police station and community center.

Under the expanded and amended scope, LEG will provide:

- Strategic Project Management: Developing and refining the project plan and timeline, and

reviewing City budget materials to ensure communications are aligned with fiscal planning.

- Community Outreach Content: Drafting a public messaging platform and communications toolkit, and refining user-friendly content for community distribution.
- Opinion Research: Conducting a citywide viability tracking survey in June 2026 through subcontractor FM3 Research to update data on community priorities and fiscal measure viability.
- Implementation Support: Advising staff on effective methods of public engagement and assisting with staff reports or measure development related to the City's pending ballot measure.

### **Fiscal Impact**

The amendment increases the contract amount by \$95,750, resulting in a total not-to-exceed amount of \$150,750. The amended scope and compensation includes \$67,500 for lead consulting fees (covering ten months of lead consulting at a monthly rate of \$6,750 and the costs of a comprehensive citywide tracking survey) through November 2026 and \$28,250 for public opinion research.

Funding for this amendment will be provided through the City Manager's professional services budget.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The action being considered does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378 (b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No.

**Analysis of Levine Act Compliance:** Not applicable.

### **Attachments**

1. Original Professional Services Agreement with Lew Edwards Group (May 15, 2025)
2. Proposed 2026 Scope of Services and Compensation Rates

## **CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), and The Lew Edwards Group, a California corporation, hereinafter referred to as "Contractor", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
- 3. Term.** The term of this Agreement shall commence on May 15, 2025 and shall continue in full force and effect until November 30, 2026.
- 4. Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 5. Indemnification.** Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 6. Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Contractor." Failure to maintain required insurance at all times shall constitute a default and material breach.

**7. Accident Reports.** Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**8. Conflict of Interest.** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

**9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.

**10. Licenses, Permits, Etc.** Contractor represents and warrants to City that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

**11. Business License.** Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

**12. Standard of Performance.** Contractor shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**14. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**15. Personnel.** Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**16. Prevailing Wages for Public Works Projects.** For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.

**17. Contractor Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**18. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. The Contractor may, at its sole discretion, terminate this Agreement or abandon any portion or all the services to be provided under this Agreement, by delivering to the City written notice of such termination or abandonment at least fourteen (14) calendar days in advance. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**19. Products of Consulting Services.** The final work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. This provision specifically excludes draft work notes or draft products, which shall be owned by the Contractor. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**20. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.

**21. Assignment and Subcontracting.** Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**22. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**23. Non-Discrimination/Fair Employment Practices.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Contractor agrees to abide by the City's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.

**24. Official Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Melvin E. Gaines City Manager City Manager's Office 2415 University Avenue East Palo Alto, CA 94303
If to Contractor:	Catherine Lew President The Lew Edwards Group 5454 Broadway Oakland, CA 94618

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**25. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**26. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**27. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation

arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**28. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**29. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Contractor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality.** Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City records or information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement. A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

**33. News and Information Release.** Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together

shall be deemed one and the same instrument.

**35. Authority.** The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

**36. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A, entitled "Scope of Work," including any attachments.
- Exhibit B, entitled "Compensation," including any attachments.
- Exhibit C, entitled "Insurance Requirements," including any attachments.
- Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

THE LEW EDWARDS GROUP  
a California corporation

DocuSigned by:  
By: Catherine Lew  
Catherine Lew  
President

CITY OF EAST PALO ALTO,  
a municipal corporation

DocuSigned by:  
By: Melvin E. Gaines  
Melvin E. Gaines  
City Manager

DATE: 9/3/2025

DATE: 9/15/2025

18303976  
East Palo Alto Business License No.

APPROVED AS TO CONTENT:

Signed by:  
Shiri Klima  
Shiri Klima  
Assistant City Manager

APPROVED AS TO FORM:

DocuSigned by:  
John D. Le  
John D. Le  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### 1. Representatives.

City Representative:

Shiri Klima  
Assistant City Manager  
City Manager's Office  
2415 University Avenue  
East Palo Alto CA 94303  
(650) 853-3186  
(650) 853-3136

Contractor's Representative:

Catherine Lew  
President  
The Lew Edwards Group  
5454 Broadway  
Oakland, CA 94618  
(510) 594-0224 x 261  
(510) 420-0734

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and City's Representative.

#### 2. Services and Schedule.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference and performed according to the schedule set forth therein. Contractor will complete all services by November 30<sup>th</sup>, 2026

#### 3. Phased Performance.

If the schedule calls for the services to be performed in phases or discrete increments, Contractor shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

**4. Additional Services.** Additional services are those services related to the scope of Services of Contractor as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

Contractor's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Contractor, compensation to Contractor shall not exceed the fixed fee amount.

**5. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Key personnel:

The Lew Edwards Group: Catherine Lew, Senior Strategist/Lead Consultant;  
Rohnda Ammouri, Project Manager

FM3 Research: Curtis Below, Lead Researcher; Miranda Everitt, Researcher

## EXHIBIT A

### ATTACHMENT 1 (2025 SCOPE OF SERVICES. TASK 1)

Consultant shall provide Assessment Services to City on its Quality of Life/Public Infrastructure Project.

- Review archival information pertaining to past collaborations.
- Conduct audit of all recent City issues /media coverage in the public arena.
- Meet/engage with City staff and other assigned consultants.
- Update the City on Best Practices currently being utilized in other cities for infrastructure projects.
- Through subcontractor FM3 Research, conduct community survey, analyze data results, and provide strategic recommendations.

The parties expressly acknowledge and agree that legal services or advice are not within Consultant's scope of services. All services will be performed via email, teleconference, or videoconference and no site visits will be required of consultant.

#### TIMELINE FOR PERFORMANCE OF TASK 1

- May 2025: Review archival information pertaining to past collaborations.  
Conduct audit of all recent City issues /media coverage in the public arena.  
Launch Project with KO session.  
Update the City on Best Practices currently being utilized in other cities for infrastructure projects.
- June 2025: Develop initial survey, provide strategic advice.
- Fall 2025: Analyze data results and develop strategic recommendations.  
Report results to City staff.

## EXHIBIT B

### SCHEDULE OF 2025 COMPENSATION RATES

#### 1. Contractor 's Compensation.

A. City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Fifty Five Thousand, \$55,000.

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

#### 2. Appropriate Billable Rates for Services and Additional Services.

Contractor's billable rates shall be:

- a) For Lead Consulting Services, a discounted professional fee of Six Thousand, Two Hundred and Fifty Dollars (\$6,250) per month, NTE \$20,000.
- b) For Public Opinion Research services, NTE Thirty-five Thousand Dollars (\$35,000) for a survey of approximately twenty minutes, up to 400 dual mode interviews (oral interviews will be available in English/Spanish).

#### 3. Contractor's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

**4. Payments to Contractor.**

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

**5. Accounting Records of Contractor.**

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Contractor under this section shall survive this Agreement.

**6. Taxes.**

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

- 7. Taxpayer Identification Number.** Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### I. TYPES OF INSURANCE

- A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
- D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

## II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- C. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).
- E. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## EXHIBIT D

### CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

#### I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

#### II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

### **III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT**

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), stating, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

#### **IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION**

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

#### **V. INVESTIGATION AND RESOLUTION**

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate

that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

## **VI. OUTSIDE ADMINISTRATIVE AGENCIES**

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212  
U.S. Equal Employment Opportunity Commission 1.800.669.4000

**EXHIBIT A**  
**2026 SCOPE OF SERVICES**

Consultant shall provide Lead Consultant project management services to City on its Engagement, Communications, and Fiscal Sustainability planning and efforts.

- Develop, refine, and update project plan and timeline.
- Review/add value to City budget materials and planning.
- Update the City on Best Practices currently being utilized in other cities for similar projects.
- Meet/engage with City staff and other assigned consultants.
- Through subcontractor FM3 Research, conduct citywide June viability survey, analyze data results, and provide strategic recommendations.
- Draft Public Messaging Platform and Communications Toolkit; provide Message re-training to City staff.
- Consultant will update and refine concise, user-friendly community content.
- Recommend methods to expand informational outreach activities with community networks and organizations in the City and advise City staff on effective methods of engaging the public.
- If viable to proceed, assist with staff reports and measure development.
- Provide Municipal Election content and information.

The parties expressly acknowledge and agree that legal services or advice are not within Consultant's scope of services. All services will be performed via email, teleconference, or videoconference and no site visits will be requested of consultant. Consultant does not function as a spokesperson for the City.

**EXHIBIT B**  
**SCHEDULE OF 2026 COMPENSATION RATES**

Contract is Not to Exceed (NTE) Ninety-five Thousand, seven hundred and fifty Dollars (\$95,750) due and payable as follows:

- a) For Lead Consulting Services, professional fees NTE Sixty-Seven Thousand, five hundred Dollars (\$67,500) due and payable at its Municipal rate of Six Thousand, Seven Hundred and Fifty Dollars (\$6,750) per month due and payable on the last business day of each month commencing February 28<sup>th</sup> and ending on November 30<sup>th</sup>; and
- b) For Public Opinion Research services, NTE Twenty-eight Thousand, two hundred and fifty Dollars (\$28,250) for a ballot measure viability tracking survey upon invoice by Consultant.

Consultant's scope of work does not include graphic design, mail production, or paid digital outreach costs, as City will be executing and budgeting for these costs outside of this Agreement.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**VIA:** Melvin E. Gaines, City Manager  
**BY:** James Colin, City Clerk  
**SUBJECT:** City Council Meeting Minutes

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## **Recommendation**

Adopt April 7, 2026, City Council Meeting Minutes.

## **Attachments**

1. April 7, 2026, Minutes



# EAST PALO ALTO CITY COUNCIL REGULAR SESSION MINUTES

Tuesday, April 7, 2026, 6:00 PM  
EPA Government Center  
2415 University Avenue, First Floor  
East Palo Alto, CA 94303

## 1. CALL TO ORDER AND ROLL CALL

The City Council meeting was called to order by Mayor Lincoln at 6:07 PM. Council Member Barragan was attending remotely due to a contagious illness that prevented her from attending in person. City Clerk, James Colin confirmed that she was isolated with no one 18 years or older in the room with her, and that her video and audio would remain on throughout the meeting.

Attendee Name	Title	Status	Arrived
Webster Lincoln	Mayor	Present	
Ruben Abrica	Vice Mayor	Present	
Carlos Romero	Councilmember	Present	
Mark Dinan	Councilmember	Present	
Martha Barragan	Councilmember	Remote	

## 2. APPROVAL OF THE AGENDA

Mayor Lincoln requested to pull item 14.1 from the agenda and remove it from the meeting.

Vice Mayor Abrica objected strongly to removing the item, stating that many people had prepared to speak on the issue and that removal would be "anti-democratic, autocratic, almost imperious." He emphasized that both he and the mayor have equal authority to place items on the agenda, and this item was placed at Council Member Romero's request. He argued that the informational report (item 11.1) was not duplicative, as they had specifically structured it as separate items during agenda committee meetings.

Council Member Dinan supported the motion, arguing that the council had recently discussed this issue in December and nothing had changed from his perspective. He viewed it as duplicating a discussion they had just months ago and didn't want to be discussing it every two months.

Council Member Romero opposed the removal, noting that he had requested the item and that certain information had revealed itself since they approved the original item, requiring them to look at it "one more time."

Vice Mayor Abrica warned that if the majority voted to remove the item, it should return at the next meeting, calling the removal contrary to their code of conduct and insulting to the immigrant community, particularly the Latino community with grave concerns about surveillance issues.

Motion: Mayor Lincoln moved to approve the agenda minus item 14.1. Council Member Barragan seconded. The motion passed 3-2 with Mayor Lincoln, Council Member Barragan, and Council Member Dinan voting yes; Vice Mayor Abrica and Council Member Romero voting no.

### **3. APPROVAL OF CONSENT CALENDAR**

Council Member Dinan requested to pull item 3.4, the Coach Horacio proclamation, for discussion.

Motion: Council Member Romero moved to approve the consent calendar except for item 3.4. The motion was seconded and passed unanimously.

#### **3.1 Professional Services Contract for NPDES Compliance Services**

#### **3.2 Ramadan Proclamation**

#### **3.3 Autism Awareness Day Proclamation**

#### **3.4 Coach Horacio Proclamation**

Mayor Lincoln read the proclamation honoring Coach Horacio and the Ravenswood Junior Soccer Club, recognizing his service since 2015 as a dedicated leader who transformed a local initiative into a vital space for youth and families. The proclamation highlighted his personal investment of time and resources into improving local parks, his mentorship approach using soccer as a platform for character development, and the club's expansion to serve over 350 youth annually while prioritizing affordability and eliminating financial barriers.

Council Member Dinan praised Coach Horacio's work, noting he had seen him hundreds of times maintaining parks, painting bathrooms, fixing broken facilities, and removing graffiti. He recalled seeing hundreds of kids practicing under floodlights powered by diesel generators, which inspired his push for field lighting at MLK park. Gañan emphasized how the program had grown from zero to hundreds of participants and become "one of the bright spots in the community."

Mayor Lincoln thanked Coach Horacio for his service, emphasizing the importance of keeping children busy and engaged in addressing community issues.

Vice Mayor Abrica provided historical context, noting his involvement in setting up Ravenswood AYSO in the 1990s, which later became Ravenswood Youth Athletic Christian Association around 2016. He was pleased that Horacio had maintained the Ravenswood name and continued the tradition of community service and affordable programming while helping maintain MLK park.

Coach Horacio addressed the council, thanking them for recognizing not just him personally, but the Ravenswood Junior Soccer Club and the 350 athletes who represent East Palo Alto both within and outside the state through their travel and competition.

Public speakers Rafael Avendano and Lucia Garcia praised Coach Horacio's dedication and the positive impact on families and the community. They emphasized the club's role as a "beacon of hope and love" and the importance of unity in addressing current community challenges.

Motion: Council Member Romero moved approval of the proclamation. Council Member Dinan seconded. The motion passed unanimously.

#### **3.5 Mrs. Verna Winston Proclamation**

### **3.6 Minutes of the March 17, 2026 Meeting**

#### **4. CLOSED SESSION**

##### **4.1 CONFERENCE WITH LAW ENFORCEMENT AND/OR SECURITY PERSONNEL — THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code Section 54957(a))**

**Consultation with: John D. Lê, City Attorney; Melvin Gaines, City Manager; Shiri Klima, Assistant City Manager; Orly Amey, Assistant to the City Manager; Jimmie Tulabing, IT Manager; and Government Technology Group, LLC, consultant on IT Strategic Plan.**

Acting City Attorney, Valerie Armento reported that no action was taken and that direction was given to staff.

#### **5. PUBLIC COMMENT**

Multiple community members spoke during public comment about the removed agenda item 14.1 regarding Flock cameras, expressing disappointment and opposition to the surveillance technology. Speakers raised concerns about data breaches, federal access to surveillance data, impacts on immigrant communities, and the decision to remove the item from discussion. Several speakers criticized the council's action as undemocratic and called for cancellation of the Flock contract.

Other speakers addressed various community issues including street safety markings, food safety regulations, term limits, and accessibility accommodations for council meetings.

The following speakers provided public comments:

- Ravneel Chaudhary
- Kenia Najjar
- Kimberly Woo
- Moana K
- Dylan Martinez
- Lavain Henderson
- Francisca Guzman
- Dylan Martinez
- Danae Moreno
- Austin
- Gail Dixon

#### **6. ADJOURN CITY COUNCIL REGULAR MEETING TO THE EAST PALO ALTO SANITARY DISTRICT BOARD MEETING**

Vice Mayor Abrica, serving as chair of the sanitary district board, conducted the transition to the sanitary district portion of the meeting.

#### **7. APPROVAL OF EPASD CONSENT CALENDAR**

## **7.1 Cash Disbursement Report for February 2026**

Motion: Council Member Romero moved approval of the cash disbursement report. Vice Mayor Abrica seconded. The motion passed unanimously by roll call vote.

## **8. EPASD PUBLIC COMMENT**

Gail Dixon provided public comment.

## **9. EPASD BOARD MEETING INFORMATIONAL REPORTS**

### **9.1 Quarterly Update - East Palo Alto Sanitary District**

Utility Manager Matt Vining provided a comprehensive quarterly update on EPASD operations since the transition to city management in October 2024. He reported on infrastructure maintenance, completing quarterly inspections of businesses for fats, oils, and grease compliance, CCTV inspections of the entire 33.6-mile collection system, and implementation of updated management systems.

Vining highlighted improvements in financial management processes, completion of carryover capital projects, and ongoing development of strategic planning documents including the sewer system master plan and nexus study. He reported zero sanitary sewer overflows during the reporting period and successful coordination with the advisory committee on various oversight topics.

Council Member Dinan asked about reserve funds for potential coordination with street improvement projects. Vining confirmed the district has "well over \$20 million" in reserves and discussed upcoming capital improvement projects along Bay Road and Willow Road.

Council Member Romero requested that future quarterly reports include budget-to-actual financial information to better track performance against budget projections.

Vice Mayor Abrica inquired about budget processes and reserve policies, noting the need to establish formal reserve policies for the sanitary district similar to the city's 12% general fund reserve requirement.

## **10. ADJOURN EAST PALO ALTO SANITARY DISTRICT BOARD MEETING AND RECONVENE CITY COUNCIL REGULAR MEETING**

## **11. INFORMATIONAL REPORTS**

### **11.1 Automated License Plate Recognition (ALPR) Informational Update**

Police Chief Liu and Investigator Jason Peardon presented the quarterly ALPR update, detailing several major cases where the Flock camera system proved instrumental in solving crimes between December 2025 and March 2026. The presentation included detailed case studies of vehicle thefts, armed robberies, carjackings, a missing person case, an attempted murder, and robbery series.

Peardon emphasized the transparency portal on the department's website, monthly auditing procedures, and compliance measures. He confirmed no data breaches or policy violations during their 16 months of operation and described safeguards against unauthorized access, including manual review of all data sharing requests.

Chief Liu stressed the department's commitment to community concerns and security measures, noting they had cut off sharing with problematic agencies and were incorporating additional contract language to prohibit Flock from using their data for AI training purposes.

Council discussion revealed tensions around the technology. Vice Mayor Abrica questioned the large number of agencies with access to EPA data and expressed concerns about federal authorities' ability to access information despite local safeguards. He noted fundamental community concerns about surveillance, particularly given the demographic composition of East Palo Alto.

Council Member Dinan praised the technology's effectiveness in solving crimes while acknowledging immigration concerns. He argued that federal authorities have multiple other surveillance capabilities that pose greater risks than Flock cameras, and emphasized the practical benefits for public safety.

Peardon confirmed the department's 30-day data retention policy and verified that the system had not been used for immigration enforcement activities in East Palo Alto.

Vice Mayor Abrica delivered an extensive critique, emphasizing that East Palo Alto's crime reduction over 20 years resulted from community-police trust, not surveillance technology. He argued that Flock as a company avoids responsibility for data security while communities bear the risks, and expressed concern about eroding community trust. He noted that spending \$100,000 annually on cameras could instead fund additional police officers for community engagement.

Investigator Peardon confirmed the department operates 25 cameras with a proposal to add five more, primarily positioned at city entry/exit points and major University Avenue intersections.

Public comment included strong opposition to the Flock system from multiple speakers who raised concerns about constitutional violations, data breaches in other cities, federal access to surveillance data, and impacts on immigrant communities. Several speakers criticized the council for removing the policy discussion from the agenda and called for contract cancellation.

The following speakers provided public comment:

- Ravneel
- Gail Dixon
- Mario
- Laura Rubio
- Fili Zaragoza
- Cara Silver
- Kimberly Woo
- Ariana A.
- Maximina M.
- WBC
- Estefani
- Tim MacKenzie
- Beth Von Emster
- Sara Matlin
- Mr. Best
- Luis Rosas
- Mia O'Brien
- Lourdes Best
- Emily Hannigan
- Kara Saveedra Lara

**12. SPECIAL PRESENTATIONS**

**13. PUBLIC HEARINGS**

**14. POLICY AND ACTION**

**14.1 Continued use of Automated License Plate Recognition Systems for Enhanced Public Safety (Item Removed)**

**14.2 Five-Year Information Technology Strategic Plan**

Jeff Lewis from Government Technology Group presented the comprehensive five-year IT strategic plan for East Palo Alto. The presentation covered the methodology involving interviews with all city departments, current state assessment, and strategic recommendations for short-term (1-2 years), mid-term (2-3 years), and long-term (4-5 years) technology improvements.

The plan identified key strengths including strong executive support and positive organizational culture, but noted significant areas for improvement including siloed data systems, aging infrastructure, and staffing constraints. Priority areas included cybersecurity enhancement, infrastructure modernization, and business systems optimization.

Lewis outlined a realistic roadmap with estimated costs of approximately \$2.57 million in year two for potential ERP system replacement, depending on a business process review determining whether current systems meet departmental needs.

Council Member Romero expressed skepticism about the ERP system evaluation, noting the city had recently invested significantly in the Caselle system and questioning whether they should consider replacing it so soon. He worried about technology vendors' promises and the rapid pace of technological change potentially making investments obsolete quickly.

City Manager Gaines clarified that the first year would involve evaluating current systems against actual needs, and any major system changes would require council approval with full data about capabilities and limitations.

Council Member Dinan strongly supported the technology upgrades, citing Foster City's recent ransomware incident as an example of why proactive IT investment is crucial. He emphasized the need for integrated systems that automate processes and provide better public services, including a 311 system for resident requests.

Vice Mayor Abrica asked about the feasibility of combining years one and two to accelerate improvements. Lewis explained that while some acceleration was possible with additional resources, certain dependencies required sequential implementation, particularly the business process review that must precede system replacement decisions.

The consultants emphasized that the plan was flexible and could be adjusted based on city priorities and resource availability, with approximately 20-25 additional projects not included in the five-year timeline.

Motion: Vice Mayor Abrica moved to adopt the four recommendations under the resolution establishing the five-year information technology strategic plan for fiscal years 2026-27 through 2030-31. Council Member Dinan seconded. The motion passed unanimously with Council Member Barragan being absent after confirmation that budget appropriations would require separate future approvals.

**15. COUNCIL REPORTS**

Council Member Romero honored the memory of Verna Winston, who had recently passed away, recognizing her as instrumental in demonstrating civic engagement by consistently attending council meetings to advocate for community issues. He noted that her persistent advocacy was the primary reason Addison Street improvements were finally prioritized.

**15.1 Letter from Mayor Webster Lincoln**

**15.2 Letter from Councilmember Ruben Abrica**

**16. ADJOURNMENT**

Mayor Lincoln moved to adjourn the meeting at 10:44 PM in honor of Verna Winston. The meeting was adjourned.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Denise J. Garcia, Assistant to the City Manager  
Shiri Klima, Assistant City Manager

**SUBJECT:** Agreement with ARC TEC, Inc. Architectural Services related to 2535 Pulgas Avenue

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**Recommendation**

Adopt a resolution:

1. Finding that approval of a professional services agreement with ARC TEC, Inc., for architectural services to amend the previously approved City Entitlements at 2535 Pulgas Avenue is exempt from the City’s Purchasing Ordinance pursuant to the East Palo Alto Municipal Code Section 2.84.060 (Exemptions), subdivision (B)(17) (Exemptions Established By Law)(sole source);
2. Appropriating \$454,535 from the committed General Fund balance of \$20 million previously allocated by the Council for the Civic Center project;
3. Authorizing the City Manager to execute the agreement with ARC TEC, Inc in an amount not-to-exceed \$454,535 for Phase 2 – Revised Design Services, in a form approved by the City Attorney; and
4. Finding the proposed action complies with the California Environmental Quality Act (CEQA) pursuant to a Mitigated Negative Declaration and Final Environmental Impact Report for the Ravenswood Business District Specific Plan Update (2024).

**Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Governance, Organizational Strength and Fiscal Sustainability

**Background**

At the July 29, 2025, City Council meeting, staff presented the need for a consolidated Civic Center to address operational inefficiencies resulting from a growing community and outdated City facilities. Current City operations are fragmented across multiple leased locations that are not designed to support modern service delivery.

Development of a permanent Civic Center would:

- Improve operational efficiency and coordination across departments
- Reduce long-term costs and risk associated with leased facilities
- Enhance public access to City services and community amenities
- Support a centralized and modernized approach to local government services

The property at 2535 Pulgas Avenue was previously designed and entitled as an office building by ARC TEC, Inc. To implement the City’s vision for a Civic Center, including a public park with track and field, a significantly larger public library, a police station for providing emergency services functions, a city hall, and community-serving spaces, modifications to the existing entitlements and design are required.

On August 11, 2025, ARC TEC submitted a proposal (Attachment 1) to revise the approved entitlements and prepare updated construction documents. Staff is now seeking authorization to proceed with the construction documents and bidding assistance portions of the work to advance the project toward permitting and construction.

Staff recommends a sole-source agreement with ARC TEC, Inc. because the firm originally designed the building and coordinated its architectural, structural, and entitlement components, known as Phase 1 of the project. Their familiarity with the project provides a clear technical advantage, allowing for efficient modifications while minimizing the risk of design conflicts, delays, or rework, which is Phase 2 of this project. East Palo Alto Municipal Code Section 2.84.520 does not allow sole source contracts other than those listed in section 2.84.310, and section 2.84.310(B)(1)(b) allows sole sourcing "for a service already provided or being provided. Since ARC TEC already designed the building and coordinated its architectural, structural, and entitlement components, it is appropriate to sole source this additional work at this time.

*Project Scope:*

ARC TEC will revise the previously approved entitlements, prepare construction documents, and redesign the building for use as a Civic Center. The new design will be architecturally consistent with the current four story, ± 100,000 square foot office building with surface parking on an approximately 4-acre site on Pulgas Avenue in East Palo Alto, CA.

The scope of work will include:

- Increase the floor-to-floor height between the first and second floors to 18 feet
- Revise the site plan to include undeveloped land allotment for a 20,000 square foot, single story future structure and yard for a police facility.
- Revise exterior and site to provide new 3rd entry.
- Modifications to civil and landscape due to the addition of third entry and undeveloped area
- Revisions to C3 treatment based on site modifications
- All warm shell components including MEP, restroom cores, stairs and egress, to remain as currently designed. Any revisions to be included as part of a future TI.
- Revisions to building skin to reflect revised uses and civic character of City Hall.

If the City Council proceeds with this staff recommendation, the City Manager will execute the agreement with ARC TEC, and the work will commence this spring.

**Fiscal Impact**

The fiscal impact of this contract is \$441,310. Funding for this contract will be provided from the committed General Fund balance of \$20 million previously allocated by the Council for the Civic Center project. This expenditure will reduce the available committed balance for the overall project.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The proposed action complies with the California Environmental Quality Act (“CEQA”) as noted in a previous [staff report, dated July 29, 2025](#). In sum, the proposed action was largely analyzed by the Mitigated Negative Declaration (“MND”) for the underlying project (State Clearinghouse No. 2021110199 [“Jobtrain Office Project”]),(<https://ceqanet.lci.ca.gov/2021110199>), and the current iteration of the project is consistent with the MND’s analysis. Similarly, the City Council City found that the Civic Commons fell within the scope of the prior MND’s analysis and did not trigger subsequent or supplemental environmental review under CEQA Guidelines Section 15162. Similarly, the City approved a Final Environmental Impact Report for the Ravenswood Business District/4 Corners (RBD) Specific Plan (State Clearinghouse No. 2011052006)

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments**

1. ARC TEC Proposal
2. Agreement with ARC TEC
3. Resolution

August 11, 2025  
Revised April 8, 2026  
Revised April 9, 2026  
**Revised April 14, 2026 (Revisions in bold italics)**

Mr. Melvin E. Gaines  
City Manager  
**City of East Palo Alto**  
2415 University Avenue  
East Palo Alto, CA 94303  
Phone: (650) 853-3118  
E-mail: mgaines@cityofepa.org  
Cc: mia@emersoncollective.com

RE: **Contract Architectural Services**  
2535 Pulgas Avenue - New 4 Story Building  
East Palo Alto, CA

**ARC TEC # 205138.12**

Dear Mr. Gaines:

In response to your request, **ARC TEC** is very enthusiastic about the prospect of working with you and **City of East Palo Alto** on this project. **ARC TEC** is pleased to submit this proposal for professional services. Our understanding of the project scope and services is as follows:

**ARC TEC** will be commissioned to revise the previously approved City Entitlements, Construction Documentation, and redesign the project for use as a City Hall. The new design will be architecturally consistent with the current four story, ± 100,000 square foot office building with surface parking on an approximately 4-acre site on Pulgas Avenue in East Palo Alto, CA. Scope of work shall include the following:

- Revise building height to achieve an 18'-0" floor-to-floor height between the first and second floors
- Site plan revisions to include undeveloped land allotment for a 20,000 square foot, single story future structure and yard for a police facility.
- Revise exterior and site to provide new 3<sup>rd</sup> entry.
- Modifications to Civil and Landscape due to the addition of 3<sup>rd</sup> entry and undeveloped area
- Revisions to C3 treatment based on site modifications
- No new CEQA anticipated
- All warm shell components including MEP, restroom cores, stairs and egress, to remain as currently designed. Any revisions to be included as part of a future TI.
- Revisions to building skin to reflect revised uses and civic character of City Hall.

Architectural and engineering services required to revise the previously approved City Entitlements (Phase 1) has been completed under **ARC TEC # 205138.11**. This proposal is for Phase 2 – Revised Design Services (Planning Resubmittal, CDs, City Permitting Assistance, Bidding Assistance, and CA) only. Please note that the scope of work for Construction Administration is the same as previously proposed.

**ARC TEC's** primary point of contact for Phase 2 services will be Dan Kirby, dkirby@arctecinc.com, (408) 496-0676.



**ARIZONA**

2960 E. Northern Avenue  
Building C  
Phoenix, AZ 85028  
602.953.2355

**CALIFORNIA**

1731 Technology Drive  
Suite 750  
San Jose, CA 95110  
408.496.0676

**DESIGN TEAM**

**ARC TEC** will coordinate the services of all those consultants identified as the **DESIGN TEAM**, whether in contract or not-in-contract (NIC). **ARC TEC** has endeavored to identify and include those services, which in its judgment are required to complete the project as defined, and are typically under the purview of the architect.

Architect	<b>ARC TEC, Inc.</b> 1731 Technology Drive, Suite 750 San Jose, CA 95110
Structural Engineering	Structural Engineers, Inc. 2901 Tasman Drive, Suite 100 Santa Clara, CA 95054
Civil Engineering	BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City, CA 94065
Landscape Architect	Rana Creek 27875 Berwick Drive Carmel, CA 93923
Joint Trench	Millennium Design and Consulting, Inc. 822 Hartz Way, Suite 212B Danville, CA 94526
LEED Consulting Services	Brightworks 350 California Street, Floor 2 San Francisco, CA 94104
MEP Engineering – Fully Engineered	ACIES Engineering 400 N. McCarthy Boulevard, Suite 250 Milpitas, CA 95035
Title 24/Energy Modeling	ACIES Engineering 400 N. McCarthy Boulevard, Suite 250 Milpitas, CA 95035
Mechanical Design/Build Subcontractor (NIC)	TBD
Plumbing Design/Build Subcontractor (NIC)	TBD
Electrical Design/Build Subcontractor (NIC)	TBD

## **SCOPE OF SERVICES**

### **PHASE II - Revised Design Services (Planning Resubmittal, CDs, City Permitting, Bidding Assistance)**

#### **Planning Resubmittal**

ARC TEC will provide coordination with City of East Palo Alto including response to comments and planning resubmittal to be deemed complete for approval by City Manager Melvin Gaines.

#### **Design Development/Construction Documentation**

Based on the approved revised City Entitlement Package and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **City of East Palo Alto**, ARC TEC shall prepare, for approval by the **City of East Palo Alto**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Professional services will include the following:

- **ARC TEC** will lead weekly design meetings deemed necessary to complete the project. The **Construction Manager/Program Manager** will prepare and distribute meeting minutes.
- Site plan and all site details (modifications only)
- Building floor plans, roof plan, core reflected ceiling plans, and exterior elevations (modifications only).
- Building wall sections, door and window types, door, window and wall schedules (modifications only).
- All other architectural detailing and specifications necessary to obtain consistent bids as well as to construct the facility (modifications only).
- Structural engineering calculations, specifications, details and drawings required for complete foundations, framing, and miscellaneous details for the building (modifications only).
- Civil engineering required to revise civil construction documents and perform civil engineering services to bring the construction drawing set to match the current site plan that was submitted for the planning amendment in July. Provide new C.3/C.6 application and documentation to support the new stormwater treatment design. A grading permit for over excavation of the building footprint is required by the City as grading will be exceeded by 150 cy. Due to the site and stormwater treatment changes, we will need to resubmit the rough grading plans and stormwater treatment plans and complete a new rough grading permit application because the previous application no longer applies. **Services shall include tentative map update to conform to amended planning package and update to parcel map with current dates and authorized signatures. A current title report will be required to review with the parcel map and for City submittal.**
- Utility consulting and joint trench design services including updating gas and electric design per PG&E design globals and revision of bid documents. (modifications NIC)
- Landscape architecture required for all site work including hardscape design, plantings, landscaping, irrigation, and specification (modifications only).
- MEP Engineering (ACIES)
  - Develop MEP design concepts with Client and coordinate space requirements for new equipment.
  - Prepare a set of fully engineered mechanical, electrical and plumbing design solution documents and complete specifications for plan check, permitting and construction of the project.
  - Prepare Title 24 Mechanical and Lighting Energy budget forms and incorporate into Construction Documents.

- LEED Management Services (Brightworks)
  - Actively track and coordinate team member responsibilities for analysis of sustainability strategies. Coordinate the development of LEED documentation to demonstrate rating system compliance. Facilitate up to six (6) LEED Update Meetings during design phase in-person or virtually to address LEED agenda coordination issues and delivery of final completed documentation.
  - Investigating and evaluating alternative strategies that meet project goals and fulfill LEED requirements is critical to the success of a LEED project.
  - Conduct LEED Specification and Drawings Reviews to confirm inclusion of LEED requirements in construction documents.
- Title 24 Energy Compliance and LEED Energy Modeling, LEED Fundamental Commissioning and LEED v4.1 WBLCA (modifications only).
- Follow the City of East Palo Alto Building Department plan check process through to permit.
- All construction drawings to be done on REVIT™ 2026.

### **Bidding Assistance**

Upon **City of East Palo Alto** approval of the Construction Documents, proceed with the bidding and negotiation phase. Professional Services will include:

- Assist Client in conducting, the pre-bid conference with qualified bidders.
- At Client's direction, distribute construction documents to qualified bidders (reproduction costs are a reimbursable expense).
- Respond to bidder's questions and requests for clarifications regarding the construction documents.
- Issue appropriate addenda to the construction documents to the bidders.

### **Construction Administration**

**ARC TEC's** responsibility to provide Basic Services for the construction phase commences with the award of the initial contract for construction and terminates sixty (60) days after the originally scheduled date of Substantial Completion of Work. Professional services will include:

- Attend weekly construction meetings required to complete the project for a period of up to (14) months. The General Contractor will be responsible for writing and distributing minutes for these meetings.
- Process relevant documents, including interpretation of construction documents, shop drawings, submittals.
- Provide clarification of project documents, including written responses to written requests for information.
- Perform weekly site observation visits for a period of up to (14) months. Observations are to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, **ARC TEC** shall keep **City of East Palo Alto** informed of the progress and quality of the Work, and shall endeavor to guard **City of East Palo Alto** against defects and deficiencies in the Work.
- Prepare changes to the working drawings and specifications to reflect **City of East Palo Alto** approved change orders. Extensive redesign due to major changes would justify adjustments to the fee limit, or will be authorized as additional services.
- Maintain responsibility for design, documentation, and construction administration for the project.
- Provide deficiency "punch list" and track issues through completion.

### **Other Services**

- Assist in preparing application in order to obtain the Building Permit.
- Assist **City of East Palo Alto** in obtaining a Certificate of Substantial Completion and Temporary Certificate of Occupancy.
- Provide one set of Record Documents on bond. Record Documents are defined as a reproducible set of drawings that conform to the marked-up prints, drawings and other data furnished to ARC TEC by the General Contractor. This set of Record Documents will show the reported location of the Work and significant changes made during the construction process. The Record Documents are based on unverified information provided by other parties, which will be assumed reliable. ARC TEC cannot and does not warrant the accuracy of Record Documents.

### **ITEMS NOT INCLUDED**

The following items are not part of Basic Services, but may be provided as an Additional Service if requested and authorized by the Client:

Acoustical consulting	Security system design
Cathodic protection	Signage design other than monument signage
Construction staking	Soil testing data and foundation recommendations
Emergency generator design	Soil mitigation (Hazmat)
Energy evaluation and conservation studies	<b><i>Tentative / final map</i></b>
Environmental consulting	Testing and inspections
Fire protection engineering	Title report
Fire pump design	Telecommunications, telephone, data network design
Flood blockage study	Traffic Design (including signal and traffic control)
Geological survey and report	Trash Management
Interior improvements other than warm shell components	Underground utility locating
Joint Trench design modifications	Value engineering
LEED Enhanced Commissioning	Window washing consulting
Off-site utility extension design or capacity studies	Work due to existing conditions uncovered during construction
PG&E Application with associated load calculations	Work due to constructed conditions not in accordance with contract documents
Revisions made necessary by implementation of new code requirements	

**ASSUMPTIONS / EXCEPTIONS**

- We assume that the project will now be publicly bid and the project will require fully engineered MEP.
- We assume **City of East Palo Alto** will provide **ARC TEC** access to the site.
- We assume **City of East Palo Alto** will provide **ARC TEC** with all programming information, direction and approval in a manner consistent with the agreed upon schedule.
- We assume the project will be submitted as an amended permit submittal under the current code, to be confirmed with the City of East Palo Alto Building Department. **Unanticipated** revisions made necessary by implementation of new code requirements which took effect on 01/01/2026, if required by the City, are unknown at this time and may require additional services.
- We assume **City of East Palo Alto** shall provide prompt written notice to **ARC TEC** if **City of East Palo Alto** becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in **ARC TEC's** Documentation.
- We assume **City of East Palo Alto** will provide the necessary and required consultant services as noted above. Should **ARC TEC** be required to secure such services, the expense will be cost + 10% markup.
- We assume the General Contractor will be the engineer-of-record for the fire sprinkler & fire alarm systems.
- We assume **City of East Palo Alto** will pay for all City and other miscellaneous fees required to complete the project.
- We assume a 14-month construction schedule. Schedule extension beyond 14 months will require additional services billed at a rate of \$3,500/week or as a lump sum as part of a contracted additional service.

**PROJECT SCHEDULE**

This proposal is based on the following project schedule. The basis for the project schedule is an initiation date of **April 27, 2026**. Slippage in the project initiation date may result in an overall schedule slippage.

City Planning Resubmittal Start	April 27, 2026
City Planning Approval *	TBD
Construction Documents Start	July 1, 2026
Construction Documents Complete	September 9, 2026
City of East Palo Alto Building Department Submittal	TBD
City Plan Check Process *	20 Weeks
Building permit	TBD
Construction	14 Months (estimated)

\* Scheduling beyond the control of **ARC TEC**, **ARC TEC** will work with the City of East Palo Alto Building Department in an effort to meet the desired milestone dates.

**COMPENSATION**

ARC TEC will perform the professional services associated with the scope of work identified above for a stipulated fee to be billed monthly on a percent complete basis. The breakdown for the professional service fee follows.

**PHASE II - Revised Design Services**

**Planning Resubmittal (Hourly Estimate)**

Architecture	\$5,000.00
Civil Engineering (BKF)	\$2,410.00
Landscape Architecture (RANA)	<u>\$3,875.00</u>
<b>Sub-Total – Planning Resubmittal (Hourly Estimate)</b>	<b>\$11,285.00</b>

**Design Development/Construction Documents**

Architecture	\$200,000.00
Structural Engineering (SEI)	\$20,700.00
Civil Engineering (BKF)	<b>\$82,525.00</b>
Joint Trench (Millennium)	NIC
Landscape Architecture (RANA)	\$18,400.00
LEED Management (Brightworks)	\$1,725.00
MEP Engineering (ACIES)	\$34,100.00
Title 24/Energy Modeling (ACIES)	\$11,000.00
LEED Energy Modeling (Brightworks)	\$4,600.00
LEED Fundamental Commissioning (Brightworks)	INCL
LEED v4.1 WBLCA (Brightworks)	<u>\$9,200.00</u>
<b>Sub-Total – Construction Documents</b>	<b>\$382,250.00</b>

**Bidding Assistance**

Architecture	\$20,000.00
Structural Engineering (SEI) (Allowance)	\$7,500.00
Civil Engineering (BKF)	\$5,500.00
Landscape Architecture (RANA) (Allowance)	\$2,500.00
MEP Engineering (ACIES)	<u>\$5,500.00</u>
<b>Sub-Total – Bidding Assistance</b>	<b>\$41,000.00</b>

**Construction Administration \***

Architecture	\$230,000.00
Structural Engineering (SEI)	\$25,300.00
Civil Engineering (BKF)	\$49,500.00
Landscape Architecture (RANA)	\$18,300.00
LEED Consultant (Brightworks)	\$24,200.00
Joint Trench (Millennium)	NIC
MEP Engineering (ACIES)	<u>\$14,300.00</u>
<b>Sub-Total – Construction Administration</b>	<b>\$361,600.00</b>

**TOTAL - PHASE II - Revised Design Services** **\$796,135.00**

**Reimbursable Expense (Estimate)** **\$20,000.00**

\* See Assumptions/Exclusions for additional fees if required due to schedule extension.

In addition to the above fees, **reimbursable expenses** include all printing for design review, project coordination (other than ARC TEC review) and government agencies review; express courier service; one reproducible set for bidding; and other direct expenses incurred in performing Work on this project will be charged. The fee for these expenses shall be the actual expense +10%.

Mr. Melvin E. Gaines  
August 11, 2025  
Revised April 8, 2026  
**Revised April 9, 2026**  
Page 8

ARC TEC # 205138.12

If **ARC TEC** is required to perform any services in addition to those described in this Agreement, whether by reason of substantial changes ordered by the Client, or for any reason beyond **ARC TEC**'s reasonable control, **ARC TEC** will be entitled to receive payment of such additional services in accordance with rates provided for additional services under the Proposal. **ARC TEC** will not be obligated to perform these additional services until it receives authorization in writing from the Client.

Please find attached a copy of our **terms and conditions** and **hourly rate schedule**. Should you have any questions, or if I can be of further assistance, feel free to contact me at any time. Upon your review and acceptance, please forward a signed copy of this proposal to my attention at **ARC TEC**.

Sincerely,

ARC TEC, Inc.



Evan Sockalosky  
Principal



Daniel S. Kirby, AIA, LEED GA  
Principal

Accepted by:

Signature

Date

Title

## TERMS AND CONDITIONS

Capitalized words are defined in the Definitions section at the end of this Terms and Conditions.

### BILLING

Progress invoicing is monthly and payment is expected within 30 days of the date of the invoice. All fees unpaid after 60 days will accrue interest at a rate of 1 1/2% per month.

### ADA COMPLIANCE

The **Americans with Disabilities Act** (ADA) requires the removal of architectural barriers in existing facilities where removal is readily achievable. The Client acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will therefore be subject to various and possible contradictory interpretations. **ARC TEC** will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and to advise the Client as to the modifications to the Client's facility that may be required to comply with the ADA. **ARC TEC** cannot and does not warrant or guarantee that the Client's facility will fully comply with interpretations of ADA requirements by regulatory bodies or court decisions.

### INSURANCE

**ARC TEC** will maintain the following insurance, and upon request by the Client, **ARC TEC** will provide the Client with Certificates of insurance:

- Workers' Compensation coverage as required by law.
- Professional liability insurance including errors and omissions in the amount of \$1,000,000. This insurance will remain in effect during the term of this Agreement and for a period of one year after completion of the services performed by **ARC TEC**.
- General Liability and Automobile coverage with personal injury limits of at least \$1,000,000.

### OWNERSHIP OF DOCUMENTS

The Client acknowledges and agrees that the Documents may be used only for this Project. The parties agree that the Design Team will be the author of the Documents and will retain all common law, statutory and other reserved rights, including copyright. Upon request, the Client will be provided with reproducible copies of the Documents.

The Client will not use or authorize any person to use the Documents for anything other than the Project. The Client will indemnify and hold harmless the Design Team, its officers, directors, employees, agents, contractors, sub-contractors, consultants and sub-consultants against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of the unauthorized use of the Documents.

### ASSIGNMENT

Neither party to this Agreement will transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

### WAIVERS

No act, failure or delay by any party will constitute a waiver of any of its rights and remedies. Each party will retain the right to enforce any provision of this Agreement.

## TERMS AND CONDITIONS

### LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Design Team, the total aggregate liability of the Design Team to the Client and to all construction contractors and sub-contractors on the Project for any and all claims, losses, costs, expenses or damages of any nature whatsoever arising out of or in any way connected with the performance of this Agreement or the services provided under this Agreement is hereby limited to \$100,000 or the amount paid by the Client under this Agreement, whichever is less. This limitation applies to all liability, including, but not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty claims.

The Client will, to the fullest extent permitted by law and subject to the limit set forth in the previous paragraph, indemnify and hold harmless the Design Team and its officers, directors, employees, agents, contractors, sub-contractors, consultants and sub-consultants from all losses, claims, demands, damages, assessments, reasonable attorney's fees, costs and expenses arising out of or in any way connected with the performance of this Agreement by the Design Team except to the extent such damages, liabilities or costs are caused by the sole negligence or willful misconduct of the Design Team or any of its members.

The Design Team will not be responsible for, have authority over, or be subject to any liability for construction, construction supervision or observation of construction means, methods, techniques, or safety measures.

### SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions will remain in full force and effect.

### COMPLIANCE WITH LAWS

The Client and **ARC TEC** shall comply with the provisions of the applicable federal, state, county and local laws, ordinances, regulations and codes.

### NOTICES

Any notice, demand or request required or permitted to be given under the provisions of this Agreement must be in writing and will be deemed to have been duly delivered on the date of personal delivery or on the date of mailing if mailed by registered or certified mail, postage prepaid and return receipt requested to the other party at the address set forth in this Agreement, unless either party gives written notice to the other party of a change of address.

### FORCE MAJEURE

Neither party will be liable for delays or failure to meet its obligations under this Agreement due to causes beyond the party's reasonable control, provided the non-performing party promptly notifies the other party of the nonperformance and takes all reasonable steps to recommence performance promptly.

### SURVIVAL

Notwithstanding anything else in this Agreement, all rights and obligations of the parties, specifically including but not limited to those set forth in the Section entitled "Ownership of Documents" and any other terms, which by the specific language or by reasonable implication are to continue beyond the term of this Agreement, will survive the expiration or termination of this Agreement.

## TERMS AND CONDITIONS

### APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

### HAZARDOUS MATERIALS

It is acknowledged by both parties that the services to be provided by **ARC TEC** under this Agreement do not include any services related to asbestos or hazardous or toxic materials. In the event **ARC TEC** or any other party encounters asbestos or hazardous or toxic materials at the Project site, or it becomes known in any way that such materials may be present at the Project site or any adjacent areas that may affect the performance of **ARC TEC**'s service, **ARC TEC** may, at its option and without liability for consequential or any other damages, suspend performance of its services on the Project until the Client retains appropriate specialty consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials, and such specialty consultants or contractors warrant in writing that the Project site is in full compliance with applicable laws and regulations.

### WARRANTY OF CONDITIONS

**ARC TEC** will not be required to execute any document that would result in the certifying, guaranteeing and warranting of concealed conditions whose existence cannot be ascertained by **ARC TEC** at the Project site.

### CHANGES AND ADDITIONAL SERVICES

If **ARC TEC** is required to perform any services in addition to those described in this Agreement, whether by reason of substantial changes ordered by the Client, or for any reason beyond **ARC TEC**'s reasonable control, **ARC TEC** will be entitled to receive payment for such additional services in accordance with rates provided for additional services under the Proposal. **ARC TEC** will not be obligated to perform these additional services until it receives authorization in writing from the Client.

### CALIFORNIA ARCHITECTURAL REGISTRATION

Pursuant to the California Architectural Practice Act, Section 5536.22, any contract for architectural services must contain the name and license number of the architect providing the architectural services. The following architects, who are licensed in good standing in the State of California, may be providing services on the Project, and may seal and sign any required documentation:

- **Daniel S. Kirby** License # **C-19463** Expires 09/30/2027
- **Robert L. Wood** License # **C-38299** Expires 06/30/2027
- **James R. Fulton** License # **C-34714** Expires 02/28/2027

### MEDIATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to, this Agreement or the breach of this Agreement, will be submitted to non-binding mediation under the auspices of a mutually agreed upon mediation service, experienced in the resolution of construction disputes, prior to initiation of any lawsuit or other litigation. The cost of the mediation will be split equally between the parties.

The Client and **ARC TEC** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained.

## TERMS AND CONDITIONS

### TERMINATION OR SUSPENSION

Either party may terminate this Agreement at any time with or without cause upon giving the other party seven calendar days prior written notice. The Client will within 30 calendar days of termination pay **ARC TEC** for all services rendered and all costs incurred up to the date of termination, in accordance with the Billing provisions of this Agreement.

If the Client elects to suspend the project for more than thirty (30) consecutive days, **ARC TEC** shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, **ARC TEC** shall be compensated for expenses incurred in the interruption and resumption of **ARC TEC**'s services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

### COMPLETE AGREEMENTS

The Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. This Agreement supersedes and cancels all prior oral and written agreements between the parties with respect to this subject matter. This Agreement may not be changed in any way except by an instrument in writing signed by both parties. No representations or statements of any kind made by a representative of either party, which are not stated herein, will be binding on that party. No course of dealing or course of performance will be relevant to explain or supplement any term expressed in this contract.

### DEFINITIONS

The following terms are defined below and will have that meaning throughout the Agreement:

- "Agreement" will mean the Proposal and this Terms and Conditions.
- "**ARC TEC**" will mean **ARC TEC, Inc.**
- "Client" will mean **City of East Palo Alto.**
- "Design Team" will mean **ARC TEC** and any contractors, sub-contractors, consultants and sub-consultants used on the Project by **ARC TEC.**
- "Documents" will mean all drawings, specifications and other documents prepared by **ARC TEC**, either through its own employees or through contractors or consultants, for the Project.
- "Project" will mean **New Four-Story Building, East Palo Alto, CA.**
- "Proposal" will mean the attached letter **April 14, 2025**, from **ARC TEC** to the Client, which describes the specific architectural services for the Project.

### WRITTEN CONTRACT

**ARC TEC** will not perform any services until a signed copy of this Agreement is returned. This offer will remain valid for 30 days from the date first identified in the Proposal.

The Client and **ARC TEC** acknowledge that they have read this Agreement, understand the terms and agree to be bound by this Agreement.

The Client and **ARC TEC** acknowledge that they have read this Agreement, including Appendices and Addenda, if any, understand them and agree to be bound by their terms and conditions.

## HOURLY RATE SCHEDULE

### HOURLY RATE SCHEDULE \*

#### ARCHITECTURAL (ARC TEC)

Principal	\$165.00 - \$210.00/hr.
Project Manager	\$140.00 - \$165.00/hr.
Project Designer	\$105.00 - \$145.00/hr.
Project Captain	\$100.00 - \$130.00/hr.
Technical Support	\$85.00 - \$105.00/hr.
Administrative	\$75.00/hr.

\* Effective January 1, 2018

## **CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), as authorized by the East Palo Alto City Council via Resolution No. \_\_\_\_\_, and ARC TEC Construction Inc., an architectural and interior design corporation, hereinafter referred to as "Contractor", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
- 3. Term.** The term of this Agreement shall commence on April 27, 2026, and shall continue in full force and effect until June 30, 2027.
- 4. Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 5. Indemnification.** Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 6. Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Contractor." Failure to maintain required insurance at all times shall constitute a default and material breach.

**7. Accident Reports.** Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**8. Conflict of Interest.** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

**9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.

**10. Licenses, Permits, Etc.** Contractor represents and warrants to City that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

**11. Business License.** Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The

failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

**12. Standard of Performance.** Contractor shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**14. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**15. Personnel.** Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**16. Prevailing Wages for Public Works Projects.** For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.

**17. Contractor Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**18. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of

the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**19. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**20. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.

**21. Assignment and Subcontracting.** Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**22. Successors and Assigns.** All terms, conditions, and provisions of this

Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**23. Non-Discrimination/Fair Employment Practices.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Contractor agrees to abide by the City's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.

**24. Official Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Melvin E. Gaines  
City Manager  
City Manager's Office  
2415 University Avenue  
East Palo Alto, CA 94303

If to Contractor: Daniel Kirby  
Principal  
Arc Tec Inc.  
1731 Technology Drive  
San Jose, CA 95110

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**25. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**26. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**27. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**28. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**29. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Contractor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality.** Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City records or information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement. A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

**33. News and Information Release.** Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**35. Authority.** The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

**36. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A, entitled "Scope of Work," including any attachments.
- Exhibit B, entitled "Compensation," including any attachments.
- Exhibit C, entitled "Insurance Requirements," including any attachments.
- Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

ARC TEC INC.  
a corporation

CITY OF EAST PALO ALTO,  
a municipal corporation

By: \_\_\_\_\_  
Daniel Kirby  
Principal

By: \_\_\_\_\_  
Melvin E. Gaines  
City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
East Palo Alto Business License No.

APPROVED AS TO CONTENT:

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Shiri Klima  
Assistant City Manager

APPROVED AS TO FORM:

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John D. Lê  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**1. Representatives.**

City Representative:

Melvin E. Gaines  
City Manager  
City Manager's Office  
2415 University Avenue  
East Palo Alto CA 94303  
650-853-3150

Contractor's Representative:

Daniel (Dan) Kirby  
Principal  
Arc Tec Inc.  
1731 Technology Drive  
San Jose, CA 95110  
408-496-0676

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and City's Representative.

**2. Services and Schedule.**

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference and performed according to the schedule set forth therein. Contractor will complete all services by June 30, 2027.

**3. Phased Performance.**

If the schedule calls for the services to be performed in phases or discrete increments, Contractor shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

**4. Additional Services.** Additional services are those services related to the scope of Services of Contractor as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform said Additional Services. Any costs incurred due to the performance of

Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

Contractor's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Contractor, compensation to Contractor shall not exceed the fixed fee amount.

**5. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Key personnel:

ARC TEC's primary point of contact for Phase 2 services will be Dan Kirby, dkirby@arctecinc.com, (408) 496-0676.

The design team includes an architect, structural engineering, civil engineering, landscape architect, joint trench, LEED consulting services, MEP Engineering – Fully Engineered, Title 24/Energy Modeling, Mechanical/Plumbing/Electrical design/build.

## EXHIBIT A

### ATTACHMENT 1 (SCOPE OF SERVICES FOR PHASE 2)

#### PHASE II - Revised Design Services (Planning Resubmittal, CDs, City Permitting, Bidding Assistance)

##### Planning Resubmittal

*ARC TEC will provide coordination with City of East Palo Alto including response to comments and planning resubmittal to be deemed complete for approval by City Manager Melvin Gaines.*

##### Design Development/Construction Documentation

Based on the approved revised City Entitlement Package and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **City of East Palo Alto, ARC TEC** shall prepare, for approval by the **City of East Palo Alto**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

Professional services will include the following:

- **ARC TEC** will lead weekly design meetings deemed necessary to complete the project. The **Construction Manager/Program Manager** will prepare and distribute meeting minutes.
  - Site plan and all site details (modifications only)
  - Building floor plans, roof plan, core reflected ceiling plans, and exterior elevations (modifications only).
  - Building wall sections, door and window types, door, window and wall schedules (modifications only).
  - All other architectural detailing and specifications necessary to obtain consistent bids as well as to construct the facility (modifications only).
  - Structural engineering calculations, specifications, details and drawings required for complete foundations, framing, and miscellaneous details for the building (modifications only).
- Civil engineering required to revise civil construction documents and perform civil engineering services to bring the construction drawing set to match the current site plan that was submitted for the planning amendment in July. Provide new C.3/C.6 application and documentation to support the new stormwater treatment design. A grading permit for over excavation of the

building footprint is required by the City as grading will be exceeded by 150 cy. Due to the site and stormwater treatment changes, we will need to resubmit the rough grading plans and stormwater treatment plans and complete a new rough grading permit application because the previous application no longer applies. *Services shall include tentative map update to conform to amended planning package and update to parcel map with current dates and authorized signatures. A current title report will be required to review with the parcel map and for City submittal.*

- Utility consulting and joint trench design services including updating gas and electric design per PG&E design globals and revision of bid documents. (modifications NIC)
- Landscape architecture required for all site work including hardscape design, plantings, landscaping, irrigation, and specification (modifications only).
- MEP Engineering (ACIES)
  - Develop MEP design concepts with Client and coordinate space requirements for new equipment.
  - Prepare a set of fully engineered mechanical, electrical and plumbing design solution documents and complete specifications for plan check, permitting and construction of the project.
  - Prepare Title 24 Mechanical and Lighting Energy budget forms and incorporate into Construction Documents.
- LEED Management Services (Brightworks)
  - Actively track and coordinate team member responsibilities for analysis of sustainability strategies. Coordinate the development of LEED documentation to demonstrate rating system compliance. Facilitate up to six (6) LEED Update Meetings during design phase in-person or virtually to address LEED agenda coordination issues and delivery of final completed documentation.
  - Investigating and evaluating alternative strategies that meet project goals and fulfill LEED requirements is critical to the success of a LEED project.
  - Conduct LEED Specification and Drawings Reviews to confirm inclusion of LEED requirements in construction documents.
- Title 24 Energy Compliance and LEED Energy Modeling, LEED Fundamental Commissioning and LEED v4.1 WBLCA (modifications only).
- Follow the City of East Palo Alto Building Department plan check process through to permit.
  - All construction drawings to be done on REVIT 2026.

### Bidding Assistance

Upon **City of East Palo Alto** approval of the Construction Documents, proceed with the bidding and negotiation phase. Professional Services will include:

- Assist Client in conducting, the pre-bid conference with qualified bidders.
- At Client's direction, distribute construction documents to qualified bidders (reproduction costs are a reimbursable expense).
- Respond to bidder's questions and requests for clarifications regarding the construction documents.
- Issue appropriate addenda to the construction documents to the bidders.

### Other Services

- Assist in preparing application in order to obtain the Building Permit.
- Assist **City of East Palo Alto** in obtaining a Certificate of Substantial Completion and Temporary Certificate of Occupancy.
- Provide one set of Record Documents on bond. Record Documents are defined as a reproducible set of drawings that conform to the marked-up prints, drawings and other data furnished to ARC TEC by the General Contractor. This set of Record Documents will show the reported location of the Work and significant changes made during the construction process. The Record Documents are based on unverified information provided by other parties, which will be assumed reliable. ARC TEC cannot and does not warrant the accuracy of Record Documents.

### **ITEMS NOT INCLUDED**

The following items are not part of Basic Services, but may be provided as an Additional Service if requested and authorized by the Client:

- Acoustical consulting
- Cathodic protection
- Construction staking
- Emergency generator design
- Energy evaluation and conservation studies
- Environmental consulting

- Fire protection engineering
- Fire pump design
- Flood blockage study
- Geological survey and report
- Interior improvements other than warm shell components
- Joint Trench design modifications
- LEED Enhanced Commissioning
- Off-site utility extension design or capacity studies
- PG&E Application with associated load calculations
- Revisions made necessary by implementation of new code requirements
- Security system design
- Signage design other than monument signage
- Soil testing data and foundation recommendations
- Soil mitigation (Hazmat)
- Testing and inspections
- Title report
- Telecommunications, telephone, data network design
- Traffic Design (including signal and traffic control)
- Trash Management
- Underground utility locating
- Value engineering
- Window washing consulting
- Work due to existing conditions uncovered during construction
- Work due to constructed conditions not in accordance with contract documents

#### ASSUMPTIONS / EXCEPTIONS

- We assume that the project will now be publicly bid and the project will require fully engineered MEP.
- We assume City of East Palo Alto will provide ARC TEC access to the site.
- We assume City of East Palo Alto will provide ARC TEC with all programming information, direction and approval in a manner consistent with the agreed upon schedule.
- We assume the project will be submitted as an amended permit submittal under the current code, to be confirmed with the City of East Palo Alto Building Department. Unanticipated revisions made necessary by implementation of new code requirements which took effect on 01/01/2026, if required by the City, are

unknown at this time and may require additional services.

- We assume City of East Palo Alto shall provide prompt written notice to ARC TEC if City of East Palo Alto becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in ARC TEC's Documentation.
- We assume City of East Palo Alto will provide the necessary and required consultant services as noted above. Should ARC TEC be required to secure such services, the expense will be cost + 10% markup.
- We assume the General Contractor will be the engineer-of-record for the fire sprinkler & fire alarm systems.
- We assume City of East Palo Alto will pay for all City and other miscellaneous fees required to complete the project.
- We assume a 14-month construction schedule. Schedule extension beyond 14 months will require additional services billed at a rate of \$3,500/week or as a lump sum as part of a contracted additional service.

### PROJECT SCHEDULE

This proposal is based on the following project schedule. The basis for the project schedule is an initiation date of **April 27, 2026**. Slippage in the project initiation date may result in an overall schedule slippage.

<b>City Planning Resubmittal Start</b>	<b>April 27, 2026</b>
<b>City Planning Approval</b>	<b>TBD</b>
<b>Construction Documents Start</b>	<b>July 1, 2026</b>
<b>Construction Documents Complete</b>	<b>September 9, 2026</b>
City of East Palo Alto Building Department Submittal	TBD
City Plan Check Process *	20 Weeks
Building permit	TBD

- \* Scheduling beyond the control of **ARC TEC**, **ARC TEC** will work with the City of East Palo Alto Building Department in an effort to meet the desired milestone dates.

**EXHIBIT B**  
**COMPENSATION**

**1. Contractor's Compensation.**

A. City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Four Hundred Fifty-Four Thousand Five Hundred and Thirty-Five Dollars - \$454,535.

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

**2. Appropriate Billable Hourly Rates for Services and Additional Services.**

Contractor will perform the services according to the schedule contained in Attachment 2 of Exhibit B.

**3. Contractor's Reimbursable Expenses.**

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

**4. Payments to Contractor.**

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

**5. Accounting Records of Contractor.**

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Contractor under this section shall survive this Agreement.

**6. Taxes.**

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of

Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. **Taxpayer Identification Number.** Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT B

### ATTACHMENT 2 (COMPENSATION SCHEDULE)

ARC TEC will perform the professional services associated with the scope of work identified above for a stipulated fee to be billed monthly on a percent complete basis. The breakdown for the professional service fee follows.

#### **PHASE II - Revised Design Services**

##### **Planning Resubmittal (Hourly Estimate)**

<b>Architecture</b>	<b>\$5,000.00</b>
<b>Civil Engineering (BKF)</b>	<b>\$2,410.00</b>
<b>Landscape Architecture (RANA)</b>	<b>\$3,875.00</b>
<b>Sub-Total – Planning Resubmittal (Hourly Estimate)</b>	<b>\$11,285.00</b>

##### **Design Development/Construction Documents**

Architecture	\$200,000.00
Structural Engineering (SEI)	\$20,700.00
Civil Engineering (BKF)	<b>\$82,575.00</b>
Joint Trench (Millennium)	NIC
Landscape Architecture (RANA)	\$18,400.00
LEED Management (Brightworks)	\$1,725.00
MEP Engineering (ACIES)	<b>\$34,100.00</b>
Title 24/Energy Modeling (ACIES)	\$11,000.00
LEED Energy Modeling (Brightworks)	\$4,600.00
LEED Fundamental Commissioning (Brightworks)	INCL
LEED v4.1 WBLCA (Brightworks)	<u>\$9,200.00</u>
<b>Sub-Total – Construction Documents</b>	<b>\$382,250.00</b>

##### **Bidding Assistance**

<b>Architecture</b>	<b>\$20,000.00</b>
<b>Structural Engineering (SEI) (Allowance)</b>	<b>\$7,500.00</b>
<b>Civil Engineering (BKF)</b>	<b>\$5,500.00</b>
<b>Landscape Architecture (RANA) (Allowance)</b>	<b>\$2,500.00</b>
<b>MEP Engineering (ACIES)</b>	<b>\$5,500.00</b>
<b>Sub-Total – Bidding Assistance</b>	<b>\$41,000.00</b>

<b>Reimbursable Expense (estimate)</b>	<b>\$20,000</b>
<b>TOTAL - PHASE II - Revised Design Services</b>	<b>\$454,535.00</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### I. TYPES OF INSURANCE

- A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
- D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars

(\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

## II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- C. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).
- E. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.

G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## EXHIBIT D

### CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

#### I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

#### II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

### **III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT**

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), stating, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

#### **IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION**

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

#### **V. INVESTIGATION AND RESOLUTION**

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate

that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

## **VI. OUTSIDE ADMINISTRATIVE AGENCIES**

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212  
U.S. Equal Employment Opportunity Commission 1.800.669.4000

**RESOLUTION NO. XX- 2026**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARC TEC, INC., ON A SOLE-SOURCE BASIS, FOR ARCHITECTURAL SERVICES TO AMEND THE PREVIOUSLY APPROVED CITY ENTITLEMENTS AT 2535 PULGAS AVENUE; AND APPROPRIATING \$441,310 FROM THE COMMITTED GENERAL FUND BALANCE PREVIOUSLY ALLOCATED FOR THE CIVIC CENTER PROJECT**

**WHEREAS**, the City of East Palo Alto has identified the need for a consolidated Civic Center to address operational inefficiencies, improve service delivery, and reduce long-term costs associated with multiple leased facilities; and

**WHEREAS**, the property located at 2535 Pulgas Avenue was previously designed and entitled as an office building by ARC TEC, Inc.; and

**WHEREAS**, to advance the City's Civic Center vision, including City Hall, Library, Police Department, Emergency Services functions, and community-serving spaces, modifications to the previously approved entitlements and design are required; and

**WHEREAS**, ARC TEC, Inc. originally completed Phase 1 of the project, including architectural, structural, and entitlement work, and therefore possesses unique and superior familiarity with the existing design, engineering, and entitlement materials; and

**WHEREAS**, based on this expertise and integration with the existing project documents, staff recommends a sole-source professional services agreement with ARC TEC, Inc. to efficiently and effectively complete Phase 2 – Revised Design Services; and

**WHEREAS**, ARC TEC, Inc. has submitted a proposal to revise the entitlements, prepare updated construction documents, and redesign the facility to accommodate Civic Center uses; and

**WHEREAS**, the total cost of services is an amount not-to-exceed \$454,535, including an allowance of \$20,000 for reimbursable expenses; and

**WHEREAS**, funding for this work is available from the committed General Fund balance of \$20 million previously allocated by the City Council for the Civic Center project; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Finds that approval of a professional services agreement with ARC TEC, Inc., for architectural services to amend the previously approved City Entitlements at 2535 Pulgas Avenue is exempt from the City's Purchasing Ordinance pursuant to the East Palo Alto Municipal Code Section 2.84.060 (Exemptions), subdivision (B)(17) (Exemptions Established By Law)(sole source) because EPAMC section 2.84.520 does not allow sole source contracts other than those listed in section 2.84.310, and section 2.84.310(B)(1)(b) allows sole sourcing "for a service already

provided or being provided";

3. Appropriates \$454,535 from the committed General Fund balance of \$20 million previously allocated by the Council for the Civic Center project.
4. Authorizes the City Manager to execute the agreement with ARC TEC, Inc in an amount not-to-exceed \$454,535 for Phase 2 – Revised Design Services, in a form approved by the City Attorney, which includes an additional \$20,000 for reimbursable expenses, such as printing for design review, courier service, and other direct expenses; and
5. Finds the proposed action complies with the California Environmental Quality Act (CEQA) pursuant to a Mitigated Negative Declaration (<https://ceqanet.lci.ca.gov/2021110199>) and Final Environmental Impact Report for the Ravenswood Business District Specific Plan Update (2024) (<https://www.cityofepa.org/planning/page/rbd-update-final-subsequent-environmental-impact-report-fseir-released-11152024>), both of which are made part of the administrative record for this approval and incorporated by this reference.

**PASSED AND ADOPTED** this 21st day of April 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Webster Lincoln, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney



# **EAST PALO ALTO CITY COUNCIL STAFF REPORT**

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**DATE:** April 21, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**VIA:** Melvin E. Gaines, City Manager  
**BY:** James Colin, City Clerk  
**SUBJECT:** Cinco de Mayo Proclamation

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## **Recommendation**

Present the proclamation.

## **Attachments**

1. Proclamation

# PROCLAMA DE LA CIUDAD DE EAST PALO ALTO EN RECONOCIMIENTO Y CELEBRACIÓN DEL FESTIVAL LATINO DEL CINCO DE MAYO 2026 Y FELICITACIONES AL COMITÉ LATINO POR ORGANIZAR EL EVENTO DESDE 1985

**CONSIDERANDO QUE**, este año marca otra celebración del Festival Latino Cinco de Mayo, brindando una oportunidad para que la ciudad de East Palo Alto se una en unidad y celebración; y

**CONSIDERANDO QUE**, el Festival Latino Cinco de Mayo sirve como un poderoso recordatorio del significado histórico del triunfo en la batalla del 5 de mayo de 1862 en Puebla, México, destacando las luchas continuas contra los imperios colonialistas y los estados esclavistas en todo el continente americano; y

**CONSIDERANDO QUE**, el presidente Benito Juárez, venerado como el 'Benemérito de las Américas', declaró de manera profunda: "Entre las naciones, así como entre los individuos, el respeto al derecho ajeno es la paz", encapsulando la esencia de la democracia y la paz; y

**CONSIDERANDO QUE**, durante la intervención y colonización de México por parte del Imperio Francés, las comunidades mexicanas y latinoamericanas, incluidas las de California, se unieron en apoyo al presidente Benito Juárez, utilizando el simbolismo de la Batalla del 5 de mayo para abogar por la democracia y resistir la opresión imperial, racista y antidemocrática; y

**CONSIDERANDO QUE**, otra lucha paralela fue la Guerra Civil en los Estados Unidos entre la República democrática del norte y la Confederación esclavista del Sur (1861-1865), mientras México ya había abolido la esclavitud desde 1829, reconociendo la importancia de resistir a las fuerzas opresoras y luchar por la libertad y la justicia; y

**CONSIDERANDO QUE**, el Cinco de Mayo en East Palo Alto y Belle Haven ha sido una tradición arraigada desde la formación del Comité Latino en 1981, que desempeñó un papel fundamental en la lucha por la incorporación y la creación de un gobierno municipal independiente en East Palo Alto en 1983, con el apoyo activo de las comunidades mexicanas y latinas; y

**CONSIDERANDO QUE**, en 1985, en colaboración con el Comité de Padres Migrantes/Bilingües del distrito escolar de Ravenswood y el Comité de Refugiados Salvadoreños (CORES), el Comité Latino organizó el primer evento público del Cinco de Mayo en Bell St. Park, marcando el inicio del querido Festival Latino, que ha sido celebrado continuamente desde entonces, con excepción de dos años debido a circunstancias mayores (1993 y 2020); y

**CONSIDERANDO QUE**, esta celebración del Cinco de Mayo en 2026 destaca el progreso, la resistencia y la fuerza comunitaria; y

**CONSIDERANDO QUE**, al celebrar el Cinco de Mayo, podemos reflexionar sobre su relevancia para nuestros tiempos y esforzarnos por construir una sociedad más democrática, justa y equitativa, honrando los principios de respeto, dignidad y solidaridad, tal como lo expresaría Don Benito Juárez;

**AHORA, POR LO TANTO**, el Ayuntamiento de la Ciudad de East Palo Alto, felicita a la Ciudad de East Palo Alto y el Comité Latino el 3 de mayo de 2026 y celebra el Día del Festival Latino Cinco de Mayo en la Ciudad de East Palo Alto. Animo a todos los residentes a unirse a las festividades, celebrar nuestras diversas culturas y reafirmar nuestro compromiso con la democracia, la paz y la justicia para todos.

Con Fecha: 5 de mayo 2026



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Webster Lincoln, Alcalde

# PROCLAMATION OF THE CITY OF EAST PALO ALTO IN RECOGNITION & CELEBRATION OF THE CINCO DE MAYO FESTIVAL LATINO 2026 AND EXTENDING CONGRATULATIONS TO THE COMITÉ LATINO FOR ORGANIZING EVENT SINCE 1985

**WHEREAS**, this year marks another celebration of the Festival Latino Cinco de Mayo, providing an opportunity for the City of East Palo Alto to come together in unity and celebration; and

**WHEREAS**, the Festival Latino Cinco de Mayo serves as a powerful reminder of the historical significance of the battle and victory on the 5th of May 1862 in Puebla, Mexico, highlighting the enduring struggles against colonialist empires and slave societies across the American continent; and

**WHEREAS**, President Benito Juarez, revered as a 'Distinguished Leader of the Americas,' profoundly stated, "Among nations, as among individuals, respect for the rights of others means peace," encapsulating the essence of democracy and peace; and

**WHEREAS**, during the intervention and occupation of Mexico by the French Empire, the Mexican and Latino American communities, including those in California, rallied in support of President Benito Juarez, utilizing the symbolism of the Battle of May 5th to advocate for democracy and resist racist, imperial, and antidemocratic oppression; and

**WHEREAS**, the formation of Comité Latino in 1981, and subsequent collaboration with the Migrant/Bilingual Parents Committee of the Ravenswood school district and the Committee of Salvadoran Refugees, paved the way for the inaugural public celebration of Cinco de Mayo at Bell St. Park in 1985, marking the beginning of the cherished Festival Latino in East Palo Alto and Belle Haven; and

**WHEREAS**, the perseverance and dedication of the East Palo Alto community led to the successful incorporation of East Palo Alto as an independent entity in 1983, with the support and active participation of the Mexican and Latino communities, demonstrating the power of collective action and advocacy; and

**WHEREAS**, despite challenges and setbacks, the Festival Latino Cinco de Mayo has been celebrated continuously since its inception, symbolizing progress, resilience, and community strength; and

**WHEREAS**, as we commemorate Cinco de Mayo and reflect on its relevance for our times, let us strive to build a more democratic, just, and equitable society, honoring the principles of respect, dignity, and solidarity as espoused by Don Benito Juarez.

**NOW THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of East Palo Alto, does hereby congratulate the City East Palo Alto and Comité Latino on May 3rd, 2026, as Festival Latino Cinco de Mayo Day in the City of East Palo Alto. I encourage all residents to join in the festivities, celebrate our diverse cultures, and reaffirm our commitment to democracy, peace, and justice for all.

**Dated: May 3, 2026**



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**Webster Lincoln, Mayor**



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Denise J. Garcia, Assistant to the City Manager  
Shiri Klima, Assistant City Manager

**SUBJECT:** Emergency Preparedness Program Update

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## **Recommendation**

Receive an informational report from staff regarding the City's Emergency Preparedness Program progress and provide direction on the overall program.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Public Health, Safety, and Quality of Life

## **Background**

During the City Council Priority Setting process for Fiscal Years 2025–2027, the City Council identified six strategic priorities, including Public Health, Safety, and Quality of Life. As part of this priority area, the City Council directed staff to establish a comprehensive Emergency Preparedness Program.

Over several months, staff conducted research to better understand the scope of a comprehensive Emergency Preparedness Program, including the roles and responsibilities of key partner agencies such as San Mateo County Emergency Management, Menlo Park Fire Protection District (Menlo Fire), the American Red Cross, and local nonprofit organizations.

Staff presented initial findings, along with a proposed work plan and budget framework, at the [March 25, 2025, City Council Meeting](#). Details are in the agenda packet starting on page 4.

## **Analysis**

Since the March 25, 2025, City Council meeting, implementation of the Emergency Preparedness Program has evolved in response to new information, regional coordination requirements, and operational needs. Key updates are outlined below.

*Community Outreach and Preparedness:*

A central component of the program is increasing community awareness and ensuring residents have access to the tools and information needed to prepare for emergencies. Over the past year, the City has expanded its outreach efforts through both in-person engagement and digital communication platforms.

Emergency preparedness materials were distributed during National Night Out, including information on Community Emergency Response Team (CERT) trainings and Menlo Fire preparedness courses. The City also launched a dedicated emergency preparedness webpage, [www.cityofepa.org/emergency](http://www.cityofepa.org/emergency), that serves as a centralized hub for resources, guidance, and program updates. Staff included emergency related preparedness tips in two of the printed mailers that were sent to every resident in the City.

Through partnerships with the American Red Cross and Menlo Fire, the City hosted a “Sound the Alarm” event that resulted in the installation of 125 smoke alarms across 33 homes in East Palo Alto and Belle Haven.

Beginning in March 2026, staff initiated ongoing monthly outreach to promote CERT enrollment and encourage greater community participation in preparedness activities. Seasonal messaging has also been developed and disseminated, particularly focused on storm preparedness during the winter months.

The City is working to strengthen partnerships with Menlo Fire, Youth Community Services (YCS), and rEPAct (East Palo Alto’s CERT program) to deliver hands-on preparedness opportunities. Planned efforts include:

- A community emergency kit assembly event
- Multilingual Emergency Preparedness Readiness Workshops in summer and fall 2026
- Distribution of 145 emergency preparedness kits to residents participating in training programs

*Interdepartmental and Regional Coordination:*

Effective emergency preparedness requires strong coordination both internally and with external partners. Over the past year, staff has focused on strengthening relationships and making connections.

Internally, the City developed a centralized tracking system for emergency-related agreements, including memoranda of understanding (MOUs). This system improves organization, ensures

agreements remain current, and allows for quick access to critical resources during an emergency.

Regionally, the City continues to work closely with San Mateo County on the Local Hazard Mitigation Plan (LHMP), a multi-jurisdictional effort focused on reducing long-term risks to people and property. As part of this effort, the City is responsible for providing project updates and conducting community outreach by summer 2026. This work is being led by one of the City's Community Service Officers.

The City is also advancing coordination with key service providers. Staff is currently working with the Red Cross and the YMCA to formalize the YMCA as an emergency shelter site. This partnership will expand the City's capacity to support residents during disasters, and an agreement is anticipated by the end of the fiscal year.

*Emergency Planning and Operational Readiness:*

Maintaining current and effective emergency plans is essential to ensuring a coordinated and efficient response during a disaster. Initially, staff recommended the City prioritize updates to its core planning documents, including the City's Emergency Operations Plan (EOP).

The City's EOP has not been updated in over a decade and is scheduled for revision following the County's EOP update to ensure consistency and alignment. In parallel, staff are developing a Crisis Communications Plan using the County's recently established framework, which will guide how the City communicates with the public, the media, City staff, and stakeholders during emergencies. A draft of this plan is expected by the end of the fiscal year.

Additionally, departments will soon work to complete their Continuity of Operations Plans (COOPs), with support from the Interim Police Captain. This effort ensures that essential City services can continue during and after an emergency, and that departments are equipped with the necessary supplies and protocols within the Emergency Operations Center (EOC).

The Emergency Preparedness team will review and update, if necessary, the EOP, Crisis Communications Plan, and EOC supplies on an annual basis, since an annual review is recognized as a best practice.

*Flood Preparedness and Resilience Efforts:*

Given the City's vulnerability to flooding, significant effort has been dedicated to strengthening flood preparedness and mitigation strategies. The City continues to maintain a Class 7 rating in the National Flood Insurance Program's Community Rating System, which provides meaningful financial benefits to residents through reduced flood insurance premiums.

To enhance operational readiness, the City launched monthly flood preparedness coordination meetings beginning in October 2025. These meetings bring together staff from Public Works, Community and Economic Development, and the Police Department to align on:

- Flood risk identification and mitigation strategies
- Departmental roles and responsibilities
- Emergency communication and response protocols

Public Works crews have also taken proactive measures in the field, including the removal of more than three tons of debris from local creeks to reduce blockage risks. Additional actions include maintaining a public sandbag station, issuing a request for proposals for on-call flood response contractors, and coordinating regularly with the San Francisquito Creek Joint Powers Authority and the National Weather Service.

*Training, Exercises, and EOC Preparedness:*

In November 2025, the City conducted a “Big One” earthquake tabletop exercise, which brought together staff and partner agencies to evaluate response capabilities only related to water infrastructure earthquake impacts. This exercise identified several key areas for improvement, including the need to update contact lists and centralize emergency agreements. Also, it did not include the broader City, only the water utility. In June 2026, all City staff will begin doing tabletop exercises twice a year, which will move to four times a year by January 2028.

In December 2025, the City hosted an Emergency Operations Center refresher workshop, followed by a flood-focused tabletop exercise. Eighteen staff members participated, representing multiple departments and emergency response roles. These sessions reinforced key concepts such as EOC structure, staff responsibilities, and disaster service worker requirements, while also providing an opportunity to review and organize emergency supplies.

As a result of these efforts, staff identified several next steps to further strengthen preparedness, including:

- Updating the Emergency Operations Plan
- Developing resource binders for EOC Section Chiefs
- Replacing outdated equipment, including the satellite phone
- Enhancing agreements with FEMA-compliant language
- Updating and organizing EOC supplies and documentation

The City has also implemented a FEMA training program that exceeds minimum federal requirements by requiring ongoing refresher courses, ensuring that staff maintain current knowledge and readiness over time.

Staff citywide also participated in the Great ShakeOut earthquake drill, engaging staff citywide and collecting feedback to improve future exercises. Participants rated the drill highly, with an average score of 4 out of 5, indicating strong engagement and perceived value.

Lastly, the Emergency Preparedness Team often attend regional trainings and emergency-

preparedness workshops to ensure knowledge, skills, and connections are maintained. Some of the most recent trainings staff attended include the Crisis Communications Framework Briefing, Bay Area Management Platform Training, and the San Francisquito Creek Tabletop Exercise.

**Next Steps and Future Projects**

The progress outlined above reflects several initiatives that are currently underway or nearing completion. As the Emergency Preparedness Program continues to develop, staff will focus on advancing key projects through the remainder of this fiscal year and into the next. These efforts are intended to strengthen internal readiness, expand community engagement, and enhance the City’s overall emergency response capabilities.

Priority projects include:

Project and Description:	Target Deadline:
Completion of the Crisis Communications Plan, which will establish clear protocols for timely, accurate, and coordinated communication with the public, media, and partner agencies during emergencies.	June 2026
Enhancement of Emergency Operations Center (EOC) readiness, including finalizing a comprehensive cabinet supply and resource inventory to ensure materials are organized, current, and readily accessible.	June 2026
Implementation of community preparedness initiatives, including the distribution of emergency kits and the facilitation of Emergency Preparedness workshops to increase resident readiness and resilience.	September 2026
Continuation of training and exercises, including an additional earthquake tabletop exercise to reinforce staff roles, test coordination, and incorporate lessons learned from prior events.	June 8, 2026 is the next scheduled exercise.
Launch of a “First 72 Hours” outreach campaign, focused on educating residents about the importance of being self-sufficient in the immediate aftermath of a disaster.	Summer 2026
Advancement of core planning documents, including the update of the EOP and continued support to departments in completing their COOPs.	Fall 2026
Preparation of emergency shelter site supplies to ensure the City is equipped to activate shelter sites when needed.	Winter 2027

Staff will continue to evaluate program progress and identify opportunities for improvement.

**Fiscal Impact**

There is no fiscal impact for this informational report.

**Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments**

None



# **EAST PALO ALTO CITY COUNCIL STAFF REPORT**

**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Batool Zaro, Senior Engineer  
Humza Javed, Public Works Director

**SUBJECT:** Connect Bay Area Act (SB 63) Informational Presentation

## **Recommendation**

Receive an informational report from SamTrans staff concerning Connect Bay Area Act (SB 63).

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Implement the Comprehensive Transportation and Mobility Plan
- Promote Health & Public Safety

## **Background**

SamTrans is the principal public transportation provider in San Mateo County, managing SamTrans bus, Ride Plus on demand ride-share, and Redi-Wheels and RediCoast paratransit services throughout the County. These transit services connect residents to jobs, healthcare, their communities, and regional transit systems.

Several San Francisco Bay Area transit operators – including Caltrain, BART and SF Muni, all of which serve San Mateo County – are facing significant budget deficits. Senator Scott Wiener introduced the Connect Bay Area Act (SB 63) to authorize a regional sales tax measure to be put before Bay Area voters in hopes of minimizing or avoiding public transit service reductions and other cuts because of these deficits. SB 63 authorizes a tax measure to be placed on the November 2026 ballot in San Mateo, San Francisco, Santa Clara, Alameda, Contra Costa Counties. If passed, the tax would take effect in 2027, and last 14 years.



## **SPECIAL PRESENTATION 7.1**

This potential measure is currently being circulated as an initiative petition by an independent group of citizens. If the measure qualifies for the November 2026 ballot and is approved by voters, the resulting regional tax would add additional public transportation funding for transit agencies across the Bay Area, including in San Mateo County.

Additionally, the measure would provide approximately \$50 million in annual, locally controlled funding dedicated to public transit in San Mateo County to be administered by the San Mateo County Transit District (District). This local funding would be entirely for transit within San Mateo County — no funds could be taken by the State or outside counties.

### **Analysis**

SamTrans is developing a Local Investment Plan to guide how transportation funds would be invested in San Mateo County if the Connect Bay Area regional measure qualifies for the ballot and voters approve it. District staff are presenting to city councils and other groups and bodies across the county in late March and April to promote the survey and collect additional feedback. They also are asking agency and stakeholder partners to help amplify this outreach by sharing multilingual fact sheets, social media content, and printable flyers with tear-off survey materials available at [//samtrans.com/projects/LocalFundingPlan](https://samtrans.com/projects/LocalFundingPlan).

### **Fiscal Impact**

There is no fiscal impact for this item.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The action being considered does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378 (b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not entail an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

### **Attachments**

 **SPECIAL PRESENTATION 7.1**

None.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin Gaines, City Manager

**BY:** Salifu Yakubu, Interim Planning Manager  
Shiri Klima, Assistant City Manager  
Elena Lee, Interim Director

**SUBJECT:** Development Code Text Amendment (ZTA25-002) to amend various Chapters and Sections of Title 18 (Development Code) of the East Palo Alto Municipal Code

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## **Recommendation**

By motion, waive the first reading and introduce an ordinance (Attachment 1) amending the Title 18 (Development Code) of the East Palo Alto Municipal Code to:

1. Repeal, replace and amend various Chapters and Sections of the Development Code regarding site design, architectural standards, definitions, typographical errors, corner lot standards, refueling and service stations, setbacks of multi-family zones, tree removals by government/quasi-government entities, Temporary Use Permits (TUPs), alcohol sales at bonafide eating establishments, Conditional Use Permits (CUPs) for public and private schools, Home Occupations, and other areas as set forth therein; and
2. Find the proposed Development Code Amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3) (common sense exemption), 15378(b)(5) (Not a Project), and 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act (CEQA) Guidelines.

## **Executive Summary**

The Planning Commission reviewed the proposed Development Code Amendment (ZTA25-002) on March 23, 2026, and recommended approval by a 6–2 vote with no public comments. The amendments aim to align the Development Code with State law, correct

errors and omissions, improve internal consistency, and streamline the development review process to support economic development. Key changes include Code clean-up corrections and process improvements such as allowing certain uses in mixed-use zones, simplifying permits, and reducing regulatory barriers for businesses and housing. The proposal also introduces efficiencies such as the allowance of an expedited process for minor temporary use permits for low-impact activities up to thirty days. These updates are intended to enhance clarity, efficiency, and flexibility in development review. The City Council is being asked to approve these changes in two stages. The second component involving Objective Development Standards will be introduced at the Council meeting on May 5, 2026.

### **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Land Use, Economic, and Workforce Development: Support balanced development that attracts investment, strengthens local businesses, reduces economic leakage, and expands access to quality jobs and services that meet local needs.

### **Background**

The Development Code Amendment was considered at the Planning Commission hearing on March 23, 2026. The Commission passed a resolution (Attachment 2) recommending that the City Council approve the text amendment as presented by the Planning staff by a vote of 6-2. Aside from the Commission's deliberations, no public comments were received.

The proposed Development Code Amendment (ZTA25-002) includes changes intended to achieve the following four primary objectives:

1. Conduct a comprehensive Code clean-up by correcting typographical errors and incorporating previously omitted text from prior City Council approvals;
2. Promote internal consistency within the Development Code;
3. Improve and streamline the development review process by amending or adding provisions that complement existing land uses and facilitate the review and approval of land use entitlements, thereby supporting ongoing economic development; and
4. Reconcile the Development Code with State legislation, particularly with respect to Objective Design Standards (Housing Accountability Act (HAA), California Government Code Sections 65589.5 et seq).

Planning staff has elected to present the proposed amendments over two meetings to allow sufficient time for thorough presentation and deliberation. The first meeting, scheduled for April 21, 2026, will address Objectives 1 through 3. The second meeting, scheduled for May 5, 2026, will continue the discussion and focus on Objective 4 (Objective Design Standards). Staff recommends that the City Council consider the attached ordinance, encompassing all four objectives, following its deliberation on

Objective Design Standards on May 5, 2026.

## **Analysis**

To avoid duplication, this City Council transmittal is intended to serve as an executive summary of the Planning Commission staff report (see [3a4abe4c-f279-11f0-bb28-005056a89546-b66d8e1b-5f57-400b-9799-cf3a802a8761-1773946417.pdf](#)), which provides a detailed discussion of the basis and justification for each of the four objectives described above.

## **Objectives of Development Code Text Amendments**

1. **Periodic Development Code Clean-up:** The proposed amendments include three corrections to the Development Code. First, a mislabeled section reference is corrected. Second, missing language is added to clarify accessory dwelling units (ADU) height limits (25 feet for attached, 17–18 feet for detached near transit). Third, correction of typographical errors is proposed to allow two-family attached dwellings by right and correct a Code reference for home businesses. (see Attachment 3: figures 3 and 4).
2. **Maintain Internal Consistency within Development Code (See Attachment 3: Figures 5 and 6):** Maintaining internal consistency within the Development Code is essential for clarity, predictability, and legal defensibility. Accordingly, staff regularly reviews provisions to ensure alignment across sections. Development Code Amendment (ZTA25-002) proposes three revisions.
  - i. First, Subsection 18.10.030.E will be amended to align with Subsection 18.96.050.F.3, permitting second curb cuts on corner lots with accessory dwelling units under specified conditions.
  - ii. Second, Table 2-2 and related notes will be updated to reflect revised rear yard open space standards, including reduced minimum requirements.
  - iii. Finally, Note #1 of Table 2-2 will be revised to incorporate provisions from the updated Objective Site and Architectural Design Standards.
3. **Process Improvements:** Process improvements within the Planning Division and the development review system are essential due to their central role in regulating land use, approving projects, and guiding urban growth. Enhancing these processes promotes efficiency, transparency, and predictability, resulting in faster project approvals and reduced delays that often hinder housing, infrastructure, and economic development. Streamlined workflows and standardized procedures minimize bottlenecks, improve turnaround times, and provide greater clarity for applicants, residents, and policymakers. To strengthen customer service and support economic growth, staff proposes seven amendments to improve the development review process:
  - i. *Allowing Tire Shops in Mixed-Use Zones* - Staff recommends permitting tire shops and related service uses in designated mixed-use areas along the

Highway 101 corridor, particularly near Pulgas Avenue and East Bayshore Road. A currently non-conforming tire shop at this location cannot be upgraded due to zoning restrictions. Allowing such uses with conditional use permits (CUPs) would enable site improvements, enhance operational viability, and promote economic activity (see Attachment 3: Figure 7). The CUP process would allow the City to require specific conditions to ensure that these uses are compatible with the surrounding areas.

- ii. *Allowing Public and Private Schools in Mixed-Use Zones* - The proposal would allow schools in mixed-use zones with CUP approval. While currently permitted in residential and commercial zones, schools are prohibited in mixed-use areas despite their compatibility with integrated residential and commercial environments. A CUP process would ensure case-by-case evaluation of impacts and suitability (see Attachment 3: Figure 8).
  - iii. *Reducing Front and Side Setbacks in Multi-Family Residential Zones* - Staff proposes reducing front setbacks to 15 feet and side setbacks to 5 feet across medium- to high-density residential zones. This change promotes efficient land use, enhances walkability, supports urban design consistency, and aligns with standards in comparable cities (see Attachment 3: Figure 9).
  - iv. *Streamlining Tree Removal Permits for Government Agencies* - Government agencies (e.g., PG&E and CPUC) would be exempt from submitting arborist reports when requesting tree removal for legitimate safety or infrastructure concerns, provided adequate justification is submitted. This amendment simplifies the process while maintaining accountability. A minor Code correction is also included (see Attachment 3: Figures 10 and 11).
  - v. *Allowing Home Occupations in Accessory Structures* - The amendment would permit home-based businesses in accessory structures, subject to appropriate permits. This change supports small-scale entrepreneurship, improves space utilization, and maintains neighborhood character (see Attachment 3: Figures 12 and 13).
  - vi. *Temporary Use Permits* - A two-tier system is proposed: Minor TUPs (up to 30 days) for low-impact uses with expedited approval, and Major TUPs (up to one year) requiring full review. This framework improves efficiency while preserving oversight for higher-impact activities (see Attachment 3: Figure 14).
  - vii. *Alcohol Sales* – Onsite alcohol sales in bona fide eating establishments would be exempt from CUP requirements, recognizing their lower impact compared to bars or nightclubs. Existing State regulations provide sufficient oversight, and this change would reduce costs and support local businesses.
4. Reconciliation with State legislation including the HAA: This involves the replacement of Site Design and Architectural Standards with Objective Design Standards. It is scheduled to be discussed at the May 5, 2026, City Council meeting.

Collectively, these amendments enhance efficiency, flexibility, and economic vitality while maintaining appropriate regulatory oversight (see Attachment 3: Figures 15 to 19).

## **Planning Commission Discussion**

With only a few exceptions, the Planning Commission expressed general support for the proposed Development Code Amendments. The following summarizes the discussion that preceded the Commission's recommendation for approval.

- A Commissioner raised a concern that the proposed modification to front and side setbacks in multi-family zones constituted an unwarranted concession to residential developers. A motion to eliminate the setback modification did not pass, as the majority of the Commission found the proposal consistent with contemporary design practices and voted in favor of its approval.
- A Commissioner made a comment regarding the proposal to mitigate the potential physical impacts of large "superblocks" on neighborhoods and streetscapes by limiting the length of residential and mixed-use structures to 200 feet and 300 feet, respectively. A motion to consult further with the development community and return to the Planning Commission was not approved, as the Commission determined that the proposed block size limitations represent a reasonable standard for infill development in urban, largely built-out cities such as East Palo Alto.
- A Commissioner made an additional recommendation for the Planning Commission and staff to monitor the effectiveness of the Objective Design Standards and to refine them periodically, as necessary, to improve their performance.

The Planning Commission concurred that the Objective Design Standards would support the Commission in reviewing housing projects in accordance with the Housing Accountability Act and other State legislation that limits project review to objective standards.

## **Next Steps**

The proposed amendments to the City's Development Code are intended to align the Municipal Code with the requirements of the HAA, streamline the development review process, and ensure internal consistency within the Code. Where local ordinances conflict with State regulations, State law prevails and supersedes local provisions.

This hearing addresses the first component of the Development Code Amendments. The second component, concerning the Objective Design Standards, is scheduled for City Council consideration on May 5, 2026. Although these components will be heard separately, staff recommends that the City Council take action at the conclusion of the second hearing on May 5, 2026, to approve a single ordinance (Attachment 1) encompassing both parts.

If approved, the ordinance would be adopted at a subsequent City Council meeting, anticipated to occur on June 2, 2026, as adoption requires at least two readings. The Development Code Amendment (ZTA25-002) will take effect on the 31st day following its

adoption by the City Council.

**Fiscal Impact**

There is no negative fiscal impact to the City associated with the proposed Ordinance.

**Public Notice**

Notice of this agenda item was provided to the public by posting the City Council agenda on the City's official bulletin board outside City Hall, and by making the agenda and staff report available on the City's website and at City Hall, located at 2415 University Avenue, East Palo Alto. Additionally, a legal notice was published in the local newspaper by April 11, 2026, more than ten (10) days prior to this meeting.

**Environmental**

This Ordinance is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" that would result in a direct physical change or a reasonably foreseeable indirect physical change to the environment, pursuant to CEQA Guidelines Section 15378.

Even if it were considered a project subject to CEQA, it would be exempt under CEQA Guidelines Section 15378 (regulatory actions) and Section 15061(b)(3), as there is no possibility that the Development Code, by itself, would have a significant adverse effect on the environment.

Furthermore, in accordance with CEQA Guidelines Section 15183, projects consistent with the development density established by General Plan policies (Vista 2035), for which an Environmental Impact Report (EIR) has already been certified, do not require additional environmental review, except where necessary to evaluate whether there are project-specific significant effects that are unique to the project or its site.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments:**

1. Draft City Council Ordinance
2. Planning Commission Resolution
3. Figures

# ATTACHMENT 1

## ORDINANCE NO.

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO

**ADOPTING DEVELOPMENT CODE TEXT AMENDMENT ZTA25-002 AMENDING TITLE 18 (DEVELOPMENT CODE) OF THE EAST PALO ALTO MUNICIPAL CODE (EPAMC) SPECIFICALLY TO REPEAL AND REPLACE SECTION 18.10.040 – SITE DESIGN AND ARCHITECTURAL STANDARDS WITH NEW OBJECTIVE SITE AND ARCHITECTURAL DESIGN STANDARDS; 2) AMEND CHAPTER 18.08 DEFINITIONS TO AMEND SECTION 18.08.010 – GENERAL TO ADD A DEFINITION FOR APARTMENT UNDER “A” DEFINITIONS, TO AMEND THE DEFINITION OF MULTI-FAMILY DWELLINGS UNDER “M” DEFINITIONS, TO ADD THE DEFINITION OF ROWHOUSE UNDER “R” DEFINITIONS, TO AMEND THE DEFINITION OF SINGLE-FAMILY DWELLINGS, ATTACHED UNDER “S” DEFINITIONS, AND TO AMEND THE DEFINITIONS OF TOWNHOUSE AND TWO-FAMILY DWELLINGS UNDER “T” DEFINITIONS; 3) AMEND CHAPTER 18.96 TO CORRECT A TYPOGRAPHICAL ERROR IN “EXHIBIT K” WHICH WAS PREVIOUSLY ADOPTED BY THE CITY COUNCIL ON MARCH 18, 2025 AS “SECTION 18.96.030.A.4 – GENERAL PROVISIONS” CORRECTED TO “SUB-SECTION 18.96.030.E.4 – GENERAL PROVISIONS,” TO ADD THE MISSING TEXT “ADUS MUST NOT EXCEED THE” TO SUB-SECTION 18.96.030.E.4.C, AND TO CORRECT TYPOLOGICAL ERRORS IN TABLE 2-3 OF SECTION 18.12.020 – LAND USE REGULATIONS AND ALLOWABLE USES REGARDING THE PERMISSION OF TWO-FAMILY DWELLINGS – ATTACHED ONLY IN THE MUC – MIXED USE CORRIDOR ZONE AND NOTATION UNDER SPECIFIC USE REGULATIONS FOR HOME BUSINESSES; 4) AMEND CHAPTER 18.10 TO AMEND SUB-SECTION 18.10.030.E TO ALIGN WITH SUB-SECTION 18.96.050.F.3 CORNER LOTS AS ADOPTED BY CITY COUNCIL ON FEBRUARY 6, 2024, TO AMEND TABLE 2-2 AND ASSOCIATED “NOTES” OF SECTION 18.10.030 DEVELOPMENT STANDARDS TO ALIGN WITH THE OPEN SPACE STANDARDS ADOPTED BY CITY COUNCIL ON FEBRUARY 6, 2025, AND AMEND THE FRONT AND SIDE SETBACK INCREASE OVER 18 FEET IN HEIGHT FOR SINGLE-FAMILY DWELLINGS AS PROPOSED TO BE REPEALED AND REPLACED PURSUANT TO SECTION 18.10.040 – OBJECTIVE SITE AND ARCHITECTURAL DESIGN STANDARDS; 5) AMEND SECTION 18.48.180 SERVICE STATIONS TO AMEND SUB-SECTION 18.48.180.B.3 AND TABLE 2-3 ALLOWED USES AND PERMIT REQUIREMENTS OF SECTION 18.12.020 TO ALLOW REFUELING AND SERVICE STATIONS WITH CONDITIONAL USE PERMITS IN CERTAIN ROADWAY CORRIDORS IN MIXED USE ZONES AND SCHOOLS, PUBLIC AND PRIVATE WITH CONDITIONAL USE PERMITS IN ALL MIXED USE ZONES; 6) AMEND CHAPTER 18.10 TO AMEND TABLE 2-2 OF SECTION 18.10.030 – DEVELOPMENT STANDARDS TO REDUCE THE MINIMUM FRONT SETBACK DIMENSIONS TO LIVING AREAS TO 15-FEET IN ALL RESIDENTIAL ZONES; 7) AMEND CHAPTER 18.28 – TREES ON PRIVATE PROPERTY TO AMEND SUB-SECTIONS 18.28.070.E TO EXEMPT TREE REMOVAL REQUESTS FROM UTILITY COMPANIES FROM THE REQUIREMENT TO SUBMIT AN ARBORIST REPORT WITH THE APPLICATION AND AMEND SECTION 18.28.110.A TO CORRECT THE REFERENCED CHAPTER UNDER VIOLATIONS FROM “1.118” TO “18.118”; 8) AMEND CHAPTER 18.08 – DEFINITIONS TO AMEND THE DEFINITION OF HOME OCCUPATIONS (HOME BUSINESSES) UNDER “H” DEFINITIONS IN SECTION 18.08.010 – GENERAL, AND AMEND CHAPTER 18.48 TO AMEND SECTION 18.48.110 HOME BUSINESSES (HOME OCCUPATION PERMIT) TO ALLOW HOME OCCUPATIONS IN ACCESSORY STRUCTURES WITHIN RESIDENTIAL PROPERTIES AND TO CLARIFY**

**PERMIT LIMITATIONS REGARDING THE OPERATION OF HOME OCCUPATIONS BY NEW RESIDENTS, 9) AMEND CHAPTER 18.94 TO STREAMLINE THE TEMPORARY USE PERMIT PROCEDURES, 10) AMEND CHAPTER 18.08 DEFINITIONS TO AMEND SECTION 18.08.010 TO ADD OR AMEND VARIOUS DEFINITIONS FOR ALCOHOL SALES AND DRINKING AND EATING ESTABLISHMENTS, 11) AMEND CHAPTER 18.48 – REGULATIONS FOR SPECIFIC LAD USES AND ACTIVITIES TO EXEMPT INCIDENTAL SALE OF ALCOHOL FROM CONDITIONAL USE PERMIT AND STREAMLINE / CLARIFY OTHER MISCELLANEOUS PROVISIONS, AND 12) AMEND TABLES 2-3, 2-5, AND 2-7 OF SECTIONS 18.12.020, 18.14.020, AND 18.16.020 RESPECTIVELY TO CORRECT AND CLARIFY CERTAIN NOTATIONS REGARDING ALCOHOL SALES AND FOOD SERVICE.**

**WHEREAS**, Chapter 18.114 of the City of East Palo Alto Development Code allows for amendments to the Development Code and provides procedures for processing such amendments; and

**WHEREAS**, Section 18.114.060 of the City of East Palo Alto Development Code sets forth findings for Development Code amendments; and

**WHEREAS**, the Planning Commission of the City has reviewed the proposed amendments to the City of East Palo Alto's Development Code at a duly and properly noticed public hearing on March 23, 2026 and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and has found that the proposed amendments are consistent with the goals and policies of the City's General Plan, and recommends adoption of the proposed amendments by the City Council of the City of East Palo Alto ("City Council"); and

**WHEREAS**, the City Council conducted duly and properly noticed public hearings on April 21, 2026 to consider the proposed amendments to the Development Code and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and finds and determines that the proposed amendments to the City of East Palo Alto Development Code are adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO DOES ORDAIN AS FOLLOWS:**

**SECTION 1. CHAPTER 18.10 AMENDED**

Section 18.10.040 – Site Design and Architectural Standards is hereby repealed and replaced with Objective Site and Architectural Design Standards as shown in Exhibit "A", attached hereto and incorporated herein by reference

**SECTION 2. CHAPTER 18.08 AMENDED**

Section 18.10.010 – General is hereby amended to add a definition for Apartment under "A-1" Definitions, to amend the definition of Multi-Family Dwellings under "M" Definitions, to add the definition of Rowhouse under "R" Definitions, to amend the definition of Single-Family Dwellings, Attached under "S" Definitions, and to amend the definitions of Townhouse and Two-Family Dwellings under "T" as shown in Exhibit "B", attached hereto and incorporated herein by reference.

### **SECTION 3. CHAPTER 18.96 AMENDED**

**Sub-Sections 18.96.030.A.4 -General Provisions and 18.96.030.E.4.c** are hereby amended as shown in Exhibit “C”, attached hereto and incorporated herein by reference.

### **SECTION 4. CHAPTER 18.12 AMENDED**

**Section 18.12.020 Table 2-3 Land Use Regulations and Allowable Uses** is hereby amended as shown in Exhibit “D”, attached hereto and incorporated herein by reference.

### **SECTION 5. CHAPTER 18.10 AMENDED**

**Section 18.10.030 Development Standards** is hereby amended as shown in Exhibit “E”, attached hereto and incorporated herein by reference, to reconcile the provisions for Corner Lots as previously adopted by Council.

**Section 18.10.030 Table 2-2** is hereby amended as shown in Exhibit “F”, attached hereto and incorporated herein by reference, to align open space standards as previously adopted by Council.

**Section 18.10.030 Table 2-2 NOTES** is hereby amended as shown in Exhibit “F”, attached hereto and incorporated herein by reference, to amend Front and Side Setback Increase Over 18 Feet in Height For Single-Family Dwellings.

### **SECTION 6. CHAPTER 18.48 AMENDED**

**Sub-Section 18.48.180.B.3** is hereby amended as shown in Exhibit “G”, and **Sub-Section 18.12.020 Table 2-3** is hereby amended as shown in Exhibit “H”, both attached hereto and incorporated herein by reference to allow Refueling and Service Stations and associated uses at certain locations , and Public and Private Schools with Conditional Use Permits in all Mixed Use Zones.

### **SECTION 7. CHAPTER 18.10 AMENDED**

**Section 18.10.010 – Development Standards** is hereby amended as shown in Exhibit “I” to reduce the minimum front setback dimensions to Living Areas to 15-feet in all Residential Zones.

### **SECTION 8. CHAPTER 18.28 TREES ON PRIVATE PROPERTY AMENDED**

**Section 18.28.070 Criteria for Tree Removal** is hereby amended as shown in Exhibit “J”, attached hereto and incorporated herein by reference.

**Section 18.28.110 Enforcement** is hereby amended as shown in Exhibit “K”, attached hereto and incorporated herein by reference.

### **SECTION 9. CHAPTER 18.08 DEFINITIONS AMENDED**

**Sections 18.08.010.”H” Definitions** is hereby amended as shown in Exhibit “L”, attached hereto and incorporated herein by reference.

**Sections 18.48.110 Home Occupations (Home Businesses)** is hereby amended as shown in Exhibit “M”, attached hereto and incorporated herein by reference.

## **SECTION 10. CHAPTER 18.98 AMENDED**

**Section 18.94.050 Allowed Temporary Uses, Section 18.94.060 Application Filing and Processing, Section 18.94.070 Director Review, and 18.94.110 Post Decision Procedures** are hereby amended as shown in Exhibit “N”, attached hereto and incorporated herein by reference.

## **SECTION 11. CHAPTER 18.08 AMENDED**

**Section 18.10.010 – General** is hereby amended to add and amend definitions for Alcohol Sales (off-site-sale), Alcohol Sales (off-site-sale)-Accessory, Alcohol Sales (on-site-sale), Alcohol Sales (on-site-sale)-Incidental, Drinking Establishments, and Eating Establishment as shown in Exhibit “O”, attached hereto and incorporated herein by reference.

## **SECTION 12. CHAPTER 18.48 AMENDED**

**Sub-Sections 18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d** are hereby amended as shown in Exhibit “P”, attached hereto and incorporated herein by reference.

## **SECTION 13. CHAPTERS 18.12, 18.14, AND 18.16 AMENDED**

**Sections 18.12.020 (Table 2-3), 18.14.020 (Table 2-5) and 18.16.020 (Table 2-7) 180.B.3** are hereby amended as shown in Exhibits “Q,” “R,” and “S” respectively, all attached hereto and incorporated herein by reference.

## **SECTION 14. CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

This Ordinance is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" that would result in a direct physical change or a reasonably foreseeable indirect physical change to the environment, pursuant to CEQA Guidelines Section 15378.

Even if it were considered a project subject to CEQA, it would be exempt under CEQA Guidelines Section 15378 (regulatory actions) and Section 15061(b)(3), as there is no possibility that the Development Code, by itself, would have a significant adverse effect on the environment.

Furthermore, in accordance with CEQA Guidelines Section 15183, projects consistent with the development density established by General Plan policies (Vista 2035), for which an Environmental Impact Report (EIR) has already been certified, do not require additional environmental review, except where necessary to evaluate whether there are project-specific significant effects that are unique to the project or its site.

## **SECTION 13. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

## **SECTION 14. EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force thirty (30) days after the date of its adoption.

**SECTION 15. PUBLICATION.**

The City Clerk is hereby directed to cause publication of this Ordinance as required by Government Code Section 36933.

**INTRODUCED** at a regular City Council meeting held April 21, 2026, and

**PASSED AND ADOPTED** at a regular City Council meeting held on \_\_\_\_\_, 2026, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
Weber Lincoln, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney

**EXHIBITS**

- Exhibit A-1 – Objective Site and Architectural Design Guidelines
- Exhibit B – Definitions
- Exhibit C – Corrections to previously approved “Exhibit K”.
- Exhibit D – Corrections to Table 2-3.
- Exhibit E – Development Standards on Second Curb Cuts.
- Exhibit F - Table 2-2 Reconciliation of Private Open Space standards and Front and Side setback increase.
- Exhibit G – Service Stations and associated uses.

Exhibit H - Table 2-3 Allowed Uses and Permit Requirements  
Exhibit I - 15-foot Front and 5-foot Side Setbacks in Residential  
Zones  
Exhibit J – Criteria for Tree Removals.  
Exhibit K – Enforcement  
Exhibit L – Definitions  
Exhibit M – Home Businesses (Home Occupation Permits)  
Exhibit N – Temporary Use Permits  
Exhibit O – Definitions regarding Alcohol Sales, and Drinking and Establishments.  
Exhibit P – Alcohol Sales  
Exhibit Q – Corrections to Table 2-3.  
Exhibit R – Corrections to Table 2-5.  
Exhibit S – Corrections to Table 2-7.

## **EXHIBIT A-1**

### **18.10.040 - Site Design and Architectural Standards**

#### **A. Purpose.**

Site design and architectural standards are established consistent with General Plan policy to promote quality design of new residential structures and additions. The City recognizes that quality design promotes longer life of structures, improves the appearance and maintenance of neighborhoods, and increases value in the housing stock.

#### **B. Applicability.**

In addition to the standards specified as applicable to all zones and the regulations for specific land uses and activities, the following site design and architectural standards shall apply to all new residential structures and additions to existing residential structures. The design standards are organized by housing type as follows:

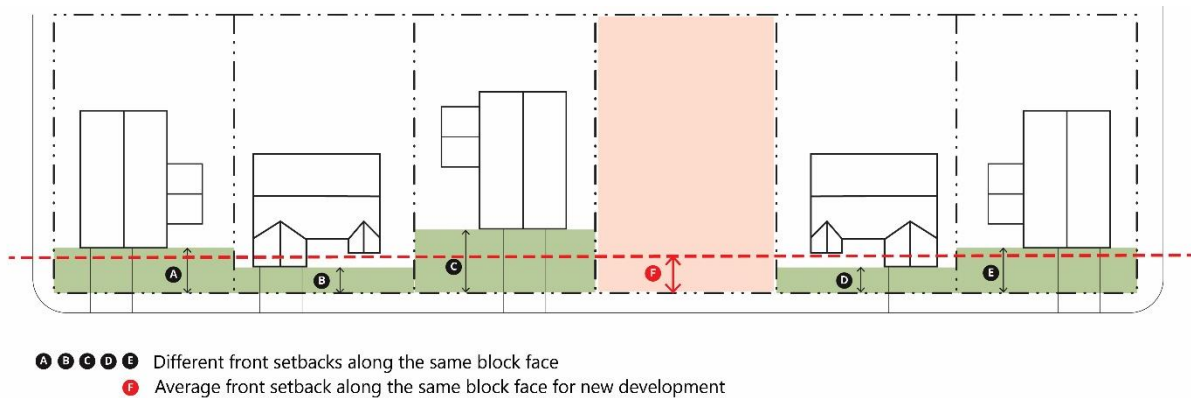
- Single-Family, Two-Family, Triplex, Fourplex and Townhouse, as defined in Chapter 18.08 (Definitions).
- Apartments and Mixed Use Buildings, as defined in Chapter 18.08 (Definitions).

#### **C. Single-Family, Two-Family, Triplex, Fourplex and Townhouse**

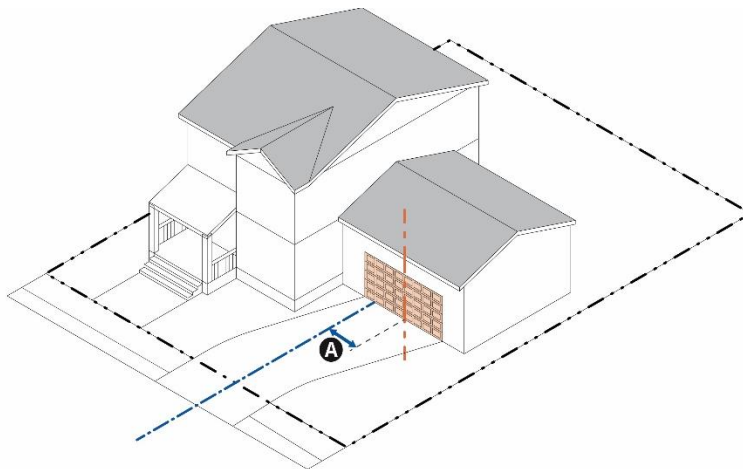
##### **1. General Site Design Standards**

- a. All new residences or residential additions shall be designed to match the prevailing front setback condition as viewed from the street and measured as an average of all front setbacks along the same block face. (Figure 1)
- b. Front entries shall include stoops and/or porches and be clearly identifiable through accentuated architectural details such as awnings, projections, or recesses. Primary unit entrances for single-family and townhouse buildings shall be visible from the street.
- c. For buildings located at the front of a lot, any horizontal offset from the center of the street curb cut and the center of the garage door opening shall be less than 4 feet, in order to maintain a horizontal alignment and reduce pedestrian conflict. (Figure 2)
- d. For townhouse and multiplex buildings, pedestrian paths shall be provided to each individual ground-floor unit entrance and to connect units to common open space areas and parking areas.

**Figure 1. FRONT SETBACK CONDITION**



**Figure 2. GARAGE DOOR ALIGNMENT**



- A Horizontal offset less than 4 feet.     
 | Center of the street curb cut     
 | Center of the garage door opening

## 2. General Site Design Guidelines

- a. To the maximum extent possible, orientation of structures and windows should take advantage of natural light and wind patterns for natural heating and cooling.
- b. Driveways should be placed in a manner that avoids conflict with pedestrian access from the sidewalk.

## 3. Setback Area & Landscaping Design Standards

- a. Front yard landscaping shall be provided consistent with landscaping requirements including the limitation of pavement to maximum 50% of the front yard.
- b. To the extent required by Chapter 18.28 (Trees on Private Property) of the East Palo Alto Municipal Code (EPAMC), existing mature, healthy trees shall be preserved in association with new construction, any remodeling or additions.
- c. Pervious or semi-pervious surfacing materials shall be used as needed to meet C.3. New Development and Redevelopment (stormwater and drainage) requirements for pedestrian paths and driveways. Recommendations and regulations for pervious pavement as provided in

Section 6.6 of Chapter 6 (Technical Guidance for Specific Treatment Measures) of the San Mateo Countywide Water Pollution Prevention Program (Flowstobay).

#### 4. Massing and Addition Standards

**Intent:** All new single-family, two-family, triplex, fourplex or townhouse buildings and residential additions should be designed to respect or complement the existing development pattern and massing as viewed from the street. An addition should be designed so that it appears to be part of the original structure.

- a. Residential second/third-story additions shall employ at least two of the following building modulation strategies:
  - (i) Varied roof forms, including but not limited to changes in roof height, offsets, dormers, etc.
  - (ii) Use of balconies, front porches, decks, overhangs, or covered patios.
  - (iii) Projections, offsets, and/or recesses of the building wall at least 2 feet in depth, such as bay windows.
- b. If the addition includes a large wall plane (longer than 20 feet), the plane shall be articulated with bay window extensions, trellis features, recessed doors or windows, or other architectural elements.
- c. All facades visible from a public right-of-way shall be consistent across the structure within the typical elements of the architectural style chosen.



*Varied roof forms with change in direction of roof slope, facade projections, and large bay windows.*



*Balcony and covered front porch entry.*

#### 5. Massing and Addition Guidelines

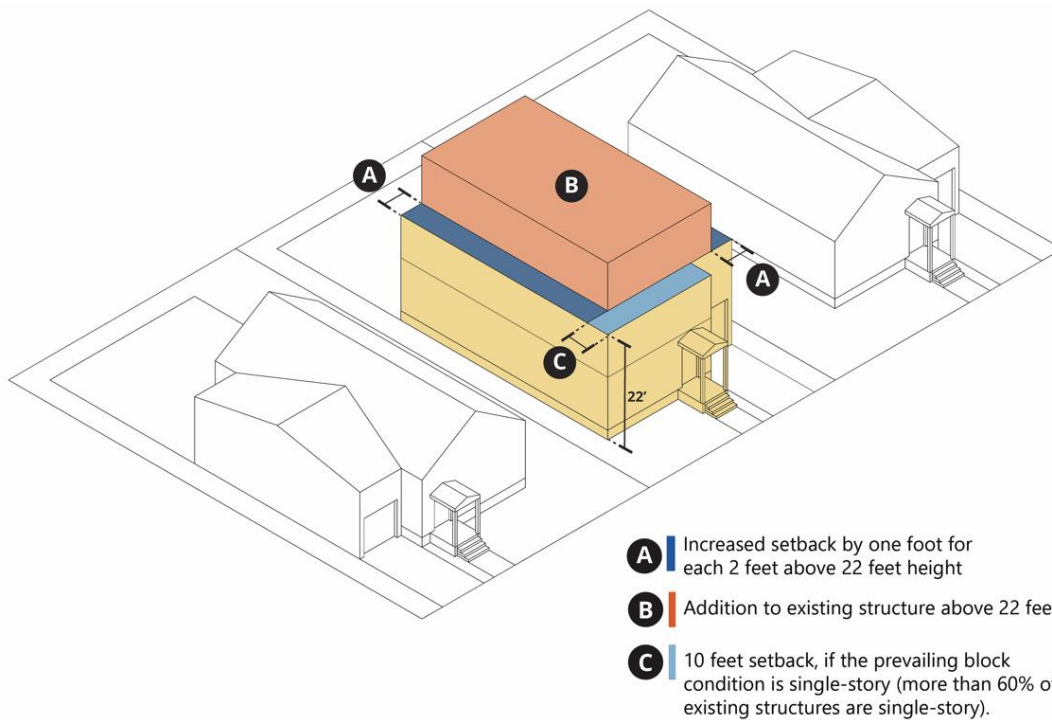
- a. The bulk and mass of new single-family residential structures and additions should match the scale of existing structures in the same residential block.
- b. Additions to residential structures should be designed and constructed to match the architectural style and building form of the structure to which they are added.
- c. All second story additions should be designed as a series of smaller building volumes as opposed to a single massive structure.
- d. The use of eaves, dormers, intersecting hips or gables, or other roof features are encouraged to add visual interest and break up the mass of the structure.
- e. All additions to existing single-family residences should be architecturally consistent with the existing residence with respect to roof pitch and tie-in, exterior materials, and colors.

## 6. Privacy Standards

**Intent:** New residences and residential additions should be designed to preserve privacy, light, and air to adjoining properties to the extent feasible.

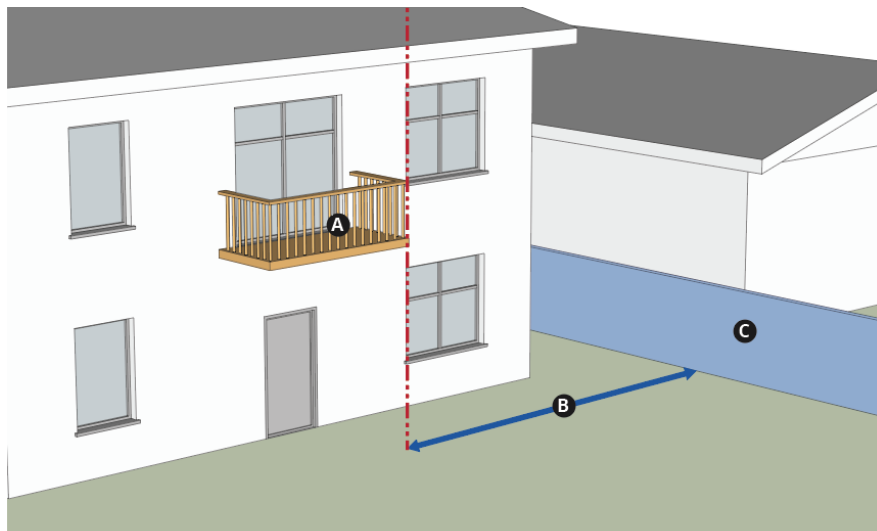
- a. Second/third story additions shall step back from the front of the dwelling (the first story) by at least ten feet if the prevailing block condition is single-story (more than 60% of existing structures are single-story).
- b. To preserve light and air for adjoining properties, where a new structure or an addition to an existing single-family structure will exceed 22 feet in height, the required setback from the side property lines of the site shall be increased by one foot for each two feet of structure height in excess of 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds 22 feet in height. (Figure 3)

**Figure 3. NEW ADDITIONS**

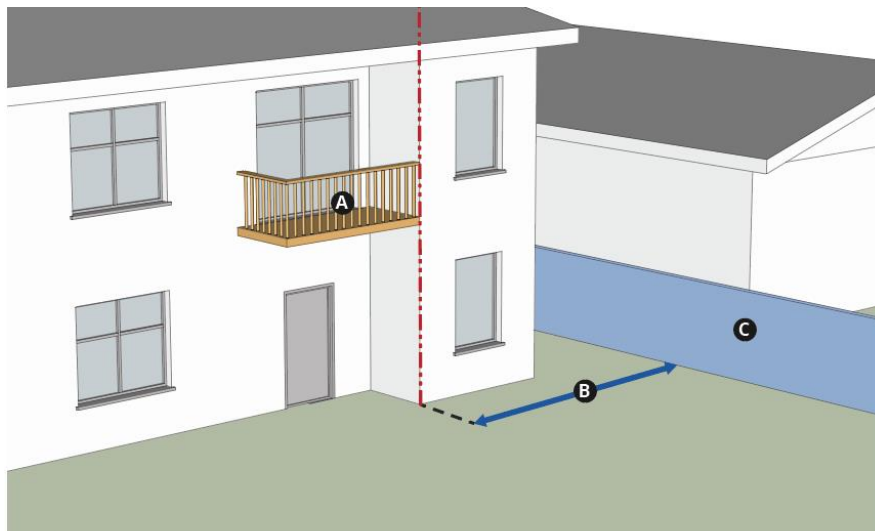


- c. Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. See Figure 4.

**Figure 4. BALCONY SETBACKS**



- A** | Balcony projecting outward from the structure
- B** | Minimum 20 feet distance from shared rear or side property line
- C** | Rear or Side property line

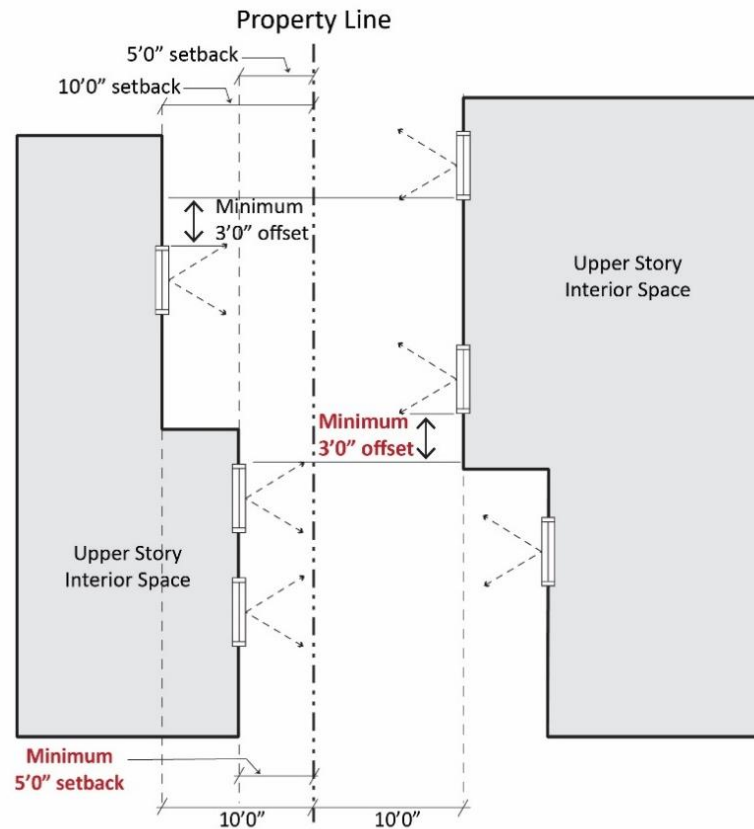


- A** | Inset balcony
- B** | Within 20 feet of shared rear or side property line
- C** | Rear or Side property line

- d. When a new structure or addition is located within 10 feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property (Figure 5):
- (i) Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy.
  - (ii) Windows on any floor to a non-habitable room such as a bathroom or closet may be excepted from this standard if both the following conditions are met:
    - a) The minimum windowsill height is six feet.

- b) The window has frosted or privacy glass.
- (iii) This standard shall be waived if there is a conflict with any Building Code requirements.

**Figure 5. WINDOW LOCATION**



- e. A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units or single-family residential zoning district boundaries (except within the required front setback). Landscaping (trees, shrubs, or hedges) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for adjacent single-family residential uses. All landscaping shall be installed in accordance with the Chapter 18.28 (Trees on Private Property), Chapter 18.10 (Residential Zones), Chapter 18.12 (Mixed Use Zones), Chapter 18.26 (Fences, Hedges and Walls), and Chapter 18.28 (Trees on Private Property) of the EPAMC, as applicable.

## 7. Architectural Design Detail Standards

### a. Materials

- (i) Materials and finishes of any additions shall match the style of the existing residential structure and shall be consistently applied to all facades.
- (ii) Buildings shall incorporate durable finish and/or accent materials, which include masonry, tile, stone, stucco, architectural grade wood, brick, and glass.
- (iii) All vents and electrical conduits shall be painted the same color as the adjacent surface.

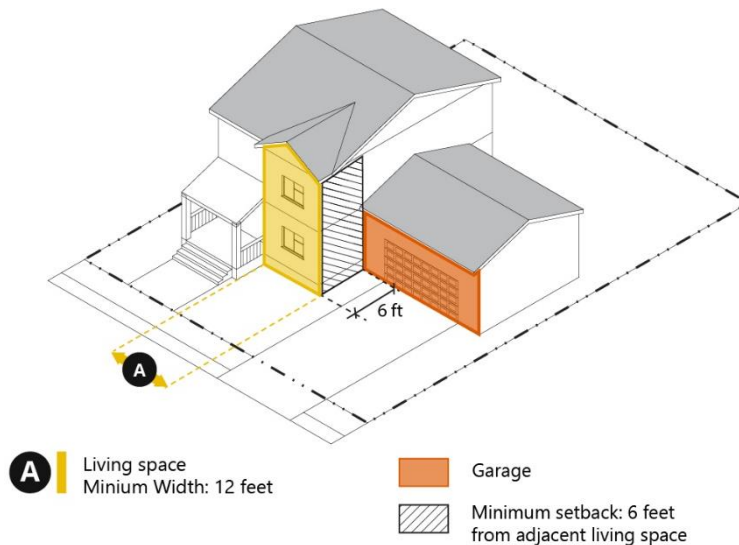
**b. Roofs**

- (i) Rooflines and roofing materials shall be compatible with the architectural style of the existing residential structure.
- (ii) Use of varying, uncoordinated rooflines and roofing materials shall be avoided.

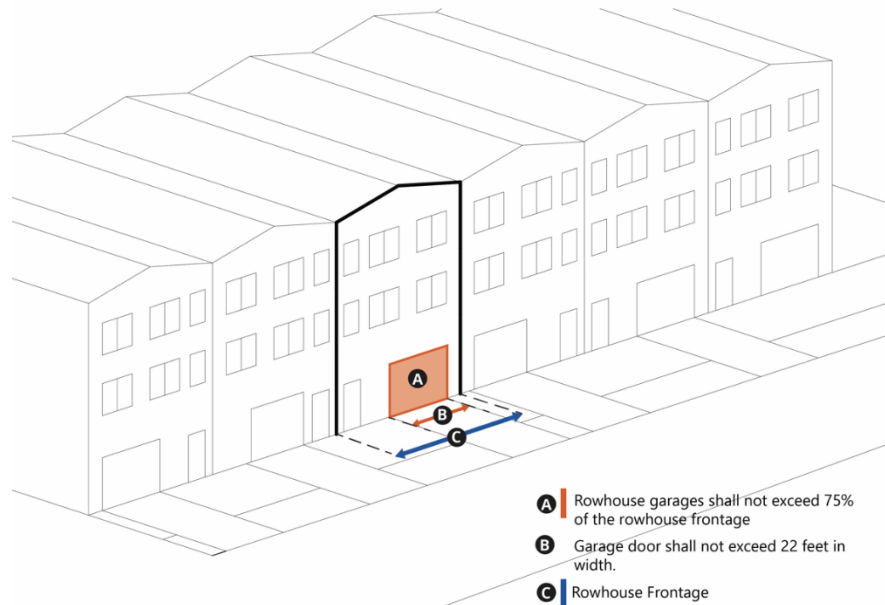
**c. Garages**

- (i) Garages that are oriented toward the street (“front-loaded”) shall have a maximum width of 22 feet and shall comprise no more than 60% of the total façade width. The garage doors shall be located at least 23-feet from the public street. Standards for townhouse garages are provided in section iii below.
- (ii) All attached or detached garages shall be set back at least six feet behind any living spaces. (Figure 6)
- (iii) Tuck-under parking for townhouses shall follow the following standards: (Figure 7)
  - a) Townhouse garages shall be accessed from an alley (or another internal road or driveway) and shall not exceed 75% of the townhouse frontage.
  - b) A garage door shall not exceed 22 feet in width.
  - c) Garage doors shall be located a minimum of 2 feet from one another.
  - d) For tuck-under parking along alleys, landscaping shall be located between garage doors and include a planting area or planter box with a minimum 12-inch length and width.

**Figure 6. ATTACHED OR DETACHED GARAGES**



**Figure 7. TUCK-UNDER PARKING**



## 8. Architectural Design Detail Guidelines

- a. If there is a predominant architectural style or consistent use of exterior materials in the residential block (with at least 60% of residences)", then the architectural style or exterior materials should be consistent with or complement the use of exterior materials in the neighborhood.
- b. Window and door design and placement should be consistent (similar to) with the overall architectural style of the structure.
- c. Roof style and pitch should be consistent with roof style and pitch in the vicinity.

## D. Apartments And Mixed Use Buildings

### 1. General Site Design Standards

- a. The main entry shall be located onto the most predominant travel way including a public street, pedestrian paseo/greenway, or publicly accessible plaza. Secondary entrances may be located on private streets or open spaces.
- b. The main entry shall be visible and easily accessible for pedestrians from the public street.
- c. Entrances to individual residential units shall be accessible from the street, internal corridors, or from common open space areas within the development.
- d. A minimum of 50% of ground floor units shall have an entry directly accessible from the closest sidewalk or pedestrian path.

### 2. General Site Design Guidelines

- a. All new structures should be designed to respect or complement the existing development pattern as viewed from the street.

- b. Multi-family buildings should generally be located and oriented as close to the front setback as possible; stoops, forecourts, public spaces, or plazas may encroach into the front setback and are excepted.
- c. Mixed-use buildings (or any building with an active frontage) should be located as close as possible to the front setback line or immediately behind a public or semi-private space, such as outdoor seating for a restaurant. Excessively large front setbacks are strongly discouraged.
- d. Mixed-use developments should not exceed a maximum block perimeter of 1,400 feet. Blocks may be broken up by private or public streets, publicly accessible service streets/fire access streets, or greenways/paseos.
- e. Mixed-use buildings should be oriented toward the street, so that they frame the pedestrian environment.
- f. Multi-family and mixed-use buildings should be arranged to create well-defined areas for plazas, green spaces, and pathways.
- g. Where feasible, the main entrance of a corner building should be located at the corner (preferably within 25 feet of the corner). When plazas/open spaces are located at a corner, the building should have direct pedestrian access off the plaza.

### 3. Site Access Standards

**Intent:** Driveways should be placed in a manner to avoid conflict with pedestrian access from the sidewalk.

- a. Driveways shall not exceed 26 feet in width (driveways serving regular truck traffic may not exceed 30 feet in width).
- b. A clear pedestrian path of travel shall be provided between the public sidewalk and the primary building entrance(s). Pedestrian paths shall be clearly delineated with pavement materials and/or markings and signage.
- c. Each project site shall be limited to one curb cut (including driveways, service streets and alleys) per 200 feet of public street frontage, unless otherwise required for emergency vehicle access. Two curb cuts are permitted for parking garage frontage. On public street frontages, curb cuts shall be located a minimum of 50 feet from street corners.

### 4. Site Access Guidelines

- a. Pedestrian access from the street and the parking lot to the main door of the structure should be designed to avoid conflict with vehicular traffic.
- b. Common (shared) driveways between adjacent uses or sites are encouraged.

### 5. Loading Standards

**Intent:** Loading areas should be designed and located to avoid conflicts with interior pedestrian and vehicular circulation, and to minimize noise and other impacts on adjacent uses.

- a. Loading and solid waste/recycling collection areas shall be centrally located so as to provide easy direct access to all residents and collection vehicles, and to minimize noise impacts on residents.

- b. Loading docks, and equipment areas shall be screened from adjacent properties and publicly accessible streets and paths with fencing or walls, and landscaping.
- c. Designated loading docks, bays, and spaces shall be located in the rear or interior side yard areas.
- d. Exception: If loading to the rear or side is not feasible on a corner lot, loading may be located on a non-primary street (“side street”) frontage if the loading dock is set back at least 50 feet from the back of curb or the property line (whichever is greater); is screened with materials that have a similar color, texture, roof style, and architectural detailing as the overall site and building design; and is screened by an opaque material/screen with a minimum height of 6 feet and maximum height of 9 feet. This requirement does not apply to private streets.

## 6. Parking Design Standards

- a. Surface parking shall be located behind any buildings. If that is not feasible, surface parking may be located beside buildings if screened from the street with low walls and landscaping. (Figure 8)
- b. Wherever possible, reciprocal access to parking areas between adjacent non-residential uses should be provided as long as each site provides its required parking, subject to the approval of the Director.
- c. Surface parking lots shall be screened from adjacent publicly accessible streets as per landscaping standards in EPAMC 13.24.430.
- d. Above grade structured parking structures facing a public street or publicly accessible open space shall have only the driveway(s) and the garage entry lobby visible, with the remaining façade length lined or wrapped with commercial or habitable uses with a minimum depth of 25 feet.
- e. On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation.
- f. In order of preference (with the highest first), structured parking garages shall face and be accessed from:
  - (i) Alleyway
  - (ii) Private Street/Internal Street
  - (iii) Public Street, Side Street
  - (iv) Public Street, Corridor or Primary Street
  - (v) Public Open Space
- g. All automated and stand-alone structured parking facilities shall submit a parking access plan that meets the following standards:
  - (i) Access control designed to accommodate peak demand without causing vehicle queuing in the public right-of-way
  - (ii) An appropriate number and location of entries and exits
  - (iii) Adequate internal circulation
  - (iv) Signage for drivers and pedestrians

- (v) On-site queuing

**Figure 8. SURFACE PARKING SCREENING**



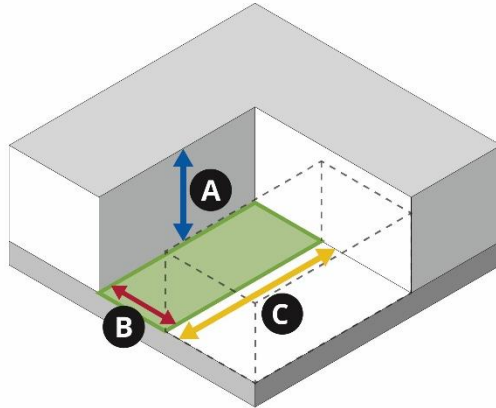
## 7. Setback Area & Landscaping Design Standards

- a. Front yard landscaping shall be provided consistent with landscaping requirements in EPAMC Sections 13.24.330, 17.06, and 18.30.090 and the City's Urban Forest Master Plan. Setbacks shall be landscaped and/or hardscaped.
- b. Existing mature, healthy trees shall be preserved in association with any remodeling or addition projects, as per the City's Tree Protection Ordinance.
- c. Pervious or semi-pervious surfacing materials shall be used for pedestrian paths and driveways.
- d. Underground parking shall not encroach under public streets or dedicated public parks and shall not be located under Public Utility Easements (PUEs). Underground parking, when fully below grade, may encroach into setbacks and below privately owned open space.
- e. Asphalt paving is not permitted in private or common usable open spaces.
- f. Setback areas in multifamily and mixed-use developments shall be landscaped according to the following standards:
  - (i) Building setbacks abutting ground floor residential uses shall be landscaped or include planter boxes for a minimum of 75% of the required setback area excluding areas for patios, porches, stoops, fire escapes, stair landings, and required walkways. For street frontage locations where the setback between the back-of-walk and building façade is 15 feet or greater, a minimum 1 tree per 40 linear feet of building frontage shall be planted within that setback area.
  - (ii) Building setbacks abutting ground floor storefront retail uses shall be landscaped and/or include planter boxes for a minimum of 25% of the setback area.
  - (iii) Building setbacks abutting other ground floor non-residential uses (other than active uses such as restaurants or retail) shall be landscaped a minimum of 60% of the setback area.

## 8. Private and Common Usable Open Space Standards

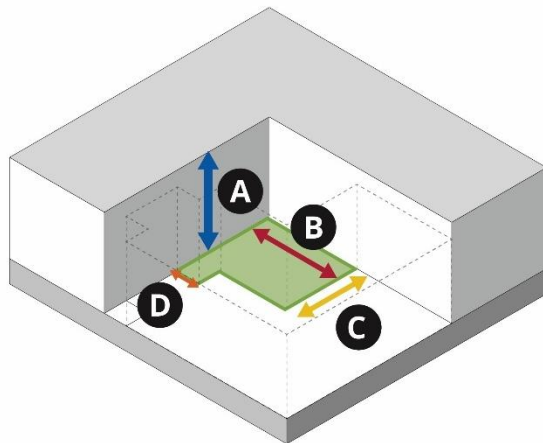
- a. **Private Open Space areas** in multi-family residential and residential mixed-use projects are intended for private use for each dwelling unit and may include balconies (covered or uncovered), private gardens, private yards, terraces, decks, and porches, among others. Private Open Space shall meet the following standards (spaces may be provided that do not meet the standards below but they may not be counted toward the required Private Open Space):
- (i) Floor to ceiling height shall have a minimum dimension of 9 feet.
  - (ii) May be covered but not fully enclosed.
  - (iii) Be directly adjacent to and accessible from the dwelling unit it serves.
  - (iv) Ground level private open space shall be screened or buffered from adjacent private or common open space and dwellings by landscaping, fencing, walls, trellises, or other screening elements.
- b. **Common Usable Open Spaces** are outdoor open spaces in multi-family residential and residential mixed-use projects that are shared and accessible only to building residents and their visitors. Common open spaces may include courtyards, gardens, play areas, outdoor dining areas, recreational amenities, and rooftop open spaces. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Common Usable Open Space. Common Usable Open Space shall meet the following standards:
- (i) Shall be immediately adjacent to entrances, hallways, lobbies, or residential units.
  - (ii) Shall be accessible to all residents.
  - (iii) A courtyard enclosed by three sides of a building shall have a minimum open-end width that is equal to or greater than 75% of the highest height of the adjoining faces. Any dimension shall be a minimum of 20 feet wide. (Figure 9)
  - (iv) Fully enclosed courtyards shall have one minimum dimension that is equal to or greater than the highest height (up to 80 feet) of the adjoining facades. The second dimension shall be equal to or greater than 80% of the highest height of the adjoining facades. Any dimension shall be a minimum of 20-feet wide (Figure 10)
  - (v) A minimum of 60% of the open space area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
  - (vi) A minimum of 20% of the required open space area shall be planted with trees, ground cover, and/or shrubs.
  - (vii) Shall have permanent seating.

**Figure 9. THREE-SIDE ENCLOSED COURTYARDS**



- A** | Highest height of adjoining faces       Courtyard
- B** | Minimum width  $75\% \geq \text{A}$ , up to 80 feet
- C** | Minimum 20 feet wide

**Figure 10. FULLY ENCLOSED COURTYARDS**



- A** | Highest height of adjoining faces       Fully enclosed courtyard
- B** | Minimum width  $\geq \text{A}$ , up to 80 feet
- C** | Minimum width  $80\% \geq \text{A}$ , up to 80 feet
- D** | Minimum 20 feet wide

## 9. Private and Common Usable Open Space Guidelines

- a. Open spaces and pedestrian pathways should incorporate high-quality paving materials such as stone, concrete, pavers, or brick.
- b. Internal open spaces should be designed to allow for maximum solar access and natural sunlight.

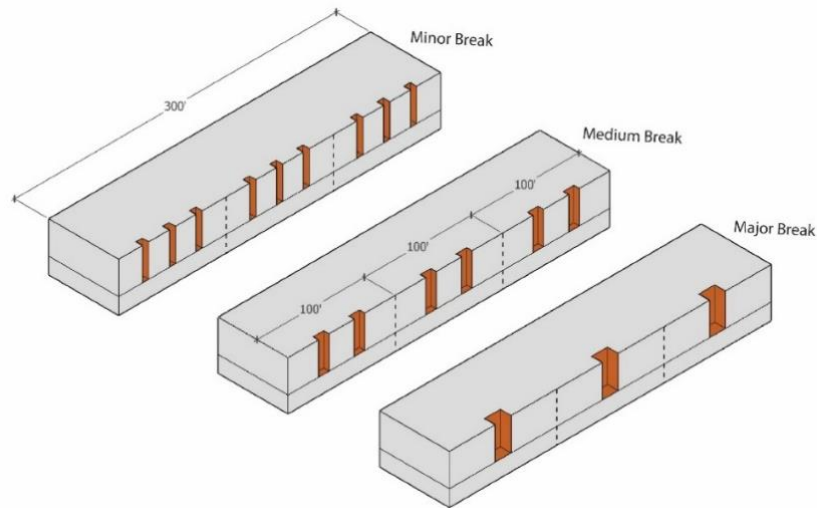
- c. For non-residential portions of mixed-use projects, employees should be provided with breakrooms and open spaces that are an adequate size and are located in areas buffered from vehicle traffic and circulation.
- d. Landscaping should be used to activate building façades; soften building contours; highlight important architectural features; screen less attractive elements; add color, texture, and visual interest; and provide shade.
- e. Plants should be chosen that are well adapted to the climate of East Palo Alto. These plants may include native or other drought resistant plants. Refer to EPAMC Section 17.06 for additional guidance.
- f. The amount of turf grass in landscaping should be minimized, and alternatives to turf should be used where practical. Consult the City's Water Conservation in Landscaping Ordinance for additional requirements.

## 10. Massing and Articulation Standards

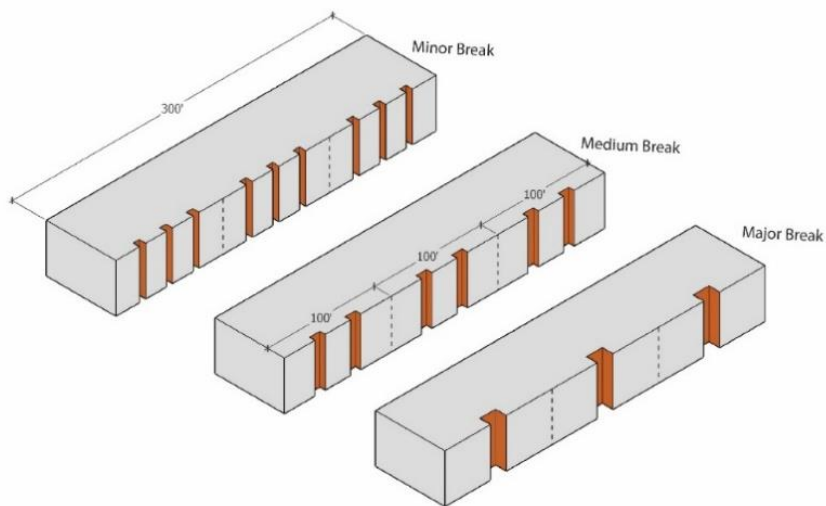
**Intent:** Structures should be designed to avoid long, monotonous, plain facades. Appropriate articulation techniques (i.e., staggered building planes, variation of facades, recessed entries) and arcades should be used to create variety and interest.

- a. Buildings shall not exceed 300 feet in length in mixed-use zones (MUL, MUC, MUH). Buildings shall not exceed 200 feet in length in R-zones (R-LD, R-MD, R-HD, R-UHD).
- b. Residential and mixed-use buildings greater than four stories in height shall reduce the massing of upper floors by a minimum of 20% of floor area for floors above the fourth (compared to the floor area of the ground floor).
- c. For buildings three stories and taller, façades above the ground floor (or second floor if mixed-use) shall incorporate "breaks;" structural or design articulations that break large expanses down into smaller parts.
  - (i) The façade planes of residential-only and mixed-use residential buildings shall not exceed 100 feet in length without a façade break. For every 100 feet, provide a minimum of one large break, two medium breaks, or three minor breaks. (Figure 11 and Figure 12)
  - (ii) The size of the breaks in the façade plane should be sized depending on overall length of the façade and the number of breaks per facade:
    - a) Large Break. If one break is provided, the break should have a minimum width of 15 feet and a minimum depth of 10 feet.
    - b) Medium Break. If two breaks are provided, each break should have a minimum width of 10 feet and a minimum depth of 5 feet.
    - c) Minor Break. If three or more breaks are provided, each break should have a minimum width of 6 feet and a minimum depth of 3 feet.
  - (iii) These breaks shall continue through the ground floor façade for residential buildings, but do not need to do so for mixed-use buildings.

**Figure 11. BREAKS FOR MIXED-USE**



**Figure 12. BREAKS FOR RESIDENTIAL ONLY**



- d. For residential and mixed-use facades, buildings shall establish a human-scaled rhythm with smaller individual building bay widths between 20 to 45 feet. This may be achieved with vertically-oriented building modulation, facade articulation, and/or repeating vertically-oriented patterns of fenestration.

## **11. Massing and Articulation Guidelines**

- a. Large development projects should be designed as a complex of buildings rather than a single large structure.
- b. Generally, a unified architectural and design theme should be applied to all structures within a development.

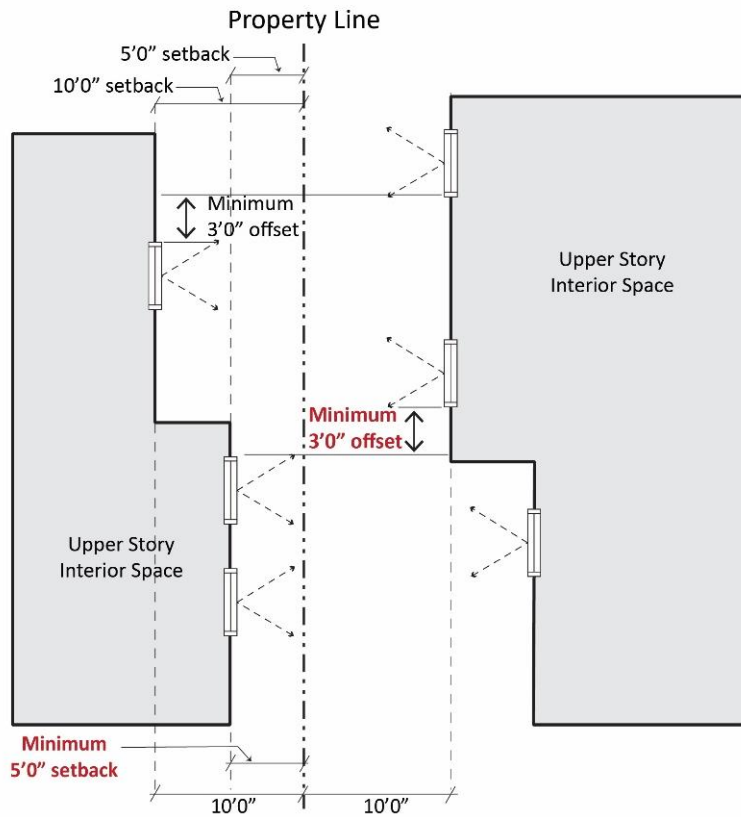
- c. Structures should be designed and articulated to avoid long, monotonous, plain facades.
- d. Buildings should be designed with the human scale in mind, incorporating overhangs, changes in wall planes and building height, vertical elements, and other architectural features to break up the bulk of a single building and provide visual interest. Buildings should be broken up into smaller masses, particularly on upper levels.
- e. Windows, doors, and other openings should be designed to help implement the massing and articulation standards above.
- f. The bulk and mass of new multifamily and mixed-use structures and additions to existing structures should be sensitive to the scale of structures in the immediate neighborhood.
- g. The scale and massing of structures should support a pedestrian-oriented ground-floor environment.

## 12. Compatibility and Transition Standards

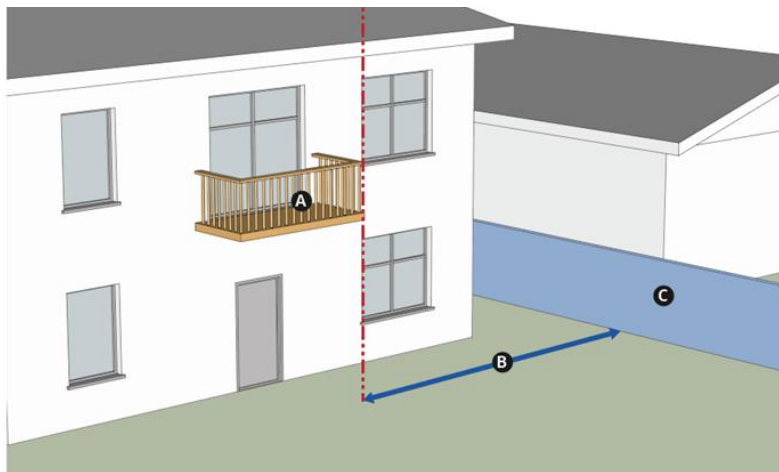
**Intent:** All new residential buildings or residential additions should be designed to respect or complement the existing development pattern and massing as viewed from the street, providing a transition when appropriate.-An addition should be designed so that it appears to be part of the original structure.

- a. Additions to existing multifamily residential structures shall be designed and constructed to match the architectural style and building form of the structure(s) to which they are added.
- b. Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units within the development. When a new structure or addition is located within 10 feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property. (Figure 13)
  - (i) Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy.
  - (ii) Windows on any floor to a non-habitable room such as a bathroom or closet may be excepted from this standard if both the following conditions are met:
    - a) The minimum windowsill height, if provided, is six feet.
    - b) The window has frosted or privacy glass.
  - (iii) Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. (Figure 14)
  - (iv) The standards (i, ii, and iii) in this section shall be waived if there is a conflict with any Building Code requirements.

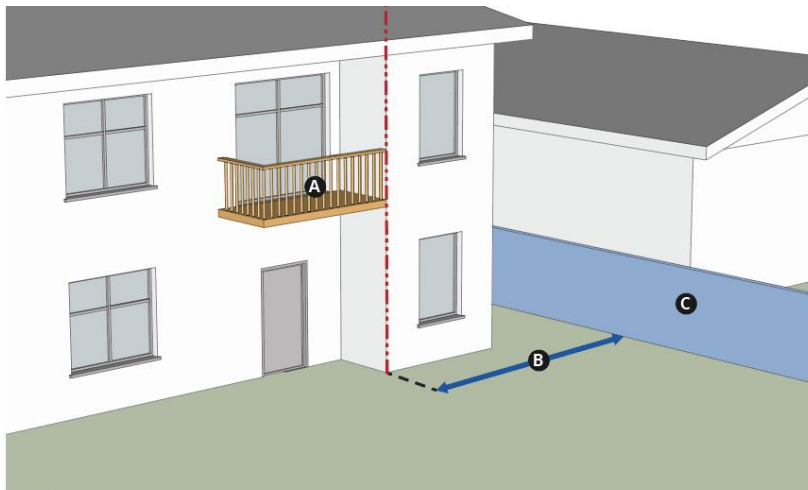
**Figure 13. WINDOW LOCATION FOR PRIVACY**



**Figure 14. BALCONY SETBACK**



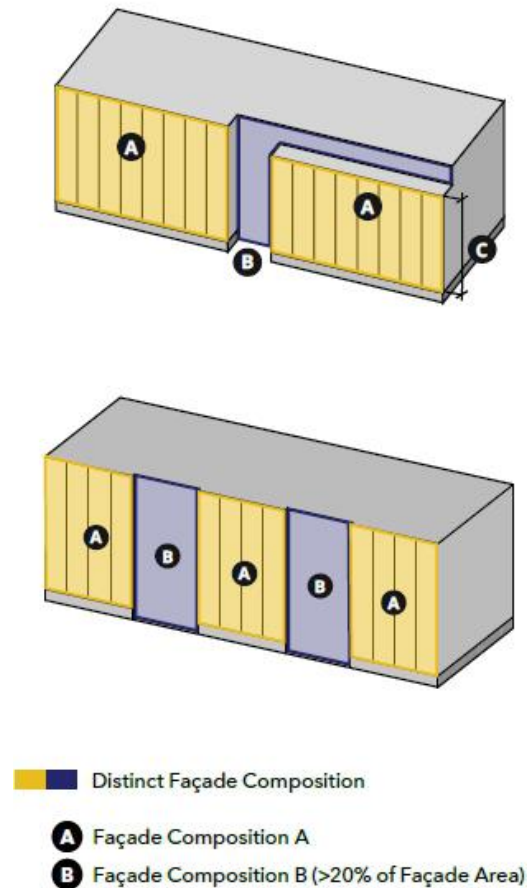
- A** Balcony projecting outward from the structure
- B** Minimum 20 feet distance from shared rear or side property line
- C** Rear or Side property line



- A** Inset balcony
- B** Within 20 feet of shared rear or side property line
- C** Rear or Side property line

- c. A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units or single-family residential zoning district boundaries (except within the required front setback). Landscaping (trees, shrubs, or hedges) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for adjacent single-family residential uses. All landscaping shall be installed in accordance with the EPAMC Chapters 18.28 (Trees on Private Property), 18.10 (Residential Zones), 18.12 (Mixed Use Zones), and 18.26 (Fences, Hedges and Walls), as applicable.
- d. When a building has a rear and/or interior side property line abutting a single-family residential zoned parcel (R-LD), starting above the third floor, each subsequent floor shall be stepped back by 10 feet for every two floors.
- e. Vegetation shall be used to screen views of a new residence or residential addition.
- f. For a front or back building façade condition within the same site, building-to-building separation shall be a minimum of 45 feet for 4-story buildings or higher, a minimum of 35 feet for 3-story buildings and a minimum of 25 feet for 2-story buildings.
- g. For a side building façade condition within the same site, building-to-building separation shall be a minimum of 25 feet for 4-story buildings or higher, a minimum of 20 feet for 3-story buildings and a minimum of 15 feet for 2-story buildings.
- h. Building façades greater than 200 feet in length shall have at least two distinct façade compositions with at least two unique features of rhythm and pattern; material and color; modulation of building form; or façade articulation. Each of the compositions shall account for a minimum 20% of the total façade. (Figure 15)

**Figure 15. FAÇADE COMPOSITION**



### 13. Compatibility and Transition Guidelines

- New multi-family residential buildings and residential additions should be designed to preserve privacy, light, and air to adjoining properties to the extent feasible.
- Where the original structure has limited design quality, the addition should work to enhance the overall appearance of the site.
- Multi-family and mixed-use structures (containing both residential and commercial uses) adjacent to single-family or townhouse residential uses should incorporate sensitive transitions in scale and massing. For example, massing should be broken down using height step-backs, articulated sub-volumes, and horizontal and vertical façade articulation.

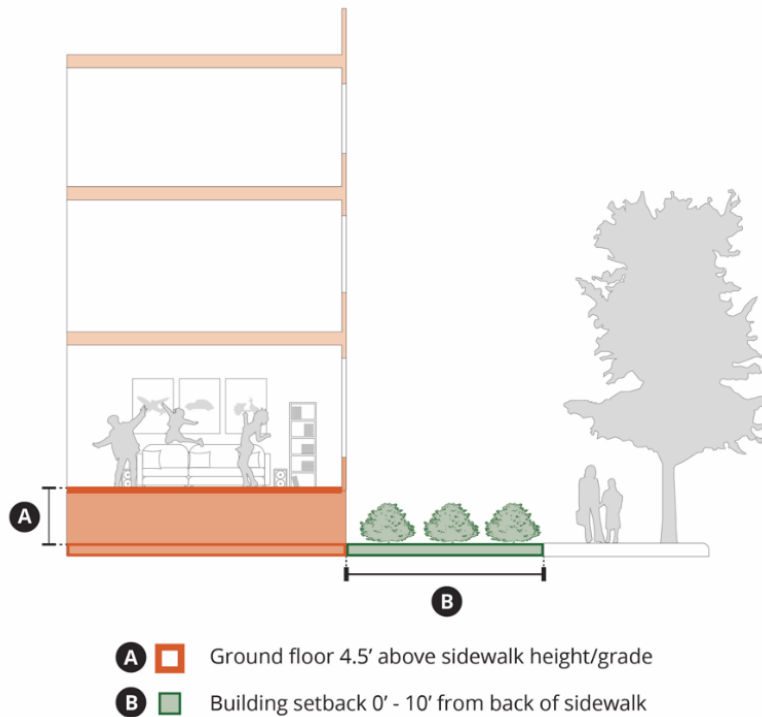
### 14. Façade Design and Activation - General Ground Floor Standards

- All ground-floor building frontages facing public streets, public open spaces, and common open spaces shall include entrances and/or windows to lobby, living, working, neighborhood commercial, or similar spaces. Frontages facing service streets, alleys, rear lot lines, or private open space are not expected to have active uses.
- Long blank walls (longer than 30 feet) without openings such as doors or windows are prohibited along facades facing public streets, public open space, or private streets with public access easements.
- Parking structures shall be wrapped with ground-floor uses along all street frontages. In lieu of ground-floor uses, murals/art and landscaping are allowed on frontages facing service streets, alleys, rear lot lines, or private open spaces.

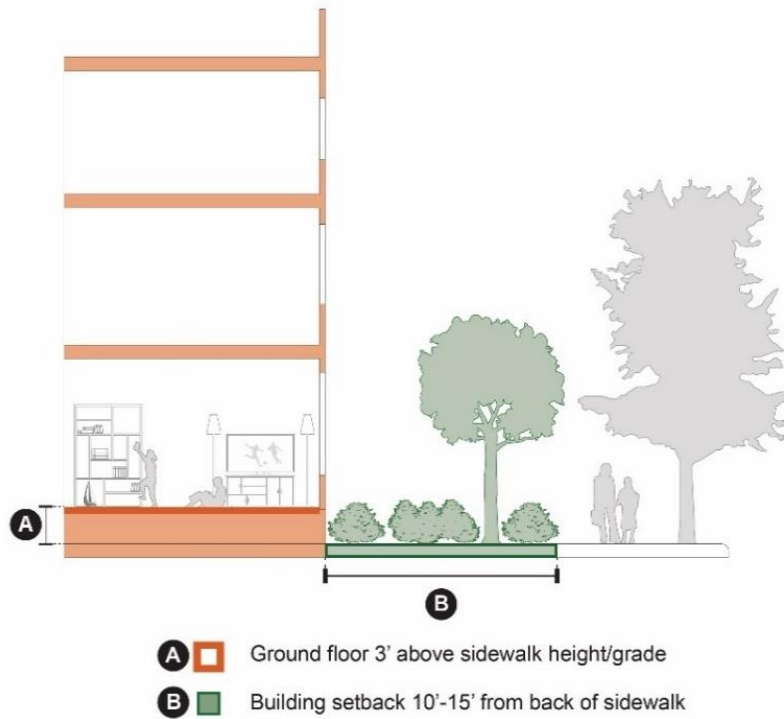
## 15. Façade Design and Activation - Residential Ground Floor Standards

- a. To provide adequate privacy for ground floor residential units in mixed-use zones, the closer the building is located to the back of sidewalk, the more elevated the ground-floor units shall be as follows:
  - (i) A building with a setback of 10 feet or less shall elevate units by at least 4.5 feet from the sidewalk level. (Figure 16)
  - (ii) A building with a setback of 10 – 15 feet shall elevate units by at least 3 feet from the sidewalk level. (Figure 17)
  - (iii) A building with a setback greater than 15 feet does not need to elevate units. (Figure 18)

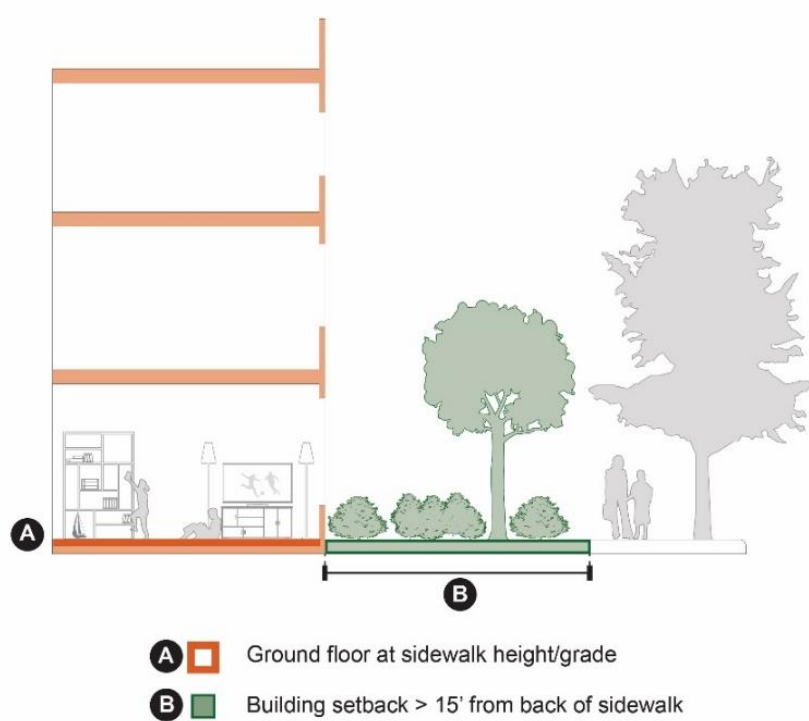
**Figure 16. GROUND FLOOR UNITS, LESS than 10 foot setback**



**Figure 17. GROUND FLOOR UNITS, 10-15 foot setback**



**Figure 18. GROUND FLOOR UNITS, more than 15 foot setback**



**16. Façade Design and Activation - Retail and Office Ground Floor Standards**

- a. Ground floor retail and commercial storefronts shall have a minimum depth of 25 feet and a minimum floor-to-floor height of 16 feet.

- b. On ground floor facades that face a public street, transparent glass windows shall be used that provide views into active interiors as follows:

**Table 1: Glazing & Transparency Standards**

Standard	Storefront	Office / Active Non-Residential
Minimum Transparency between 2 and 7.5 feet	65%	40%
Entrance Frequency	Every 50 feet on average	Every 80 feet on average

**17. Façade Design and Activation - Upper Floor Façade Design Standards**

- a. Balconies, where provided, shall utilize railing or similar materials compatible with the overall architectural style of the development.
- b. At least two treatments (architectural features, landscaping, or art elements that tie into the overall design theme) shall be applied to all facades exposed to public view.
- c. Blank end walls (without windows, porches, or balconies) shall be prohibited. Windows, balconies, or other modulation shall be provided for at least 10% of the façade area.
- d. Roof flashing, rain gutters, down spouts, vents, and other roof protrusions shall be screened from view or finished to match adjacent materials and/or colors of the structure.
- e. All facades of a building facing a street or public space shall be treated with variations in massing and articulation.

**18. Façade Design Guidelines**

- a. Building façades should be designed to have a distinct base, middle, and top.
- b. Ground-floor façades should be designed to give individual identity and visual interest to each individual establishment.
- c. Commercial frontages should be broken into similar 20- to 35-foot wide modules.
- d. Where multiple tenant spaces are incorporated into a building, individual tenant spaces should be located within distinct building bays. This can be achieved by any of the following:
  - (i) Placing a column, pier, or pilaster between façade elements.
  - (ii) Applying a vertical slot or recess between façade elements.
  - (iii) Providing variation in plane along the building wall.
  - (iv) Modulating the building wall by recessing storefront entrances or creating a niche for landscaping or for a pedestrian area.
  - (v) Varying wall materials.
- e. One or more of the following elements should be used to articulate a building façade:
  - (i) Variation in the details for the top of a building, including cornice lines, parapets, eaves, brackets, and other detailing.
  - (ii) Variation in the details for the body, or middle, of the building, including awnings, overhangs, canopies, pilasters, columns, slots, decorative lighting, and window boxes.

- (iii) Variation in the details for the base of a building, including recessed entry areas, covered outdoor areas, and alcoves.
- f. Façade details should appear integral to the architectural and structural design of the building rather than tacked onto the surface.

## 19. Architectural Design Detail Standards

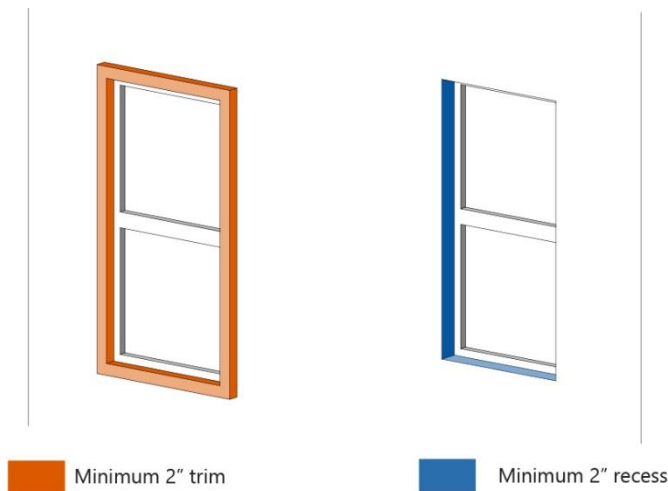
### a. Entries

- (i) The main shared entry to the multi-family or mixed-use development shall be clearly delineated and identifiable, with a massing projection or recess with a minimum depth of 2 feet.

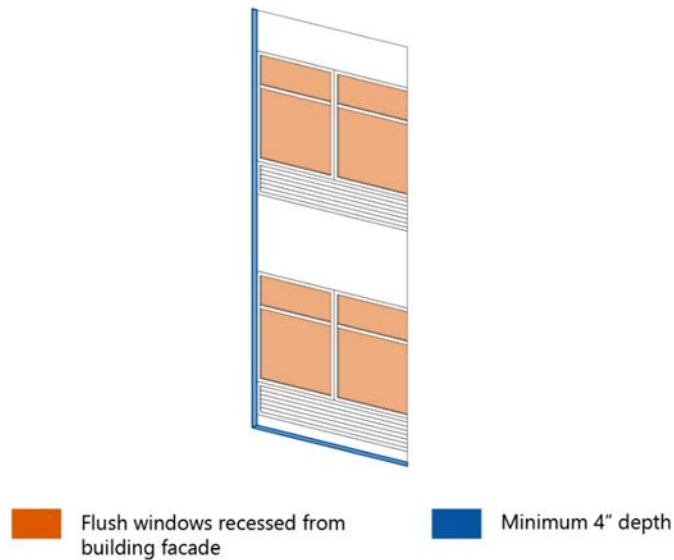
### b. Windows and Balconies

- (i) Windows facing a public right-of-way or publicly accessible open space shall be recessed a minimum of 2 inches to provide a “punched” recessed character or window trim shall be provided with a minimum of 2 inches in width and depth. (Figure 19)
- (ii) Windows that are flat or “flush” with the façade are prohibited unless applied to a portion of a building that is part of a recessed façade modulation that is recessed at least 4 inches. (Figure 20)

**Figure 19. WINDOW DESIGN**



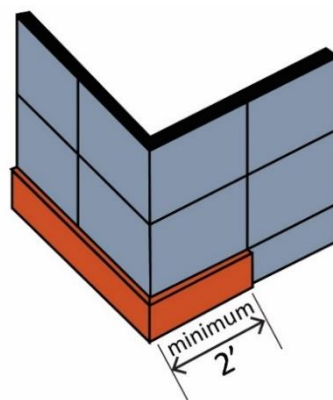
**Figure 20. WINDOWS IN RECESSED FAÇADE MODULATIONS**



**c. Materials**

- (i) At least two materials shall be used on any building frontage, in addition to glazing and railings.
- (ii) Materials and finishes shall be consistently applied to all facades; the same general materials shall be used on all structures/facades within a given development project.
- (iii) Plywood, vinyl, T1-11, plastic (and plastic laminate), and fiberglass shall be prohibited as siding materials.
- (iv) Materials shall continue around corners for at least two feet. (Figure 21)
- (v) Vinyl and plastic awnings are prohibited.

**Figure 21. MATERIAL CORNER TREATMENT**



**REQUIRED**  
Continue material around corner  
for a minimum of 2 feet

**d. Roofs**

- (i) Roof style and pitch shall be consistent with the style and pitch of other roofs within the development (i.e., complimentary to the overall style of the project).
- (ii) Additions to existing structures shall be designed to match the roofline, style, and colors of the original structure.

**e. Roof-Mounted Equipment/Amenities**

- (i) All rooftop equipment shall either be:
  - a) Set back from the parapet or roof edge at a ratio of at least 1:1.15 (the height of equipment closest to the edge compared to its distance from the edge), and no less than 5 feet from edge regardless of height.
  - b) Screened with parapet walls or other architectural features such that the equipment is not visible from any point below the roof level. Screening more than 10 feet in height (that is flush with the building façade) shall be counted towards the maximum height.
- (ii) All roof-mounted mechanical, electrical, and external communication equipment, such as satellite dishes and microwave towers, shall be screened from public view (with materials similar to or compatible with the rest of the structure) or architecturally integrated into the building.
- (iii) Roof-mounted equipment greater in height than the parapet wall shall be screened to a height equal to the height of the equipment such that it is not visible from any point at or below the roof level of the subject building.
- (iv) Mechanical equipment that is less than two feet in height, solar panels, wind generators, or green roof features shall be exempt from these requirements.
- (v) Trellises, pergolas, or other amenity uses of the rooftop are limited to 20% of the total rooftop area (and each individual element may not exceed 400 square feet), must be set back by at least 10 feet from the roof edge, and may exceed the maximum building height by no more than 15 feet.

## **20. Architectural Design Detail Guidelines**

**a. Doors and Windows**

- (i) Main building entrances should be oriented toward the sidewalk and include architectural features that give them prominence. Treatments such as a change in height or a distinctive corner material are recommended.
- (ii) Façade openings and windows should be vertically proportioned, with a greater height than width.
- (iii) Upper-floor windows should be enhanced with architectural details such as sills, molded surrounds, and lintels.
- (iv) Window and balcony placement should be sensitive to the existing arrangement of windows and outdoor living spaces on adjoining properties.

**b. Colors and Materials**

- (i) Projects should avoid the use of simulated materials.
- (ii) Exterior materials used should be consistent with or compliment the use of exterior materials in the neighborhood.

- (iii) The colors and materials used on the exterior of a building should adhere to an appropriately varied palette.
- (iv) Changes in color or materials should be used to differentiate between different components of a building, utilizing both primary and secondary materials.
- (v) Any accent materials should be used on all visible façades of the building, not only the front façade.

**EXHIBIT B - Definitions**

	<b>Staff Recommendations</b>
§18.08.010 – General	<p>“A” Definitions</p> <p><b>Apartment.</b> <u>An apartment, sometimes called flat, is a self-contained residential unit within a larger building containing five or more units. Each unit includes private amenities such as a kitchen, bathroom, and sleeping area, and may be rented or owned. Common facilities like laundry rooms, gyms, parking, and recreational areas are generally provided for residents. Apartments are often accessed through shared hallways and structurally share such elements as walls, floors, roofs, and common areas like staircases and elevators.</u></p>
	<p>“M” Definitions</p> <p><b>Multiple-Family Dwellings.</b> A structure or development, <u>on a single lot,</u> containing three or more dwelling units, each of which is for occupancy by one or more persons as a single housekeeping unit. <del>(includes: They include:</del> triplexes, <del>(structures under one ownership with</del> three dwelling units in the same structure), fourplexes <del>(structures under one ownership with</del> four dwelling units in the same structure), and apartments (five or more units <del>under one ownership</del> in a single structure or complex); and <del>common ownership,</del> attached unit projects <del>including /</del> condominiums <u>with common driveways and amenities.</u> Also includes factory-built, modular housing units and mobile homes/manufactured housing units when placed on permanent foundation systems. Does not include duplexes.</p>
	<p>“R” Definitions</p> <p><b>Rowhouse.</b> <u>A single-family attached dwelling which is attached to another dwelling, excluding accessory dwellings, and designed for or used exclusively for residential purposes of one family. Each dwelling is separately owned, located on a discrete parcel, and is attached to similar structures along a single parcel line in a linear arrangement and separated vertically by party walls. Each dwelling unit has a totally exposed front and rear wall used for direct ground-level access to the outdoors.</u></p>
	<p>“S” Definitions</p> <p><b>Single-Family Dwellings.</b> A structure containing one dwelling unit located on a single parcel for occupancy by one housekeeping unit. Also includes factory-built, modular housing units, and mobile homes/manufactured housing when placed on permanent foundation systems.</p> <p><b>Single-Family Dwellings, Attached.</b> A dwelling attached to another dwelling, excluding accessory dwellings. Each dwelling is separately owned, located on a discrete parcel, and is joined to another dwelling along a single parcel line. Each dwelling is totally separated from the other by an unpierced wall extending from ground to roof. <u>They include two units (duets or semi-detached homes) or three or more attached dwelling units, with each unit on a discrete parcel...</u></p> <p><b>Single-Family Dwellings, Detached.</b> A dwelling not attached to another dwelling, excluding an accessory dwelling unit. The dwelling is owned in fee and is located on an individual parcel.</p>
	<p>“T” Definitions</p> <p><b>Townhouse.</b> A structure designed for or used exclusively for residential purposes of one family. The structure is attached to similar structures in a linear</p>

	arrangement and separated vertically by party walls. Each dwelling unit has a totally exposed front and rear wall used for direct ground-level access to the outdoors. <u>Each townhouse could be located on a separate parcel or be part of a multi-family development.</u>
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**EXHIBIT C**

Corrections to Exhibit K adopted by City Council on March 18, 2025

Add missing text to sub-section 18.96.030.E.4.c

<p>§18.96.030.<b>AE.4</b> – General Provisions</p>	<p>Except as otherwise provided in this chapter, an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) that meets all of the following specified development standards shall be approved by the City:</p> <p>4. Multiple detached ADUs, not to exceed:</p> <p>a. Eight detached accessory dwelling units on a lot with an existing multi-family dwelling. However, the number of accessory dwelling units shall not exceed the number of existing units on the lot.</p> <p>b. Two detached accessory dwelling units on a lot with a proposed multi-family dwelling.</p> <p>c. The <b>ADUs must not exceed the</b> allowed height in Subsection 18.96.050.C and must have a minimum rear and side setbacks of four feet. If the existing multifamily dwelling has a rear or side setback of less than four feet, the existing multifamily dwelling will not be required to be modified to meet this setback.</p>
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**EXHIBIT D**

Corrections to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Two-Family Dwellings – Attached Only and Home Businesses.

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
	P	CUP	AUP	TUP
	Permitted By-Right Conditional Use Permit (Chapter 18.88) Administrative Use Permit (Chapter 18.88) Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Residential Uses</b>				
Two-Family Dwellings - Attached Only				
Located on 1 <sup>st</sup> floor	<del>CUP</del> P	CUP	CUP	
Located above 1 <sup>st</sup> floor	P	P	P	
Transitional Housing	—	—	—	
Home Businesses	HBP	HBP	HBP	Section 18.48. <del>100-110</del>
Live-work Units	CUP	CUP	CUP	Not allowed on 1st floor

**EXHIBIT E - Development Standards**

	Staff Recommendations
§18.10.030 – Development Standards	
<p>E. <b>Second Curb Cuts Prohibited.</b> Except for projects with parking areas originally designed with more than one curb cut for ingress and egress <u>or as set provided for herein</u>, second curb cuts are <u>generally</u> not allowed. <u>Accordingly, Single-family homes are restricted to one curb cut, except for corner lots with Accessory Dwelling Units (ADUs) on corner lots under certain conditions, including where a second driveway may be allowed as long as it is proposed at least 25-feet away from the point of intersection of the two property lines fronting the parcel and from any other driveway. Second driveways shall incorporate permeable pavers that minimize runoff.</u></p>	

**EXHIBIT F - Development Standards**

Table 2-2 Development Standards for Residential Zones					
Development Feature (minimum unless otherwise indicated)	R-LD	R-MD	R-HD	R-UHD	Additional Requirements
<b>Setbacks</b> <sup>1 and 2</sup>					
<b>Rear</b> 1 <sup>st</sup> Story 2 <sup>nd</sup> Story (see footnote 1 for structures above 18 feet)	10 ft. 10 ft.	20 ft. 30 ft.	20 ft.	20 ft.	R-LD zone: The 10-foot rear setback requires a minimum of <del>750</del> <u>700</u> sq. ft. of usable rear yard area; if not, development is not allowed.
<b>Open Space</b> - Minimum sq. ft. of open space required for each dwelling unit. All open space areas shall be landscaped in compliance with Chapter 18.28					
	700 sq. ft. in rear of property, usable and open, no permanent hardscape. <u>Or 500 sq ft or 50% of the existing rear yard, whichever is less restrictive</u>				

	with ADUs. <sup>1</sup>				
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**NOTES:**

1. **Front and Side Setback Increase Over 18 22 Feet in Height For Single-Family Dwellings.** Where a new structure or an addition to an existing single-family structure will exceed 18 22 feet in height, the required setback from the front and side property lines of the site shall be increased by one foot for each two feet of structure height in excess of 18 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds 18 22 feet in height. ~~Up to 50 percent of the proposed structure can utilize the single-story side setback for a structure; provided that the area where the addition will occur will not reduce air, light, and privacy to adjoining properties. The Commission, as part of the Design Review process, may allow more than 50 percent of the proposed structure to utilize the single-story setback if the proposal exhibits exceptional design.~~

**EXHIBIT G – Service Stations**

§18.48.180

	Staff Recommendations
§18.48.180 – Service Stations	
	<p><b>A. Applicability.</b> The provisions in this section apply to all vehicle service stations where allowed.</p> <p><b>B. Standards.</b> A vehicle service station use shall comply with the regulations and restrictions applicable to the zone in which it is located and all of the following:</p> <ol style="list-style-type: none"> <li><b>Parcel size.</b> The minimum parcel size shall be 16,000 square feet.</li> <li><b>Minimum street frontage.</b> The minimum street frontage shall be 120 feet. If located on a corner, at least one street frontage shall measure at least 120 feet.</li> <li><b>Allowed uses.</b> Service Stations shall be allowed by Conditional Use Permit only in mixed-use zones along University Avenue between Donohoe Street and Bell Street <u>and at the intersection of E. Bayshore Road and Pulgas Avenue</u>. The primary use of a service station shall be the dispensing of motor fuels, lubricants, vehicle recharging, and the exchange of motor vehicle parts in kind. <del>Limited / Incidental</del> vehicle/equipment repair shall be limited to the hours of 7:00 a.m. to 7:00 p.m., daily. Such repair / service include air conditioning service, carburetor and fuel injection service, electrical service, radiator service, tune-up, lube, oil change, and smog check, as well as tires, batteries and accessories installation.</li> </ol>

**EXHIBIT H – Land Use Regulations and Allowable Uses**

§18.12.020

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88)

<sup>1</sup> Previously adopted by City Council (ZTA23-001) on February 6, 2024

	TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Recreation, Education, and Public Assembly Uses</b>				
Schools, Public and Private	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
<b>Vehicle Rental, Sale and Service Uses</b>				
Vehicle/Equipment Rentals				
Vehicle Washing	—	—	—	
Refueling/Service Stations (only on University Avenue between Donohoe Street and Bell Street <u>and the intersection of E. Bayshore Road and Pulgas Avenue</u> )	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	Section 18.48.180.B.3 • <u>No incidental repair/service</u>

**EXHIBIT I – 15-foot Front and 5-foot Side Setbacks in Residential Zones**  
§18.10.030

Development Feature (minimum unless otherwise indicated)	R-LD	R-MD	R-HD	R-UHD	Additional Requirements
<b>Setbacks</b> <sup>1 and 2</sup>					
<b>Front</b>					
Living Area	10 ft.	<del>20</del> <u>15</u> ft.	15 ft.	<del>20</del> <u>15</u> ft.	
Garage Face	23 ft.				
<b>Corner Vision Triangle</b>	12 ft.	12 ft.	12 ft.	12 ft.	
<b>Side/Street Side</b>	5 ft.	<del>40</del> <u>5</u> ft.	<del>40</del> <u>5</u> ft./15 ft.	<del>40</del> <u>5</u> ft./15 ft.	

**EXHIBIT J – Criteria for Tree Removal**

	Staff Recommendations
§18.28.070 – Criteria for Tree Removal	
<p>A Protected Tree may be removed under the following circumstances:</p> <p>E. Removal is requested by a utility, public transportation agency, or other governmental agency due to a health or safety risk resulting from the tree's interference with existing or planned public infrastructure and preservation of the tree would add unreasonable cost to the project. <u>Based on such a request, a Tree Removal Permit may be processed without requiring the submittal of an Arborist Report.</u></p>	

**EXHIBIT K – Enforcement**

	Staff Recommendations
§18.28.110 – Enforcement	
<p>A. <b>Violations.</b> Violation of a provision contained in this chapter is unlawful and a public nuisance. The Director may serve notice upon any person violating any provision of this chapter. Violators shall be subject to the provisions set forth in Chapter <del>4.148</del> <u>18.118 - Enforcement</u>.</p>	

**EXHIBIT L - Definitions**

§18.08.010

	Staff Recommendations
§18.08.010 – General	<p>“H” Definitions</p> <p>An accessory use of a <u>dwelling residential parcel</u>, conducted entirely within the <u>dwelling parcel</u>, and carried on by one or more persons, all of whom reside <u>in on</u> the <u>dwelling parcel</u>, and where no persons are employed other than domestic help and where the use is clearly incidental and secondary to the use of the <u>dwelling parcel</u> for residential purposes and does not change the character or adversely affect the uses allowed in the residential zone of which it is a part.</p>

**EXHIBIT M – Home Businesses (Home Occupation Permit)**

§18.48.110

	Staff Recommendations
§18.48.110 – Home Businesses (Home Occupation Permit)	
<p>C. <b>Standards.</b> Home businesses are subject to the requirements of the base residential or mixed use zone where located, any conditions imposed on the Home Occupation Permit and all of the following standards:</p> <ol style="list-style-type: none"> <li>1. A home business shall be conducted as an accessory use of a dwelling unit, conducted entirely within the dwelling unit <u>or an accessory structure</u>, and carried on by one or more persons, all of whom reside in the dwelling unit, and where no persons are employed other than domestic help;</li> <li>2. A home business shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character of the dwelling <u>or accessory structure</u> or adversely affect the uses allowed in the residential or mixed use zone;</li> <li>3. The home business shall be operated in a manner so as to not cause a nuisance (e.g., noise, vibrations, dust, odors, glare, debris, smoke, television or radio interference, heat, radiation, or other nuisances) detectable outside the dwelling <u>or accessory structure</u> or through common walls of an attached dwelling;</li> <li>4. The appearance of the dwelling or any accessory structure shall not be altered so that the dwelling may be recognized as serving a nonresidential use (either by color, construction, dust, materials, odors, lighting, noise, signs, sounds, vibrations, etc. or that disturbs the peace). The existence of a home business shall not be apparent beyond the boundaries of the subject site;</li> <li>5. There shall be no signs allowed other than the address for the main dwelling. No exterior signage shall identify the business. There shall be no other advertising using the home</li> </ol>	

address, with the exception of advertising in the telephone directory or via the Internet. All advertising shall clearly state "by appointment only" if the residential address is used;

6. No more than 25 percent of the gross floor area of one floor of the residence or one room, whichever is less, shall be used for the purpose of home business. Use of space in a garage shall be preceded by approval of a planning permit allowing the garage conversion; ~~or accessory structure is prohibited;~~
7. The use shall not involve the storage of hazardous, flammable, or combustible liquids or materials, other than those customarily found in or of greater intensity and/or duration of those customarily associated with a residence;
8. Customers of the home business are allowed at the residence only between the hours of 9:00 a.m. and 8:00 p.m.;
9. ~~The entrance to the space devoted to the home business shall be from within the primary dwelling unit and there shall be no internal or external alterations to the existing dwelling that would provide an entrance other than the same of the entire dwelling unit;~~
10. The home business shall be restricted to the interior of the dwelling unit or accessory structure and shall not take place on external areas of the subject property; ~~the dwelling's garage, or in any accessory structure;~~
11. No more than 50 cubic feet of storage shall be devoted to the storage of inventory or products in any part of the dwelling or accessory structure. ~~There shall be no storage of equipment or supplies within an accessory structure.~~ Outdoor storage of any items related to the home business is prohibited;
12. No persons other than residents of the dwelling or domestic help shall work or report to work on the premises;

**F. Findings for a Home Occupation Permit.**

3. ~~No business license shall be issued for a home business and no use shall be established as a home business for five business days after a Home Occupation Permit has been approved or while an appeal is pending.~~

**G. Permit Limitations.**

3. A new Home Occupation Permit and business license, whether for the same or a different home occupation conducted by a new resident, shall be obtained before ~~conducting an allowed operating a permitted~~ home business. Therefore, a Home Occupation Permit "does not run with the land."
4. A change in the type of home business activity conducted by the resident requires a new Home Occupation Permit and business license.

**EXHIBIT N - Temporary Use Permits**

Chapter 18.94

	<b>Staff Recommendations</b>
§18.94.050 – Allowed Temporary Uses	The following temporary uses are allowed on private property, subject to the issuance of a Temporary Use Permit, and only when conducted in compliance with the specified time limits and conditions of approval. <u>To issue a No Minor Temporary Use Permit shall be issued if another temporary use has occurred on the subject property within the previous 30 days (whether by the same applicant or otherwise) notice should be given to surrounding property owners followed by a hearing:</u>

	<p><b>B. Allowed Temporary Uses.</b></p> <ol style="list-style-type: none"> <li>1. <u>Amusement rides, arts and crafts exhibits, auctions, carnivals, circuses, concerts, fairs, farmer's markets, festivals, flea markets, food markets/events, outdoor entertainment/sporting events, petting zoos, rodeos, rummage sales (not garage or yard sales), and swap meets limited to <del>six</del> 14 consecutive days or less within any 30-day period, or <del>six</del> seven two-day weekends, within a 12-month period. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended.</u></li> <li>2. <u>Outdoor display and sale events conducted by a retail business, including auto dealerships, holding a valid business license, issued in compliance with Municipal Code Chapter 5.04 may be allowed a maximum of six outdoor sale events (excluding City-sponsored activities) in a year. An outdoor sale event shall be no longer than seven consecutive days in duration. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended.</u></li> <li>5. <u>Major Temporary uses on the same lot shall be separated by at least 30 days. Additional time shall be added in between Major Temporary Use Permits at the discretion of the Director.</u></li> </ol>
<p>§18.94.060 – Application Filing and Processing</p>	<p><b>B. Types of Temporary Use Permits.</b></p> <ol style="list-style-type: none"> <li>1. <u>Minor Temporary Use Permit. Permit for use lasting from one to six no more than 30 days. The days may be consecutive.</u></li> <li><del>2. Administrative Temporary Use Permit. Permit for use lasting from seven to 30 days. The days may be consecutive.</del></li> <li>3. <u>Major Temporary Use Permit. Permit for use lasting from 31 to 365 days. The days may be consecutive.</u></li> </ol>
<p>§18.94.070 – Director Review</p>	<p><b>A. Director Action.</b> <u>The Director may take action on a Temporary Use Permit for a temporary use operated in compliance with conditions of approval as follows:</u></p> <ol style="list-style-type: none"> <li>1. <u>A Minor Temporary Use Permit may be approved administratively without notice or hearing.</u></li> <li><del>2. An Administrative Temporary Use Permit may be approved administratively by the Director, with notice provided to abutting property owners.</del></li> <li>3. <u>A Major Temporary Use Permit may be approved after notice and hearing to adjacent property owners by the Director. The Director may defer action and refer the application to the Commission for review and final decision.</u></li> </ol>

§18.94.110 – Post Decision Procedures	The procedures and requirements related to permit implementation and to appeals ( <u>Major Temporary Use Permits only</u> ) and revocation apply following the decision on a Temporary Use Permit application.
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**EXHIBIT O – Definitions**  
Chapter 18.08

	<b>Staff Recommendations</b>
§18.08.010 – General	<p>“A” Definitions</p> <p><b>Alcohol Sales.</b></p> <p><b>Alcohol Sales (off-site-sale).</b> Any establishment, <u>such as a liquor store or convenience market</u>, that sells, serves, or gives away alcoholic beverages <u>in unopened containers</u> for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store). The establishment shall include any immediately adjacent area owned, leased, rented, or controlled by the licensee. Does not include an establishment selling alcoholic beverages as an accessory line of merchandise.</p> <p><u><b>Alcohol Sales (off-site-sale), Accessory.</b> Any establishment that sells, serves, or gives away alcoholic beverages for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store), where the sale of alcoholic beverages is accessory to the retail sale of goods and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets.</u></p> <p><b>Alcohol Sales (on-site-sale).</b> An establishment, <u>such as a bar, tavern, or other drinking establishment</u>, that has all of the following characteristics:</p> <ol style="list-style-type: none"> <li>1. <u>Alcoholic beverages will be or are sold, served, or given away for consumption on the premises where sold, served, or given away; and</u></li> <li>2. <u>The establishment is applying for or has obtained an appropriate ABC License such as ABC License Type 48; and</u></li> <li>3. <del><u>The sale of alcoholic beverages is accessory to the retail sale of food products and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores,</u></del></li> </ol>

	<p><u>grocery stores, and supermarkets, but do not include convenience markets.</u></p> <p><b><u>Alcohol Sales (on-site-sale), Incidental.</u></b> <u>An establishment which sells, serves, or gives away alcoholic beverages, as an incidental or ancillary activity, for consumption with a meal at a bona fide public eating establishment where the operator is applying for or has obtained an ABC License Type 47.</u></p>
	<p>“E” Definitions</p> <p><b><u>Bar, Lounge, and Nightclub / Drinking Establishment.</u></b> An establishment selling or serving alcoholic beverages for consumption on the premises and holding or applying for a public premises license from the California State Department of Alcoholic Beverage Control (ABC). Persons under 21 years of age are not allowed to enter and remain on the premises. The establishment includes any immediately adjacent area that is owned, leased, rented, or controlled by the licensee.</p> <p><b><u>Eating Establishment.</u></b> <u>A bona fide public eating place is a location that is regularly used for the serving of meals to guests for compensation and has suitable kitchen facilities. It must maintain a sanitary condition and comply with local health regulations. The establishment must provide an assortment of foods commonly ordered at various hours of the day, and guests must order and obtain a meal at the establishment during regular meal hours.</u></p>

**EXHIBIT P - Alcohol Sales**  
Chapter 18.48

	<b>Staff Recommendations</b>
<p>§18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d</p>	<p>A. <b>Applicability.</b> The provisions in this section apply to all alcohol sales uses whether for on-site <u>(bars, nightclubs, and establishments where consumption of alcoholic beverages is the primary use, but excluding incidental sale of beer and wine at bona fide public eating establishments)</u> or off-site consumption where allowed in compliance with all of the following standards.</p> <p>D. <b>Conditions of approval.</b> The Review Authority may impose conditions upon the issuance of the permit it deems appropriate, necessary, and reasonable, under the circumstances, including, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Approve the <del>initial</del> permit <del>for a period not to exceed three years,</del> with annual reviews <u>required for the first two years;</u></li> <li>2. Limitation upon the hours of the day during which alcoholic beverages can be sold;</li> <li>3. Requirement for special trash collection service; and/or</li> </ol>

	<p>4. Requirement for special security arrangements; provided however, the cost shall not impose an unreasonable economic hardship upon the proprietor of the establishment.</p> <p>E. <b>Determinations of Public Convenience or Necessity (PCN).</b> Determinations within the jurisdiction of the Council in compliance with Section 23958.4 of the Business and Professions Code as to whether the public convenience or necessity (PCN) would be served by the issuance of an ABC license are delegated to the Commission.</p> <p>1. <b>Application and hearing.</b> The Commission shall conduct a public hearing upon an application for a determination of public convenience or necessity. The Commission shall consider all of the following:</p> <p style="padding-left: 40px;">d. To what extent is the sale of alcohol <del>is</del> essential to the primary purpose of the business? What percentage of the business's sales is anticipated to be alcohol sales;</p>
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**EXHIBIT Q – Corrections and clarifications to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service Chapter 18.08**

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Retail Trade Uses</b>				
Alcohol Sales (off-site-sale)	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Alcohol Sales (off-site-sale), Accessory	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Alcohol Sales (on-site-sale) <u>– Bars, Taverns, etc.</u>	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Retail Sales	P	P	P	
Retail Sales (Used Merchandise)	P	P	P	Section 18.48.170
Retail Sales (Used Merchandise) - Restricted	AUP	AUP	AUP	Municipal Code Chapter 5.40
<b>Service Uses - General</b>				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

**EXHIBIT R – Corrections and clarifications to Table 2-5 of Section 18.14.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service Chapter 18.08**

Table 2-5 Allowed Uses and Permit Requirements	Commercial Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	C-G	C-N	C-0	Specific Use Regulations
<b>Retail Trade Uses</b>				
Alcohol Sales (off-site sale)	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (off-site sale), Accessory Uses	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (on-site sale) <u>-Bars, Taverns, etc.</u>	CUP	CUP	CUP	Section 18.48.030
Prescription Pharmacies, Medical Supplies	P	P	P	
<b>Service Uses - General</b>				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

**EXHIBIT S – Corrections and clarifications to Table 2-7 of Section 18.16.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service. Chapter 18.08**

Table 2-7 Allowed Uses and Permit Requirements	Special Purpose Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	PI	PR	RM	Specific Use Regulations
<b>Service Uses - General</b>				
Eating and Drinking Establishments				

Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	AUP	AUP	—	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>
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## ATTACHMENT 2

RESOLUTION NO. \_\_\_\_\_

### A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EAST PALO ALTO

#### RECOMMENDING TO THE CITY COUNCIL TO ADOPT DEVELOPMENT CODE AMENDMENT (ZTA25-002) AMENDING VARIOUS CHAPTERS AND SECTIONS OF TITLE 18 (DEVELOPMENT CODE) OF THE EAST PALO ALTO MUNICIPAL CODE (EPAMC)

**WHEREAS**, the Planning Commission held a duly noticed public hearing on March 23, 2026, to consider Development Code Amendment (ZTA25-002); and

**WHEREAS**, the California Housing Accountability Act (HAA) of 1982, created to limit the ability of local governments to deny or reduce the density of housing development that comply with existing zoning and General Plan rules is codified in the State of California Government Code Sections 65589.5 through 65589.9; and

**WHEREAS**, the HAA has been significantly strengthened through major amendments in 2017 (SB 167 and AB 678) and 2019 (SB 330) making it a more powerful tool for housing developers; and

**WHEREAS**, one of the criteria which housing developments must meet in order to prevent local governments from being able to deny them or limit their density is their compliance with Objective Design Standards; and

**WHEREAS**, in the context of Objective Development Standards, “objective” standard means involving no personal or subjective judgement by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowledgeable by both the development applicant or proponent and the public official; and

**WHEREAS**, the City endeavors to continue reconciling the East Palo Alto Municipal Code (EPAMC) with all existing State legislation particularly by meeting the requirements of the HAA by replacing the largely subjective Development Code Section 18.10.040 on Site Design and Architectural Standards with Objective Design Standards: and

**WHEREAS**, the City is desirous of correcting any typographical errors and filling in any missing information in the EPAMC as long as such corrections are internally consistent with the rest of the Code and do not conflict with the letter and spirit of the Vista 2035 General Plan; and

**WHEREAS**, the City is desirous of improving and streamlining the development review process by amending sections of the Development Code to complement existing land uses and improve the review and approval of use and design review permits for the benefit of continued economic development in the City; and

**WHEREAS**, the Planning Commission determines that the proposed Development Code amendment is aligned with City Council Strategic Plan policies to Promote Housing, Economic and Workforce Development and Promote Health & Public Safety; and

**WHEREAS**, this Ordinance is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" that would result in a direct physical change or a reasonably foreseeable indirect physical change to the environment, pursuant to CEQA Guidelines Section 15378. Even if it were considered a project subject to CEQA, it would be exempt under CEQA Guidelines Section 15378 (regulatory actions) and Section 15061(b)(3), as there is no possibility that the Development Code, by itself, would have a significant adverse effect on the environment. Furthermore, in accordance with CEQA Guidelines Section 15183, projects consistent with the development density established by General Plan policies (Vista 2035), for which an Environmental Impact Report (EIR) has already been certified, do not require additional environmental review, except where necessary to evaluate whether there are project-specific significant effects that are unique to the project or its site.

**NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF EAST PALO ALTO HEREBY** adopts a resolution recommending that the East Palo Alto City Council approve Development Code Amendment, ZTA25-002, as set forth in **Exhibit A** and incorporated by this reference, that:

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Repeals and replaces East Palo Alto Municipal Code Section 18.10.040 – Site Design and Architectural Standards with new Objective Site and Architectural Design Standards as set more fully in **Exhibit A-1**;
3. Amends the East Palo Alto Municipal Code as follows:
  - a. Amends Chapter 18.08 Definitions to amend Section 18.08.010 – General to add or amend various definitions, including the definition for Apartment, Multi-Family Dwellings, and other definitions, as set forth in **Exhibit B**.
  - b. Amends Chapter 18.96 to correct various typographical errors, including in “Exhibit K,” which was previously adopted by the City Council on March 18, 2025, as set forth in **Exhibits C and D**.
  - c. Amends Chapter 18.10 to amend Subsection 18.10.030.E to align with Subsection 18.96.050.F.3 Corner lots as adopted by City Council on February 6, 2024, as set forth in **Exhibit E**, to amend Table 2-2 and associated “NOTES” of Section 18.10.030 Development Standards to align with the open space standards adopted by City Council on February 6, 2025, and amend the Front and Side Setback Increase Over 18 Feet in Height For Single-Family Dwellings as proposed to be repealed and replaced pursuant to Section 18.10.040 – Objective Site and Architectural Design Standards as set forth in **Exhibit F**.
  - d. Amends Section 18.48.180 Service Stations to amend Subsection 18.48.180.B.3 as set forth in **Exhibit G** and Table 2-3 Allowed Uses and Permit Requirements of Section 18.12.020 to allow Refueling and Service Stations with Conditional Use Permits in certain roadway corridors in Mixed Use Zones and Schools, Public and Private with Conditional Use Permits in all Mixed Use Zones as set forth in **Exhibit H**.
  - e. Amends Chapter 18.10 to amend Table 2-2 of Section 18.10.030 – Development Standards to reduce the minimum front setback dimensions to Living Areas to 15-foot in all Residential Zones as set forth in **Exhibit I**.

- f. Amends Chapter 18.28 – Trees on Private Property to amend Subsections 18.28.070.E to exempt tree removal requests from utility companies from the requirement to submit an Arborist Report with the application, as set forth in **Exhibit J**, and amend Section 18.28.110.A to correct the referenced chapter under Violations from “1.118” to “18.118” as set forth in **Exhibit K**.
  - g. Amends Chapter 18.08 – Definitions to amend the definition of Home Occupations (Home Businesses) under “H” Definitions in Section 18.08.010 – General, as set forth in **Exhibit L**, and amend Chapter 18.48 to amend Section 18.48.110 Home Businesses (Home Occupation Permit) to allow home occupations in accessory structures within residential properties and to clarify Permit Limitations regarding the operation of home occupations by new residents, as set forth in **Exhibit M**.
  - h. Amends Chapter 18.94 (Temporary Use Permits) to require notice and hearings for temporary uses separated by less than 30 days; extend event duration to 14 consecutive days or seven two-day weekends; clarify annual event limits; allow minor permits up to 30 days; remove the administrative permit category; and clarify post decision procedures apply only to major permits, as set forth in **Exhibit N**.
  - i. Amends Chapter 18.08 Definitions to amend Section 18.08.010 – General to add or amend various definitions, including the definition for Alcohol Sales (off-site-sale), Alcohol sales (off-site-sale) – Accessory, Alcohol Sales (on-site-sale), Alcohol Sales (on-site-sale) – Incidental, Drinking Establishment, and Eating Establishment, as set forth in **Exhibit O**.
  - j. Amends Chapter 18.48 – Regulations for Specific Land Uses and Activities to amend Subsection 18.48.040.A to exempt incidental on-sale of alcoholic beverages from a conditional use permit requirement, amend Subsection 18.48.040.D.1 to condition permits with a requirement for two annual reviews, and amend Subsection 18.48.040.E.1.d to correct a typographical error, as set forth in **Exhibit P**.
  - k. Amends Tables 2-3, 2-5, and 2-7 of Sections 18.12.020, 18.14.020, and 18.16.202 respectively in respect of Land Use Regulations and Allowable Uses to correct and clarify certain notations regarding Alcohol Sales and Food Service, as set forth in **Exhibits Q, R, and S**.
4. Finds the proposed Development Code amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3), and 15282(h)15378 and 15183 of the California Environmental Quality Act (CEQA) Guidelines.

**PASSED AND ADOPTED** this 21st day of April, 2026, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SIGNED:**

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Robert Sherrard  
Chair

**ATTEST:**

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Bryan Tran  
Planning Secretary

**APPROVED AS TO FORM:**

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John D. Lê  
City Attorney

**EXHIBIT A**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**ADOPTING DEVELOPMENT CODE TEXT AMENDMENT ZTA25-002 AMENDING TITLE 18 (DEVELOPMENT CODE) OF THE EAST PALO ALTO MUNICIPAL CODE (EPAMC) SPECIFICALLY TO REPEAL AND REPLACE SECTION 18.10.040 – SITE DESIGN AND ARCHITECTURAL STANDARDS WITH NEW OBJECTIVE SITE AND ARCHITECTURAL DESIGN STANDARDS; 2) AMEND CHAPTER 18.08 DEFINITIONS TO AMEND SECTION 18.08.010 – GENERAL TO ADD A DEFINITION FOR APARTMENT UNDER “A” DEFINITIONS, TO AMEND THE DEFINITION OF MULTI-FAMILY DWELLINGS UNDER “M” DEFINITIONS, TO ADD THE DEFINITION OF ROWHOUSE UNDER “R” DEFINITIONS, TO AMEND THE DEFINITION OF SINGLE-FAMILY DWELLINGS, ATTACHED UNDER “S” DEFINITIONS, AND TO AMEND THE DEFINITIONS OF TOWNHOUSE AND TWO-FAMILY DWELLINGS UNDER “T” DEFINITIONS; 3) AMEND CHAPTER 18.96 TO CORRECT A TYPOGRAPHICAL ERROR IN “EXHIBIT K,” WHICH WAS PREVIOUSLY ADOPTED BY THE CITY COUNCIL ON MARCH 18, 2025, AS “SECTION 18.96.030.A.4 – GENERAL PROVISIONS” CORRECTED TO “SUBSECTION 18.96.030.E.4 – GENERAL PROVISIONS,” TO ADD THE MISSING TEXT “ADUS MUST NOT EXCEED THE” TO SUBSECTION 18.96.030.E.4.C, AND TO CORRECT TYPOLOGICAL ERRORS IN TABLE 2-3 OF SECTION 18.12.020 – LAND USE REGULATIONS AND ALLOWABLE USES REGARDING THE PERMISSION OF TWO-FAMILY DWELLINGS – ATTACHED ONLY IN THE MUC – MIXED USE CORRIDOR ZONE AND NOTATION UNDER SPECIFIC USE REGULATIONS FOR HOME BUSINESSES; 4) AMEND CHAPTER 18.10 TO AMEND SUBSECTION 18.10.030.E TO ALIGN WITH SUBSECTION 18.96.050.F.3 CORNER LOTS AS ADOPTED BY CITY COUNCIL ON FEBRUARY 6, 2024, TO AMEND TABLE 2-2 AND ASSOCIATED “NOTES” OF SECTION 18.10.030 DEVELOPMENT STANDARDS TO ALIGN WITH THE OPEN SPACE STANDARDS ADOPTED BY CITY COUNCIL ON FEBRUARY 6, 2025, AND AMEND THE FRONT AND SIDE SETBACK INCREASE OVER 18 FEET IN HEIGHT FOR SINGLE-FAMILY DWELLINGS AS PROPOSED TO BE REPEALED AND REPLACED PURSUANT TO SECTION 18.10.040 – OBJECTIVE SITE AND ARCHITECTURAL DESIGN STANDARDS; 5) AMEND SECTION 18.48.180 SERVICE STATIONS TO AMEND SUBSECTION 18.48.180.B.3 AND TABLE 2-3 ALLOWED USES AND PERMIT REQUIREMENTS OF SECTION 18.12.020 TO ALLOW REFUELING AND SERVICE STATIONS WITH CONDITIONAL USE PERMITS IN CERTAIN ROADWAY CORRIDORS IN MIXED USE ZONES AND SCHOOLS, PUBLIC AND PRIVATE WITH CONDITIONAL USE PERMITS IN ALL MIXED USE ZONES; 6) AMEND CHAPTER 18.10 TO AMEND TABLE 2-2 OF SECTION 18.10.030 – DEVELOPMENT STANDARDS TO REDUCE THE MINIMUM FRONT SETBACK DIMENSIONS TO LIVING AREAS TO 15-FEET IN ALL RESIDENTIAL ZONES; 7) AMEND CHAPTER 18.28 – TREES ON PRIVATE PROPERTY TO AMEND SUBSECTIONS 18.28.070.E TO EXEMPT TREE REMOVAL REQUESTS FROM UTILITY COMPANIES FROM THE REQUIREMENT TO SUBMIT AN ARBORIST REPORT WITH THE APPLICATION AND AMEND SECTION 18.28.110.A TO CORRECT THE REFERENCED CHAPTER UNDER VIOLATIONS FROM “1.118” TO “18.118”; 8) AMEND CHAPTER 18.08 – DEFINITIONS TO AMEND THE DEFINITION OF HOME OCCUPATIONS (HOME BUSINESSES) UNDER “H” DEFINITIONS IN SECTION 18.08.010 – GENERAL, AND AMEND CHAPTER 18.48 TO AMEND SECTION 18.48.110 HOME BUSINESSES (HOME OCCUPATION PERMIT) TO ALLOW HOME OCCUPATIONS IN ACCESSORY STRUCTURES WITHIN RESIDENTIAL PROPERTIES AND TO CLARIFY**

**PERMIT LIMITATIONS REGARDING THE OPERATION OF HOME OCCUPATIONS BY NEW RESIDENTS, 9) AMEND CHAPTER 18.94 TO STREAMLINE THE TEMPORARY USE PERMIT PROCEDURES, 10) AMEND CHAPTER 18.08 DEFINITIONS TO AMEND SECTION 18.08.010 TO ADD OR AMEND VARIOUS DEFINITIONS FOR ALCOHOL SALES AND DRINKING AND EATING ESTABLISHMENTS, 11) AMEND CHAPTER 18.48 – REGULATIONS FOR SPECIFIC LAD USES AND ACTIVITIES TO EXEMPT INCIDENTAL SALE OF ALCOHOL FROM CONDITIONAL USE PERMIT AND STREAMLINE / CLARIFY OTHER MISCELLANEOUS PROVISIONS, AND 12) AMEND TABLES 2-3, 2-5, AND 2-7 OF SECTIONS 18.12.020, 18.14.020, AND 18.16.020 RESPECTIVELY TO CORRECT AND CLARIFY CERTAIN NOTATIONS REGARDING ALCOHOL SALES AND FOOD SERVICE.**

**WHEREAS**, Chapter 18.114 of the City of East Palo Alto Development Code allows for amendments to the Development Code and provides procedures for processing such amendments; and

**WHEREAS**, Section 18.114.060 of the City of East Palo Alto Development Code sets forth findings for Development Code amendments; and

**WHEREAS**, the Planning Commission of the City has reviewed the proposed amendments to the City of East Palo Alto's Development Code at a duly and properly noticed public hearing on March 23, 2026, and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and has found that the proposed amendments are consistent with the goals and policies of the City's General Plan, and recommends adoption of the proposed amendments by the City Council of the City of East Palo Alto ("City Council"); and

**WHEREAS**, the City Council conducted duly and properly noticed public hearings on April 21, 2026, to consider the proposed amendments to the Development Code and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and finds and determines that the proposed amendments to the City of East Palo Alto Development Code are adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO DOES ORDAIN AS FOLLOWS:**

**SECTION 1. CHAPTER 18.10 AMENDED**

Section 18.10.040 – Site Design and Architectural Standards is hereby repealed and replaced with Objective Site and Architectural Design Standards as shown in Exhibit "A", attached hereto and incorporated herein by reference

**SECTION 2. CHAPTER 18.08 AMENDED**

Section 18.10.010 – General is hereby amended to add a definition for Apartment under "A-1" Definitions, to amend the definition of Multi-Family Dwellings under "M" Definitions, to add the definition of Rowhouse under "R" Definitions, to amend the definition of Single-Family Dwellings, Attached under "S" Definitions, and to amend the definitions of Townhouse and Two-Family Dwellings under "T" as shown in Exhibit "B", attached hereto and incorporated herein by reference.

### **SECTION 3. CHAPTER 18.96 AMENDED**

**Subsections 18.96.030.A.4 -General Provisions and 18.96.030.E.4.c** are hereby amended as shown in Exhibit “C”, attached hereto and incorporated herein by reference.

### **SECTION 4. CHAPTER 18.12 AMENDED**

**Section 18.12.020 Table 2-3 Land Use Regulations and Allowable Uses** is hereby amended as shown in Exhibit “D”, attached hereto and incorporated herein by reference.

### **SECTION 5. CHAPTER 18.10 AMENDED**

**Section 18.10.030 Development Standards** is hereby amended as shown in Exhibit “E”, attached hereto and incorporated herein by reference, to reconcile the provisions for Corner Lots as previously adopted by Council.

**Section 18.10.030 Table 2-2** is hereby amended as shown in Exhibit “F”, attached hereto and incorporated herein by reference, to align open space standards as previously adopted by Council.

**Section 18.10.030 Table 2-2 NOTES** is hereby amended as shown in Exhibit “F”, attached hereto and incorporated herein by reference, to amend Front and Side Setback Increase Over 18 Feet in Height for Single-Family Dwellings.

### **SECTION 6. CHAPTER 18.48 AMENDED**

**Subsection 18.48.180.B.3** is hereby amended as shown in Exhibit “G”, and **Subsection 18.12.020 Table 2-3** is hereby amended as shown in Exhibit “H”, both attached hereto and incorporated herein by reference to allow Refueling and Service Stations and associated uses at certain locations, and Public and Private Schools with Conditional Use Permits in all Mixed Use Zones.

### **SECTION 7. CHAPTER 18.10 AMENDED**

**Section 18.10.010 – Development Standards** is hereby amended as shown in Exhibit “I” to reduce the minimum front setback dimensions to Living Areas to 15-feet in all Residential Zones.

### **SECTION 8. CHAPTER 18.28 TREES ON PRIVATE PROPERTY AMENDED**

**Section 18.28.070 Criteria for Tree Removal** is hereby amended as shown in Exhibit “J”, attached hereto and incorporated herein by reference.

**Section 18.28.110 Enforcement** is hereby amended as shown in Exhibit “K”, attached hereto and incorporated herein by reference.

### **SECTION 9. CHAPTER 18.08 DEFINITIONS AMENDED**

**Sections 18.08.010.”H” Definitions** is hereby amended as shown in Exhibit “L”, attached hereto and incorporated herein by reference.

**Sections 18.48.110 Home Occupations (Home Businesses)** is hereby amended as shown in Exhibit “M”, attached hereto and incorporated herein by reference.

## **SECTION 10. CHAPTER 18.98 AMENDED**

**Section 18.94.050 Allowed Temporary Uses, Section 18.94.060 Application Filing and Processing, Section 18.94.070 Director Review, and 18.94.110 Post Decision Procedures** are hereby amended as shown in Exhibit “N”, attached hereto and incorporated herein by reference.

## **SECTION 11. CHAPTER 18.08 AMENDED**

**Section 18.10.010 – General** is hereby amended to add and amend definitions for Alcohol Sales (off-site-sale), Alcohol Sales (off-site-sale)-Accessory, Alcohol Sales (on-site-sale), Alcohol Sales (on-site-sale)-Incidental, Drinking Establishments, and Eating Establishment as shown in Exhibit “O”, attached hereto and incorporated herein by reference.

## **SECTION 12. CHAPTER 18.48 AMENDED**

**Subsections 18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d** are hereby amended as shown in Exhibit “P”, attached hereto and incorporated herein by reference.

## **SECTION 13. CHAPTERS 18.12, 18.14, AND 18.16 AMENDED**

**Sections 18.12.020 (Table 2-3), 18.14.020 (Table 2-5) and 18.16.020 (Table 2-7) 180.B.3** are hereby amended as shown in Exhibits “Q,” “R,” and “S” respectively, all attached hereto and incorporated herein by reference.

## **SECTION 14. CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

This Ordinance is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" that would result in a direct physical change or a reasonably foreseeable indirect physical change to the environment, pursuant to CEQA Guidelines Section 15378.

Even if it were considered a project subject to CEQA, it would be exempt under CEQA Guidelines Section 15378 (regulatory actions) and Section 15061(b)(3), as there is no possibility that the Development Code, by itself, would have a significant adverse effect on the environment.

Furthermore, in accordance with CEQA Guidelines Section 15183, projects consistent with the development density established by General Plan policies (Vista 2035), for which an Environmental Impact Report (EIR) has already been certified, do not require additional environmental review, except where necessary to evaluate whether there are project-specific significant effects that are unique to the project or its site.

## **SECTION 13. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

## **SECTION 14. EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force thirty (30) days after the date of its adoption.

**SECTION 15. PUBLICATION.**

The City Clerk is hereby directed to cause publication of this Ordinance as required by Government Code Section 36933.

**INTRODUCED** at a regular City Council meeting held April 21, 2026, and

**PASSED AND ADOPTED** at a regular City Council meeting held on \_\_\_\_\_, 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SIGNED:**

\_\_\_\_\_, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

James Colin, City Clerk

John Lê, City Attorney

**EXHIBITS**

Exhibit A-1 – Objective Site and Architectural Design Guidelines

Exhibit B – Definitions

Exhibit C – Corrections to previously approved “Exhibit K”.

Exhibit D – Corrections to Table 2-3.

Exhibit E – Development Standards on Second Curb Cuts.

Exhibit F - Table 2-2 Reconciliation of Private Open Space standards and Front and Side setback increase.

Exhibit G – Service Stations and associated uses.

Exhibit H - Table 2-3 Allowed Uses and Permit Requirements

Exhibit I - 15-foot Front and 5-foot Side Setbacks in Residential Zones

Exhibit J – Criteria for Tree Removals.

Exhibit K – Enforcement

Exhibit L – Definitions

Exhibit M – Home Businesses (Home Occupation Permits)

Exhibit N – Temporary Use Permits

Exhibit O – Definitions regarding Alcohol Sales, and Drinking and Establishments.

Exhibit P – Alcohol Sales

Exhibit Q – Corrections to Table 2-3.

Exhibit R – Corrections to Table 2-5.  
Exhibit S – Corrections to Table 2-7.

## **EXHIBIT A - 1**

### **18.10.040 - Site Design and Architectural Standards**

#### **A. Purpose.**

Site design and architectural standards are established consistent with General Plan policy to promote quality design of new residential structures and additions. The City recognizes that quality design promotes longer life of structures, improves the appearance and maintenance of neighborhoods, and increases value in the housing stock.

#### **B. Applicability.**

In addition to the standards specified as applicable to all zones and the regulations for specific land uses and activities, the following site design and architectural standards shall apply to all new residential structures and additions to existing residential structures. The design standards are organized by housing type as follows:

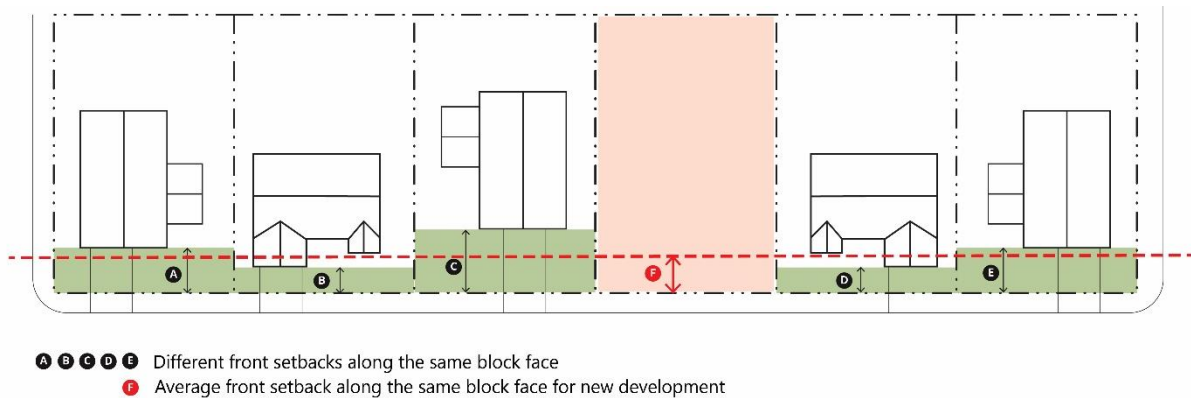
- Single-Family, Two-Family, Triplex, Fourplex and Townhouse, as defined in Chapter 18.08 (Definitions).
- Apartments and Mixed Use Buildings, as defined in Chapter 18.08 (Definitions).

#### **C. Single-Family, Two-Family, Triplex, Fourplex and Townhouse**

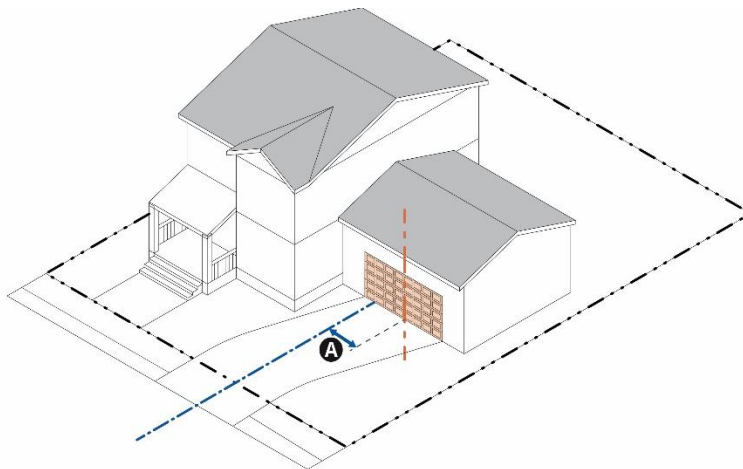
##### **1. General Site Design Standards**

- a. All new residences or residential additions shall be designed to match the prevailing front setback condition as viewed from the street and measured as an average of all front setbacks along the same block face. (Figure 1)
- b. Front entries shall include stoops and/or porches and be clearly identifiable through accentuated architectural details such as awnings, projections, or recesses. Primary unit entrances for single-family and townhouse buildings shall be visible from the street.
- c. For buildings located at the front of a lot, any horizontal offset from the center of the street curb cut and the center of the garage door opening shall be less than 4 feet, in order to maintain a horizontal alignment and reduce pedestrian conflict. (Figure 2)
- d. For townhouse and multiplex buildings, pedestrian paths shall be provided to each individual ground-floor unit entrance and to connect units to common open space areas and parking areas.

**Figure 1. FRONT SETBACK CONDITION**



**Figure 2. GARAGE DOOR ALIGNMENT**



- A Horizontal offset less than 4 feet.
 | Center of the street curb cut
 | Center of the garage door opening

## 2. General Site Design Guidelines

- a. To the maximum extent possible, orientation of structures and windows should take advantage of natural light and wind patterns for natural heating and cooling.
- b. Driveways should be placed in a manner that avoids conflict with pedestrian access from the sidewalk.

## 3. Setback Area & Landscaping Design Standards

- a. Front yard landscaping shall be provided consistent with landscaping requirements including the limitation of pavement to maximum 50% of the front yard.
- b. To the extent required by Chapter 18.28 (Trees on Private Property) of the East Palo Alto Municipal Code (EPAMC), existing mature, healthy trees shall be preserved in association with new construction, any remodeling or additions.
- c. Pervious or semi-pervious surfacing materials shall be used as needed to meet C.3. New Development and Redevelopment (stormwater and drainage) requirements for pedestrian paths and driveways. Recommendations and regulations for pervious pavement as provided in

Section 6.6 of Chapter 6 (Technical Guidance for Specific Treatment Measures) of the San Mateo Countywide Water Pollution Prevention Program (Flowstobay).

#### 4. Massing and Addition Standards

**Intent:** All new single-family, two-family, triplex, fourplex or townhouse buildings and residential additions should be designed to respect or complement the existing development pattern and massing as viewed from the street. An addition should be designed so that it appears to be part of the original structure.

- a. Residential second/third-story additions shall employ at least two of the following building modulation strategies:
  - (i) Varied roof forms, including but not limited to changes in roof height, offsets, dormers, etc.
  - (ii) Use of balconies, front porches, decks, overhangs, or covered patios.
  - (iii) Projections, offsets, and/or recesses of the building wall at least 2 feet in depth, such as bay windows.
- b. If the addition includes a large wall plane (longer than 20 feet), the plane shall be articulated with bay window extensions, trellis features, recessed doors or windows, or other architectural elements.
- c. All facades visible from a public right-of-way shall be consistent across the structure within the typical elements of the architectural style chosen.



*Varied roof forms with change in direction of roof slope, facade projections, and large bay windows.*



*Balcony and covered front porch entry.*

#### 5. Massing and Addition Guidelines

- a. The bulk and mass of new single-family residential structures and additions should match the scale of existing structures in the same residential block.
- b. Additions to residential structures should be designed and constructed to match the architectural style and building form of the structure to which they are added.
- c. All second story additions should be designed as a series of smaller building volumes as opposed to a single massive structure.
- d. The use of eaves, dormers, intersecting hips or gables, or other roof features are encouraged to add visual interest and break up the mass of the structure.

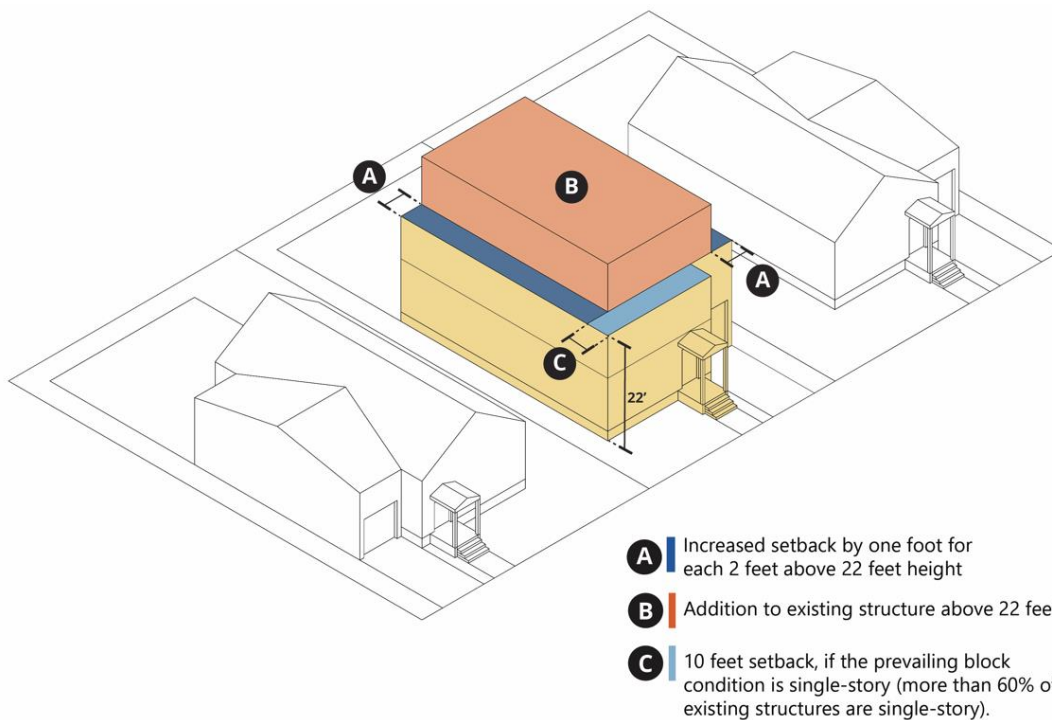
- e. All additions to existing single-family residences should be architecturally consistent with the existing residence with respect to roof pitch and tie-in, exterior materials, and colors.

## 6. Privacy Standards

**Intent:** New residences and residential additions should be designed to preserve privacy, light, and air to adjoining properties to the extent feasible.

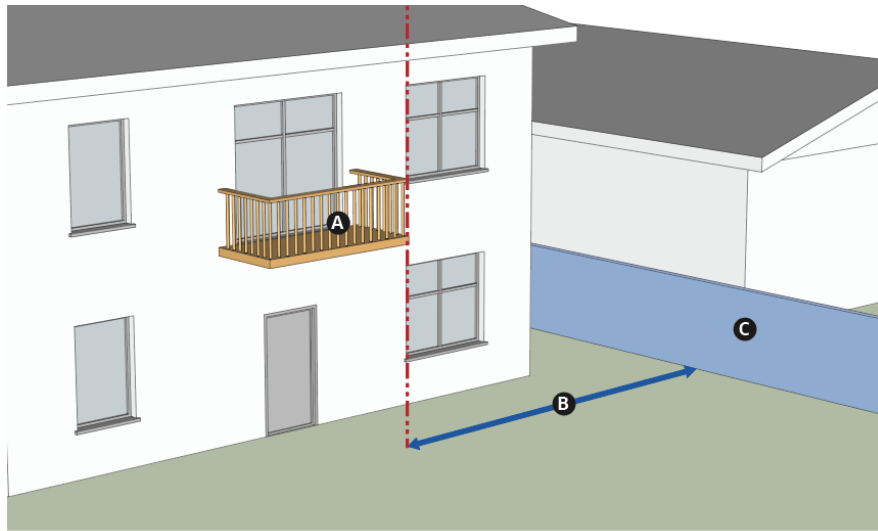
- a. Second/third story additions shall step back from the front of the dwelling (the first story) by at least ten feet if the prevailing block condition is single-story (more than 60% of existing structures are single-story).
- b. To preserve light and air for adjoining properties, where a new structure or an addition to an existing single-family structure will exceed 22 feet in height, the required setback from the side property lines of the site shall be increased by one foot for each two feet of structure height in excess of 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds 22 feet in height. (Figure 3)

**Figure 3. NEW ADDITIONS**

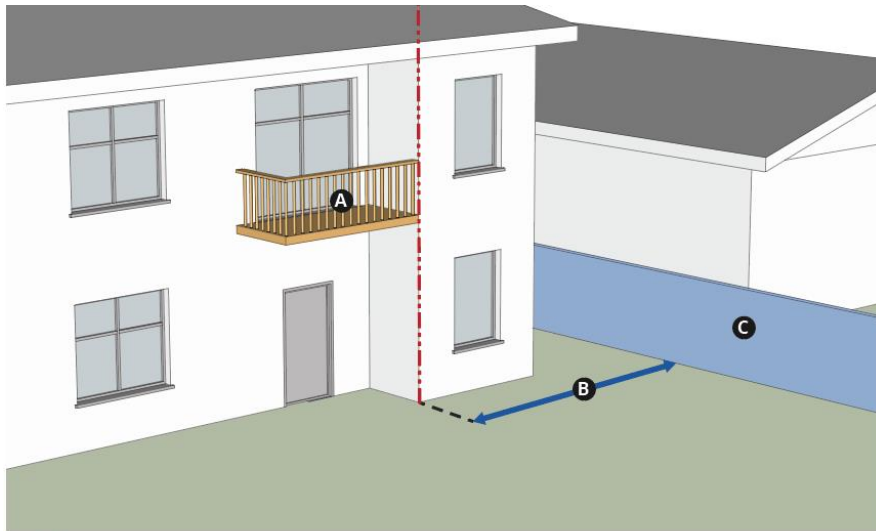


- c. Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. See Figure 4.

**Figure 4. BALCONY SETBACKS**



- A** | Balcony projecting outward from the structure
- B** | Minimum 20 feet distance from shared rear or side property line
- C** | Rear or Side property line

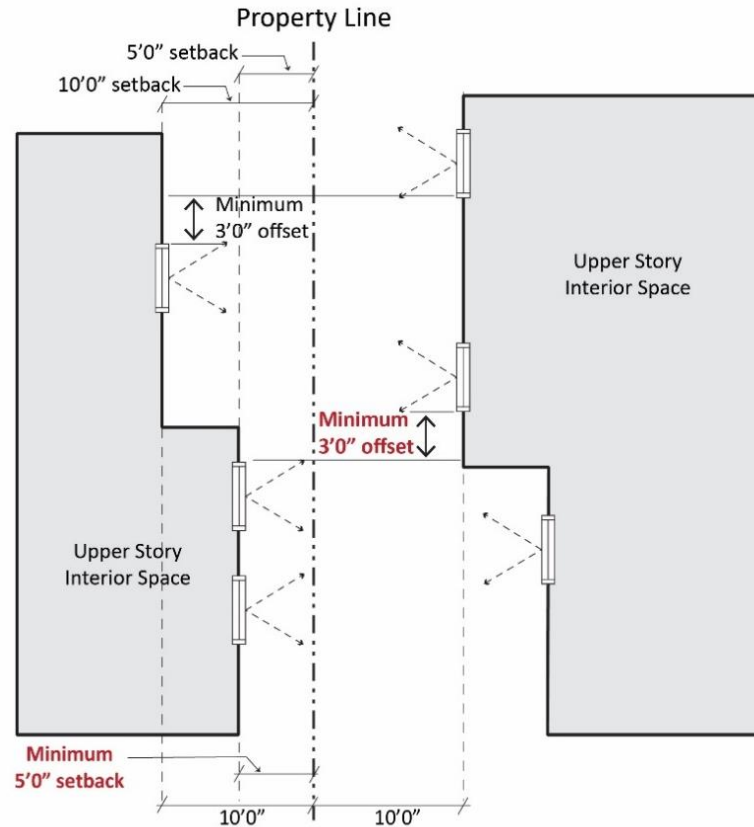


- A** | Inset balcony
- B** | Within 20 feet of shared rear or side property line
- C** | Rear or Side property line

- d. When a new structure or addition is located within 10 feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property (Figure 5):
- (i) Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy.
  - (ii) Windows on any floor to a non-habitable room such as a bathroom or closet may be excepted from this standard if both the following conditions are met:
    - a) The minimum windowsill height is six feet.

- b) The window has frosted or privacy glass.
- (iii) This standard shall be waived if there is a conflict with any Building Code requirements.

**Figure 5. WINDOW LOCATION**



- e. A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units or single-family residential zoning district boundaries (except within the required front setback). Landscaping (trees, shrubs, or hedges) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for adjacent single-family residential uses. All landscaping shall be installed in accordance with the Chapter 18.28 (Trees on Private Property), Chapter 18.10 (Residential Zones), Chapter 18.12 (Mixed Use Zones), Chapter 18.26 (Fences, Hedges and Walls), and Chapter 18.28 (Trees on Private Property) of the EPAMC, as applicable.

## 7. Architectural Design Detail Standards

### a. Materials

- (i) Materials and finishes of any additions shall match the style of the existing residential structure and shall be consistently applied to all facades.
- (ii) Buildings shall incorporate durable finish and/or accent materials, which include masonry, tile, stone, stucco, architectural grade wood, brick, and glass.
- (iii) All vents and electrical conduits shall be painted the same color as the adjacent surface.

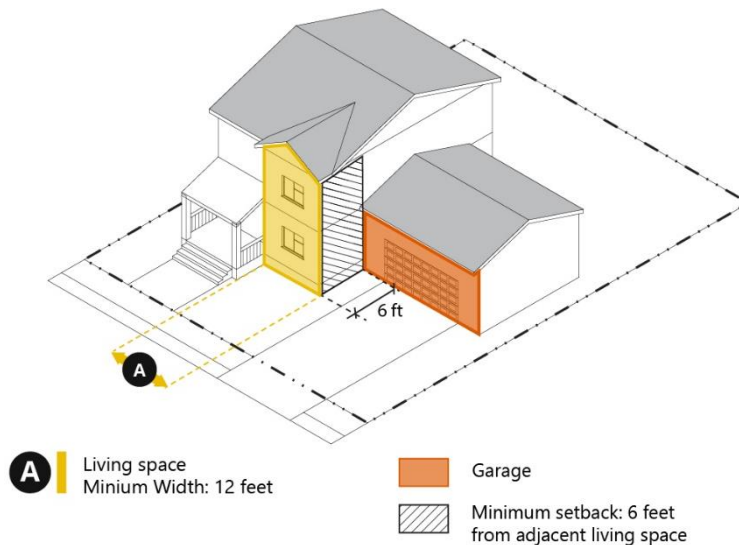
**b. Roofs**

- (i) Rooflines and roofing materials shall be compatible with the architectural style of the existing residential structure.
- (ii) Use of varying, uncoordinated rooflines and roofing materials shall be avoided.

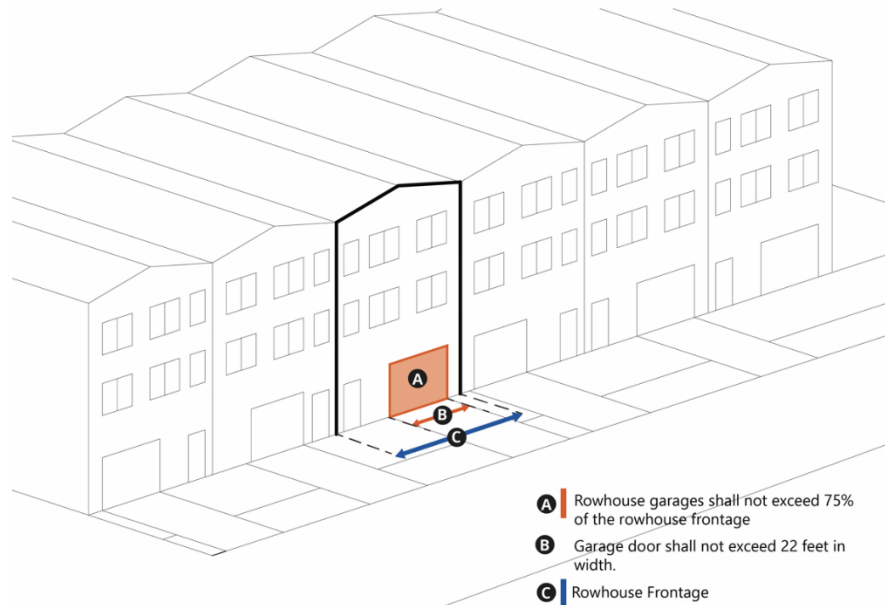
**c. Garages**

- (i) Garages that are oriented toward the street (“front-loaded”) shall have a maximum width of 22 feet and shall comprise no more than 60% of the total façade width. The garage doors shall be located at least 23-feet from the public street. Standards for townhouse garages are provided in section iii below.
- (ii) All attached or detached garages shall be set back at least six feet behind any living spaces. (Figure 6)
- (iii) Tuck-under parking for townhouses shall follow the following standards: (Figure 7)
  - a) Townhouse garages shall be accessed from an alley (or another internal road or driveway) and shall not exceed 75% of the townhouse frontage.
  - b) A garage door shall not exceed 22 feet in width.
  - c) Garage doors shall be located a minimum of 2 feet from one another.
  - d) For tuck-under parking along alleys, landscaping shall be located between garage doors and include a planting area or planter box with a minimum 12-inch length and width.

**Figure 6. ATTACHED OR DETACHED GARAGES**



**Figure 7. TUCK-UNDER PARKING**



## 8. Architectural Design Detail Guidelines

- a. If there is a predominant architectural style or consistent use of exterior materials in the residential block (with at least 60% of residences)", then the architectural style or exterior materials should be consistent with or complement the use of exterior materials in the neighborhood.
- b. Window and door design and placement should be consistent (similar to) with the overall architectural style of the structure.
- c. Roof style and pitch should be consistent with roof style and pitch in the vicinity.

## D. Apartments And Mixed Use Buildings

### 1. General Site Design Standards

- a. The main entry shall be located onto the most predominant travel way including a public street, pedestrian paseo/greenway, or publicly accessible plaza. Secondary entrances may be located on private streets or open spaces.
- b. The main entry shall be visible and easily accessible for pedestrians from the public street.
- c. Entrances to individual residential units shall be accessible from the street, internal corridors, or from common open space areas within the development.
- d. A minimum of 50% of ground floor units shall have an entry directly accessible from the closest sidewalk or pedestrian path.

### 2. General Site Design Guidelines

- a. All new structures should be designed to respect or complement the existing development pattern as viewed from the street.

- b. Multi-family buildings should generally be located and oriented as close to the front setback as possible; stoops, forecourts, public spaces, or plazas may encroach into the front setback and are excepted.
- c. Mixed-use buildings (or any building with an active frontage) should be located as close as possible to the front setback line or immediately behind a public or semi-private space, such as outdoor seating for a restaurant. Excessively large front setbacks are strongly discouraged.
- d. Mixed-use developments should not exceed a maximum block perimeter of 1,400 feet. Blocks may be broken up by private or public streets, publicly accessible service streets/fire access streets, or greenways/paseos.
- e. Mixed-use buildings should be oriented toward the street, so that they frame the pedestrian environment.
- f. Multi-family and mixed-use buildings should be arranged to create well-defined areas for plazas, green spaces, and pathways.
- g. Where feasible, the main entrance of a corner building should be located at the corner (preferably within 25 feet of the corner). When plazas/open spaces are located at a corner, the building should have direct pedestrian access off the plaza.

### 3. Site Access Standards

**Intent:** Driveways should be placed in a manner to avoid conflict with pedestrian access from the sidewalk.

- a. Driveways shall not exceed 26 feet in width (driveways serving regular truck traffic may not exceed 30 feet in width).
- b. A clear pedestrian path of travel shall be provided between the public sidewalk and the primary building entrance(s). Pedestrian paths shall be clearly delineated with pavement materials and/or markings and signage.
- c. Each project site shall be limited to one curb cut (including driveways, service streets and alleys) per 200 feet of public street frontage, unless otherwise required for emergency vehicle access. Two curb cuts are permitted for parking garage frontage. On public street frontages, curb cuts shall be located a minimum of 50 feet from street corners.

### 4. Site Access Guidelines

- a. Pedestrian access from the street and the parking lot to the main door of the structure should be designed to avoid conflict with vehicular traffic.
- b. Common (shared) driveways between adjacent uses or sites are encouraged.

### 5. Loading Standards

**Intent:** Loading areas should be designed and located to avoid conflicts with interior pedestrian and vehicular circulation, and to minimize noise and other impacts on adjacent uses.

- a. Loading and solid waste/recycling collection areas shall be centrally located so as to provide easy direct access to all residents and collection vehicles, and to minimize noise impacts on residents.

- b. Loading docks, and equipment areas shall be screened from adjacent properties and publicly accessible streets and paths with fencing or walls, and landscaping.
- c. Designated loading docks, bays, and spaces shall be located in the rear or interior side yard areas.
- d. Exception: If loading to the rear or side is not feasible on a corner lot, loading may be located on a non-primary street (“side street”) frontage if the loading dock is set back at least 50 feet from the back of curb or the property line (whichever is greater); is screened with materials that have a similar color, texture, roof style, and architectural detailing as the overall site and building design; and is screened by an opaque material/screen with a minimum height of 6 feet and maximum height of 9 feet. This requirement does not apply to private streets.

## 6. Parking Design Standards

- a. Surface parking shall be located behind any buildings. If that is not feasible, surface parking may be located beside buildings if screened from the street with low walls and landscaping. (Figure 8)
- b. Wherever possible, reciprocal access to parking areas between adjacent non-residential uses should be provided as long as each site provides its required parking, subject to the approval of the Director.
- c. Surface parking lots shall be screened from adjacent publicly accessible streets as per landscaping standards in EPAMC 13.24.430.
- d. Above grade structured parking structures facing a public street or publicly accessible open space shall have only the driveway(s) and the garage entry lobby visible, with the remaining façade length lined or wrapped with commercial or habitable uses with a minimum depth of 25 feet.
- e. On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation.
- f. In order of preference (with the highest first), structured parking garages shall face and be accessed from:
  - (i) Alleyway
  - (ii) Private Street/Internal Street
  - (iii) Public Street, Side Street
  - (iv) Public Street, Corridor or Primary Street
  - (v) Public Open Space
- g. All automated and stand-alone structured parking facilities shall submit a parking access plan that meets the following standards:
  - (i) Access control designed to accommodate peak demand without causing vehicle queuing in the public right-of-way
  - (ii) An appropriate number and location of entries and exits
  - (iii) Adequate internal circulation
  - (iv) Signage for drivers and pedestrians

- (v) On-site queuing

**Figure 8. SURFACE PARKING SCREENING**



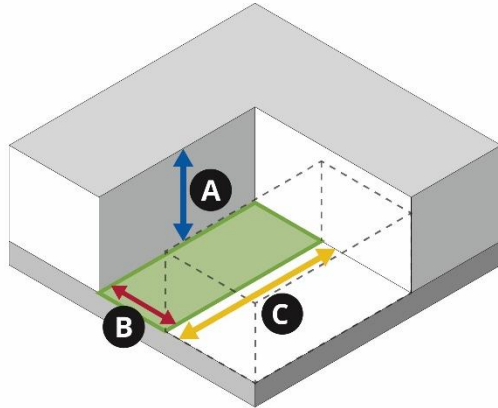
## 7. Setback Area & Landscaping Design Standards

- a. Front yard landscaping shall be provided consistent with landscaping requirements in EPAMC Sections 13.24.330, 17.06, and 18.30.090 and the City's Urban Forest Master Plan. Setbacks shall be landscaped and/or hardscaped.
- b. Existing mature, healthy trees shall be preserved in association with any remodeling or addition projects, as per the City's Tree Protection Ordinance.
- c. Pervious or semi-pervious surfacing materials shall be used for pedestrian paths and driveways.
- d. Underground parking shall not encroach under public streets or dedicated public parks and shall not be located under Public Utility Easements (PUEs). Underground parking, when fully below grade, may encroach into setbacks and below privately owned open space.
- e. Asphalt paving is not permitted in private or common usable open spaces.
- f. Setback areas in multifamily and mixed-use developments shall be landscaped according to the following standards:
  - (i) Building setbacks abutting ground floor residential uses shall be landscaped or include planter boxes for a minimum of 75% of the required setback area excluding areas for patios, porches, stoops, fire escapes, stair landings, and required walkways. For street frontage locations where the setback between the back-of-walk and building façade is 15 feet or greater, a minimum 1 tree per 40 linear feet of building frontage shall be planted within that setback area.
  - (ii) Building setbacks abutting ground floor storefront retail uses shall be landscaped and/or include planter boxes for a minimum of 25% of the setback area.
  - (iii) Building setbacks abutting other ground floor non-residential uses (other than active uses such as restaurants or retail) shall be landscaped a minimum of 60% of the setback area.

## 8. Private and Common Usable Open Space Standards

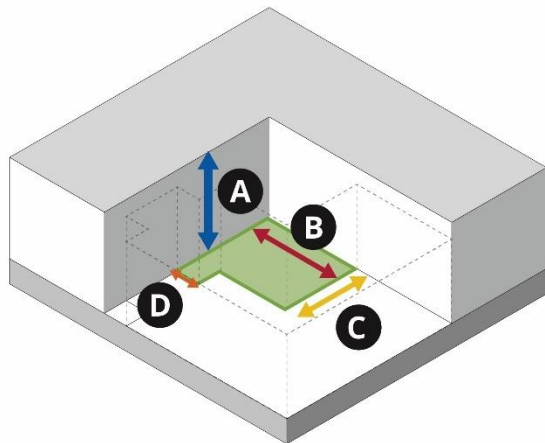
- a. **Private Open Space areas** in multi-family residential and residential mixed-use projects are intended for private use for each dwelling unit and may include balconies (covered or uncovered), private gardens, private yards, terraces, decks, and porches, among others. Private Open Space shall meet the following standards (spaces may be provided that do not meet the standards below but they may not be counted toward the required Private Open Space):
- (i) Floor to ceiling height shall have a minimum dimension of 9 feet.
  - (ii) May be covered but not fully enclosed.
  - (iii) Be directly adjacent to and accessible from the dwelling unit it serves.
  - (iv) Ground level private open space shall be screened or buffered from adjacent private or common open space and dwellings by landscaping, fencing, walls, trellises, or other screening elements.
- b. **Common Usable Open Spaces** are outdoor open spaces in multi-family residential and residential mixed-use projects that are shared and accessible only to building residents and their visitors. Common open spaces may include courtyards, gardens, play areas, outdoor dining areas, recreational amenities, and rooftop open spaces. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required Common Usable Open Space. Common Usable Open Space shall meet the following standards:
- (i) Shall be immediately adjacent to entrances, hallways, lobbies, or residential units.
  - (ii) Shall be accessible to all residents.
  - (iii) A courtyard enclosed by three sides of a building shall have a minimum open-end width that is equal to or greater than 75% of the highest height of the adjoining faces. Any dimension shall be a minimum of 20 feet wide. (Figure 9)
  - (iv) Fully enclosed courtyards shall have one minimum dimension that is equal to or greater than the highest height (up to 80 feet) of the adjoining facades. The second dimension shall be equal to or greater than 80% of the highest height of the adjoining facades. Any dimension shall be a minimum of 20-feet wide (Figure 10)
  - (v) A minimum of 60% of the open space area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.
  - (vi) A minimum of 20% of the required open space area shall be planted with trees, ground cover, and/or shrubs.
  - (vii) Shall have permanent seating.

**Figure 9. THREE-SIDE ENCLOSED COURTYARDS**



- A** | Highest height of adjoining faces       Courtyard
- B** | Minimum width  $75\% \geq \text{A}$ , up to 80 feet
- C** | Minimum 20 feet wide

**Figure 10. FULLY ENCLOSED COURTYARDS**



- A** | Highest height of adjoining faces       Fully enclosed courtyard
- B** | Minimum width  $\geq \text{A}$ , up to 80 feet
- C** | Minimum width  $80\% \geq \text{A}$ , up to 80 feet
- D** | Minimum 20 feet wide

## 9. Private and Common Usable Open Space Guidelines

- a. Open spaces and pedestrian pathways should incorporate high-quality paving materials such as stone, concrete, pavers, or brick.
- b. Internal open spaces should be designed to allow for maximum solar access and natural sunlight.

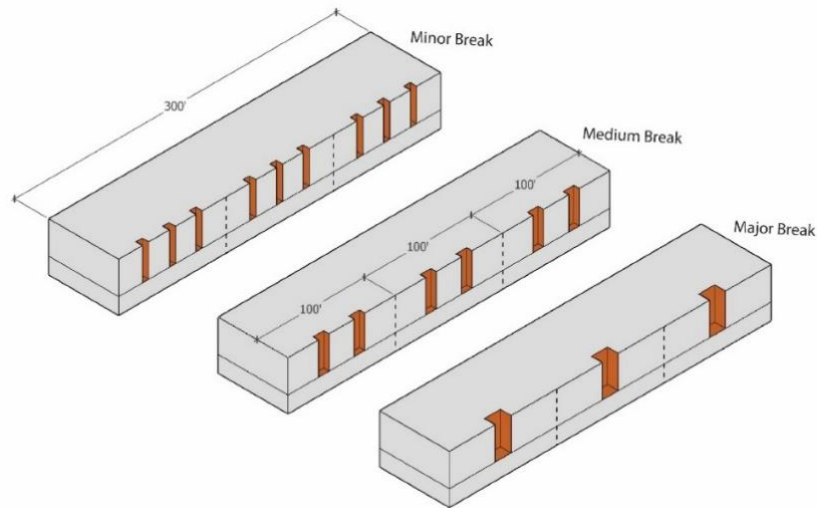
- c. For non-residential portions of mixed-use projects, employees should be provided with breakrooms and open spaces that are an adequate size and are located in areas buffered from vehicle traffic and circulation.
- d. Landscaping should be used to activate building façades; soften building contours; highlight important architectural features; screen less attractive elements; add color, texture, and visual interest; and provide shade.
- e. Plants should be chosen that are well adapted to the climate of East Palo Alto. These plants may include native or other drought resistant plants. Refer to EPAMC Section 17.06 for additional guidance.
- f. The amount of turf grass in landscaping should be minimized, and alternatives to turf should be used where practical. Consult the City's Water Conservation in Landscaping Ordinance for additional requirements.

## 10. Massing and Articulation Standards

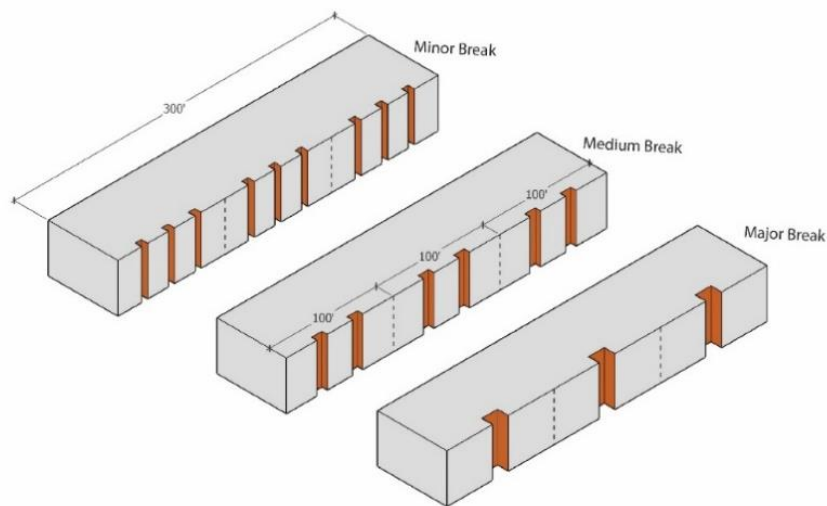
**Intent:** Structures should be designed to avoid long, monotonous, plain facades. Appropriate articulation techniques (i.e., staggered building planes, variation of facades, recessed entries) and arcades should be used to create variety and interest.

- a. Buildings shall not exceed 300 feet in length in mixed-use zones (MUL, MUC, MUH). Buildings shall not exceed 200 feet in length in R-zones (R-LD, R-MD, R-HD, R-UHD).
- b. Residential and mixed-use buildings greater than four stories in height shall reduce the massing of upper floors by a minimum of 20% of floor area for floors above the fourth (compared to the floor area of the ground floor).
- c. For buildings three stories and taller, façades above the ground floor (or second floor if mixed-use) shall incorporate "breaks;" structural or design articulations that break large expanses down into smaller parts.
  - (i) The façade planes of residential-only and mixed-use residential buildings shall not exceed 100 feet in length without a façade break. For every 100 feet, provide a minimum of one large break, two medium breaks, or three minor breaks. (Figure 11 and Figure 12)
  - (ii) The size of the breaks in the façade plane should be sized depending on overall length of the façade and the number of breaks per facade:
    - a) Large Break. If one break is provided, the break should have a minimum width of 15 feet and a minimum depth of 10 feet.
    - b) Medium Break. If two breaks are provided, each break should have a minimum width of 10 feet and a minimum depth of 5 feet.
    - c) Minor Break. If three or more breaks are provided, each break should have a minimum width of 6 feet and a minimum depth of 3 feet.
  - (iii) These breaks shall continue through the ground floor façade for residential buildings, but do not need to do so for mixed-use buildings.

**Figure 11. BREAKS FOR MIXED-USE**



**Figure 12. BREAKS FOR RESIDENTIAL ONLY**



- d. For residential and mixed-use facades, buildings shall establish a human-scaled rhythm with smaller individual building bay widths between 20 to 45 feet. This may be achieved with vertically-oriented building modulation, facade articulation, and/or repeating vertically-oriented patterns of fenestration.

## 11. Massing and Articulation Guidelines

- a. Large development projects should be designed as a complex of buildings rather than a single large structure.
- b. Generally, a unified architectural and design theme should be applied to all structures within a development.

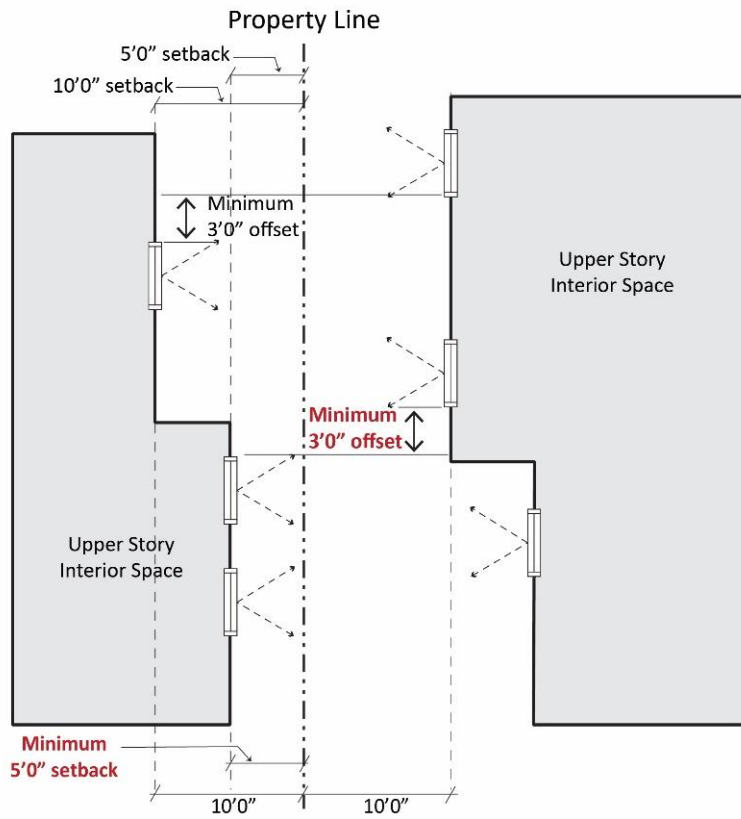
- c. Structures should be designed and articulated to avoid long, monotonous, plain facades.
- d. Buildings should be designed with the human scale in mind, incorporating overhangs, changes in wall planes and building height, vertical elements, and other architectural features to break up the bulk of a single building and provide visual interest. Buildings should be broken up into smaller masses, particularly on upper levels.
- e. Windows, doors, and other openings should be designed to help implement the massing and articulation standards above.
- f. The bulk and mass of new multifamily and mixed-use structures and additions to existing structures should be sensitive to the scale of structures in the immediate neighborhood.
- g. The scale and massing of structures should support a pedestrian-oriented ground-floor environment.

## 12. Compatibility and Transition Standards

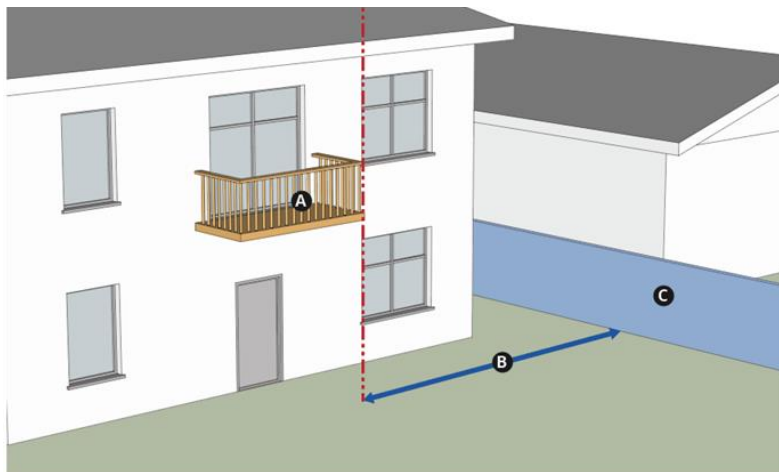
**Intent:** All new residential buildings or residential additions should be designed to respect or complement the existing development pattern and massing as viewed from the street, providing a transition when appropriate.-An addition should be designed so that it appears to be part of the original structure.

- a. Additions to existing multifamily residential structures shall be designed and constructed to match the architectural style and building form of the structure(s) to which they are added.
- b. Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units within the development. When a new structure or addition is located within 10 feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property. (Figure 13)
  - (i) Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy.
  - (ii) Windows on any floor to a non-habitable room such as a bathroom or closet may be excepted from this standard if both the following conditions are met:
    - a) The minimum windowsill height, if provided, is six feet.
    - b) The window has frosted or privacy glass.
  - (iii) Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. (Figure 14)
  - (iv) The standards (i, ii, and iii) in this section shall be waived if there is a conflict with any Building Code requirements.

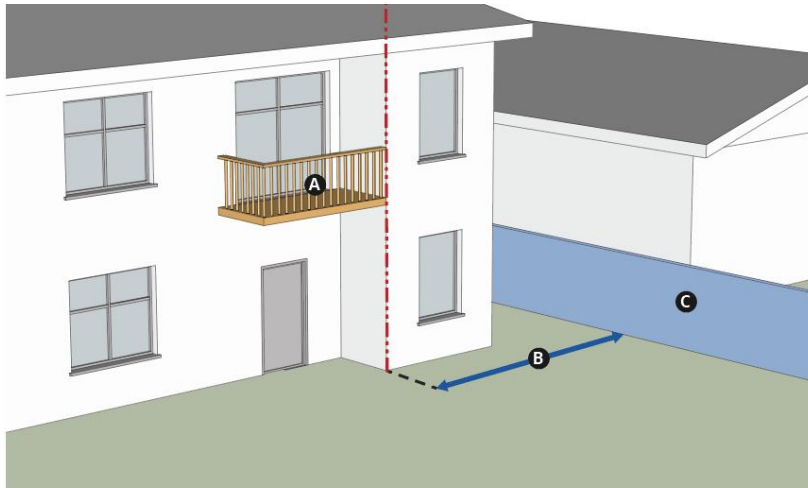
**Figure 13. WINDOW LOCATION FOR PRIVACY**



**Figure 14. BALCONY SETBACK**



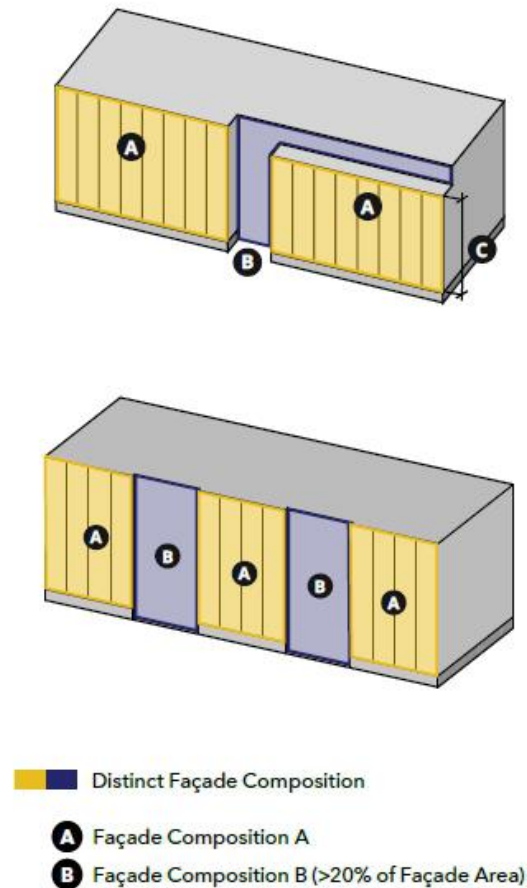
- A** Balcony projecting outward from the structure
- B** Minimum 20 feet distance from shared rear or side property line
- C** Rear or Side property line



- A** | Inset balcony
- B** | Within 20 feet of shared rear or side property line
- C** | Rear or Side property line

- c. A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units or single-family residential zoning district boundaries (except within the required front setback). Landscaping (trees, shrubs, or hedges) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for adjacent single-family residential uses. All landscaping shall be installed in accordance with the EPAMC Chapters 18.28 (Trees on Private Property), 18.10 (Residential Zones), 18.12 (Mixed Use Zones), and 18.26 (Fences, Hedges and Walls), as applicable.
- d. When a building has a rear and/or interior side property line abutting a single-family residential zoned parcel (R-LD), starting above the third floor, each subsequent floor shall be stepped back by 10 feet for every two floors.
- e. Vegetation shall be used to screen views of a new residence or residential addition.
- f. For a front or back building façade condition within the same site, building-to-building separation shall be a minimum of 45 feet for 4-story buildings or higher, a minimum of 35 feet for 3-story buildings and a minimum of 25 feet for 2-story buildings.
- g. For a side building façade condition within the same site, building-to-building separation shall be a minimum of 25 feet for 4-story buildings or higher, a minimum of 20 feet for 3-story buildings and a minimum of 15 feet for 2-story buildings.
- h. Building façades greater than 200 feet in length shall have at least two distinct façade compositions with at least two unique features of rhythm and pattern; material and color; modulation of building form; or façade articulation. Each of the compositions shall account for a minimum 20% of the total façade. (Figure 15)

**Figure 15. FAÇADE COMPOSITION**



### 13. Compatibility and Transition Guidelines

- New multi-family residential buildings and residential additions should be designed to preserve privacy, light, and air to adjoining properties to the extent feasible.
- Where the original structure has limited design quality, the addition should work to enhance the overall appearance of the site.
- Multi-family and mixed-use structures (containing both residential and commercial uses) adjacent to single-family or townhouse residential uses should incorporate sensitive transitions in scale and massing. For example, massing should be broken down using height step-backs, articulated sub-volumes, and horizontal and vertical façade articulation.

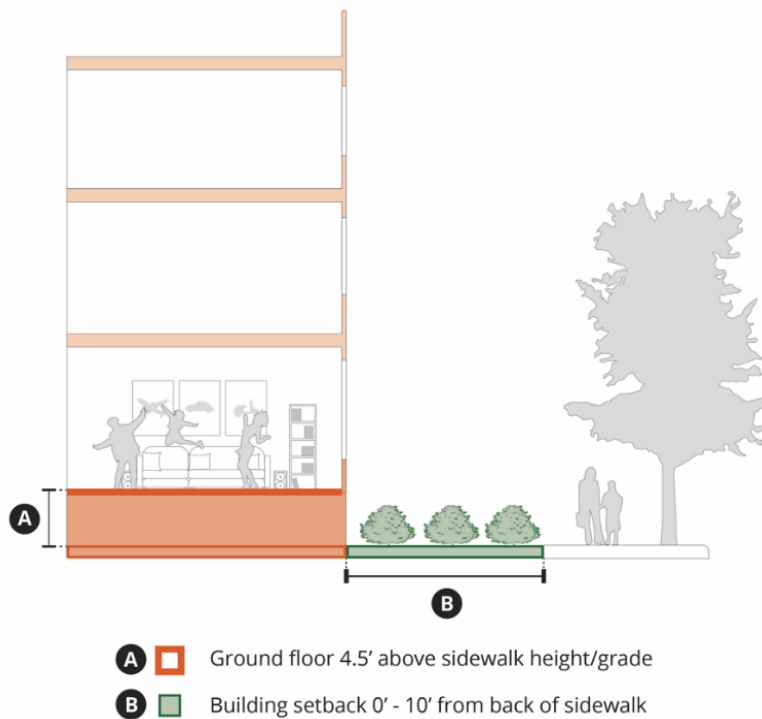
### 14. Façade Design and Activation - General Ground Floor Standards

- All ground-floor building frontages facing public streets, public open spaces, and common open spaces shall include entrances and/or windows to lobby, living, working, neighborhood commercial, or similar spaces. Frontages facing service streets, alleys, rear lot lines, or private open space are not expected to have active uses.
- Long blank walls (longer than 30 feet) without openings such as doors or windows are prohibited along facades facing public streets, public open space, or private streets with public access easements.
- Parking structures shall be wrapped with ground-floor uses along all street frontages. In lieu of ground-floor uses, murals/art and landscaping are allowed on frontages facing service streets, alleys, rear lot lines, or private open spaces.

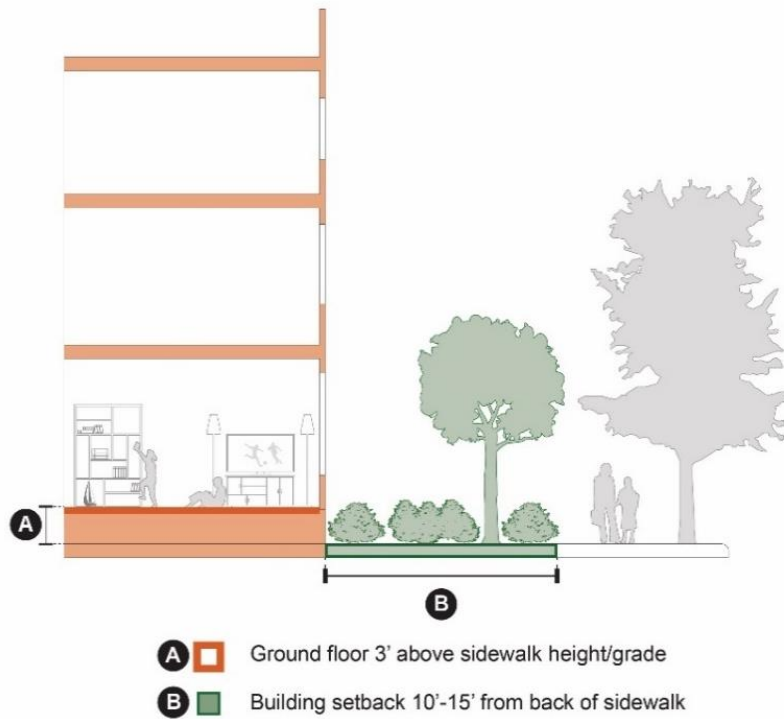
## 15. Façade Design and Activation - Residential Ground Floor Standards

- a. To provide adequate privacy for ground floor residential units in mixed-use zones, the closer the building is located to the back of sidewalk, the more elevated the ground-floor units shall be as follows:
  - (i) A building with a setback of 10 feet or less shall elevate units by at least 4.5 feet from the sidewalk level. (Figure 16)
  - (ii) A building with a setback of 10 – 15 feet shall elevate units by at least 3 feet from the sidewalk level. (Figure 17)
  - (iii) A building with a setback greater than 15 feet does not need to elevate units. (Figure 18)

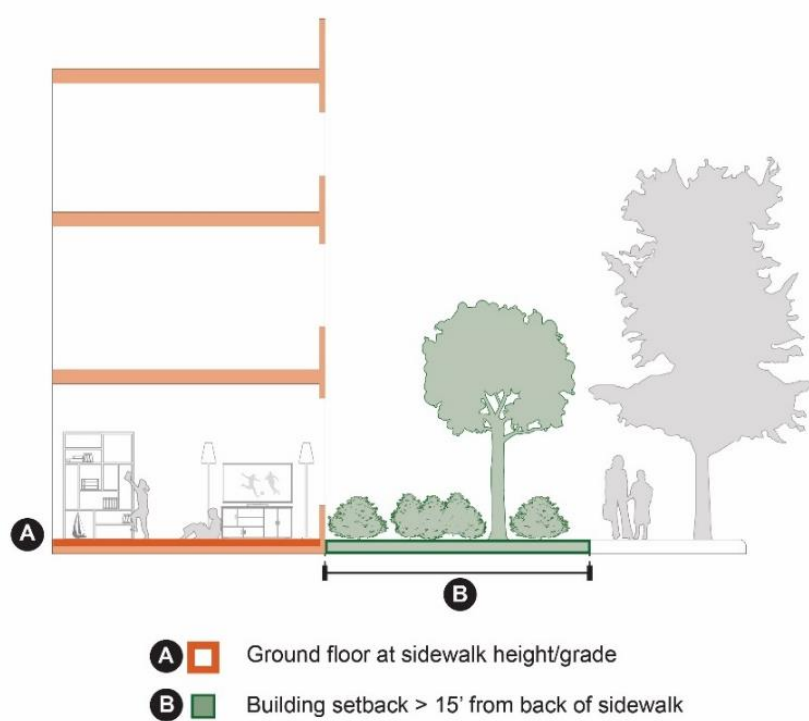
**Figure 16. GROUND FLOOR UNITS, LESS than 10 foot setback**



**Figure 17. GROUND FLOOR UNITS, 10-15 foot setback**



**Figure 18. GROUND FLOOR UNITS, more than 15 foot setback**



**16. Façade Design and Activation - Retail and Office Ground Floor Standards**

- a. Ground floor retail and commercial storefronts shall have a minimum depth of 25 feet and a minimum floor-to-floor height of 16 feet.

- b. On ground floor facades that face a public street, transparent glass windows shall be used that provide views into active interiors as follows:

**Table 1: Glazing & Transparency Standards**

Standard	Storefront	Office / Active Non-Residential
Minimum Transparency between 2 and 7.5 feet	65%	40%
Entrance Frequency	Every 50 feet on average	Every 80 feet on average

### 17. Façade Design and Activation - Upper Floor Façade Design Standards

- a. Balconies, where provided, shall utilize railing or similar materials compatible with the overall architectural style of the development.
- b. At least two treatments (architectural features, landscaping, or art elements that tie into the overall design theme) shall be applied to all facades exposed to public view.
- c. Blank end walls (without windows, porches, or balconies) shall be prohibited. Windows, balconies, or other modulation shall be provided for at least 10% of the façade area.
- d. Roof flashing, rain gutters, down spouts, vents, and other roof protrusions shall be screened from view or finished to match adjacent materials and/or colors of the structure.
- e. All facades of a building facing a street or public space shall be treated with variations in massing and articulation.

### 18. Façade Design Guidelines

- a. Building façades should be designed to have a distinct base, middle, and top.
- b. Ground-floor façades should be designed to give individual identity and visual interest to each individual establishment.
- c. Commercial frontages should be broken into similar 20- to 35-foot wide modules.
- d. Where multiple tenant spaces are incorporated into a building, individual tenant spaces should be located within distinct building bays. This can be achieved by any of the following:
  - (i) Placing a column, pier, or pilaster between façade elements.
  - (ii) Applying a vertical slot or recess between façade elements.
  - (iii) Providing variation in plane along the building wall.
  - (iv) Modulating the building wall by recessing storefront entrances or creating a niche for landscaping or for a pedestrian area.
  - (v) Varying wall materials.
- e. One or more of the following elements should be used to articulate a building façade:
  - (i) Variation in the details for the top of a building, including cornice lines, parapets, eaves, brackets, and other detailing.
  - (ii) Variation in the details for the body, or middle, of the building, including awnings, overhangs, canopies, pilasters, columns, slots, decorative lighting, and window boxes.

- (iii) Variation in the details for the base of a building, including recessed entry areas, covered outdoor areas, and alcoves.
- f. Façade details should appear integral to the architectural and structural design of the building rather than tacked onto the surface.

## 19. Architectural Design Detail Standards

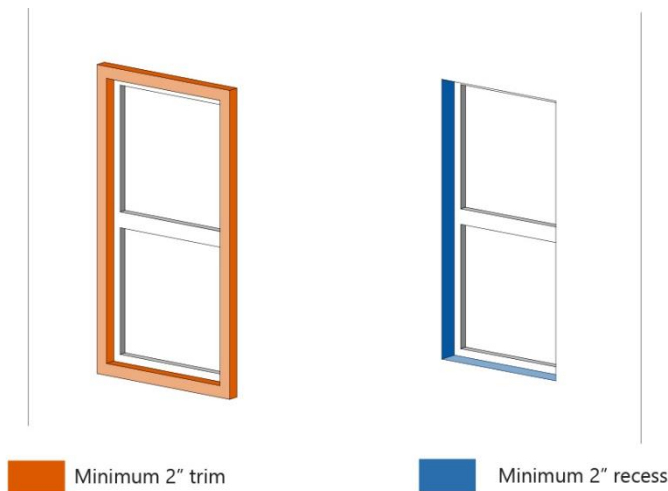
### a. Entries

- (i) The main shared entry to the multi-family or mixed-use development shall be clearly delineated and identifiable, with a massing projection or recess with a minimum depth of 2 feet.

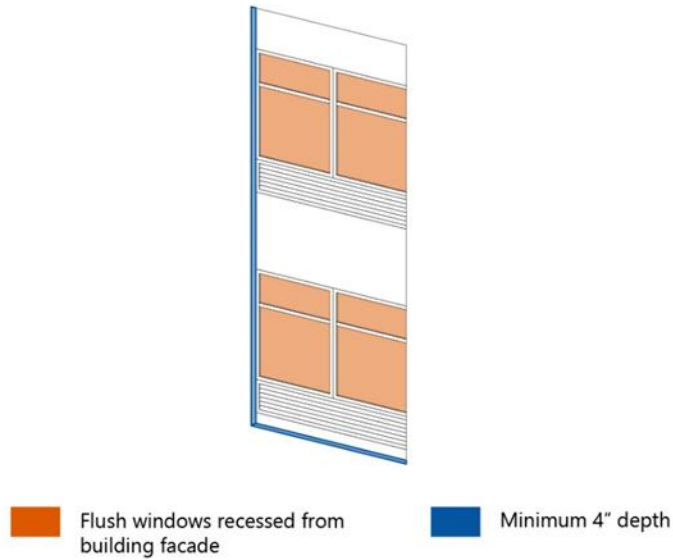
### b. Windows and Balconies

- (i) Windows facing a public right-of-way or publicly accessible open space shall be recessed a minimum of 2 inches to provide a “punched” recessed character or window trim shall be provided with a minimum of 2 inches in width and depth. (Figure 19)
- (ii) Windows that are flat or “flush” with the façade are prohibited unless applied to a portion of a building that is part of a recessed façade modulation that is recessed at least 4 inches. (Figure 20)

**Figure 19. WINDOW DESIGN**



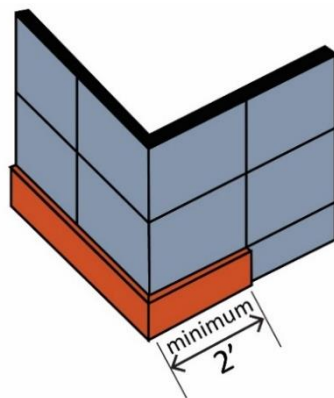
**Figure 20. WINDOWS IN RECESSED FAÇADE MODULATIONS**



**c. Materials**

- (i) At least two materials shall be used on any building frontage, in addition to glazing and railings.
- (ii) Materials and finishes shall be consistently applied to all facades; the same general materials shall be used on all structures/facades within a given development project.
- (iii) Plywood, vinyl, T1-11, plastic (and plastic laminate), and fiberglass shall be prohibited as siding materials.
- (iv) Materials shall continue around corners for at least two feet. (Figure 21)
- (v) Vinyl and plastic awnings are prohibited.

**Figure 21. MATERIAL CORNER TREATMENT**



**REQUIRED**  
Continue material around corner  
for a minimum of 2 feet

#### **d. Roofs**

- (i) Roof style and pitch shall be consistent with the style and pitch of other roofs within the development (i.e., complimentary to the overall style of the project).
- (ii) Additions to existing structures shall be designed to match the roofline, style, and colors of the original structure.

#### **e. Roof-Mounted Equipment/Amenities**

- (i) All rooftop equipment shall either be:
  - a) Set back from the parapet or roof edge at a ratio of at least 1:1.15 (the height of equipment closest to the edge compared to its distance from the edge), and no less than 5 feet from edge regardless of height.
  - b) Screened with parapet walls or other architectural features such that the equipment is not visible from any point below the roof level. Screening more than 10 feet in height (that is flush with the building façade) shall be counted towards the maximum height.
- (ii) All roof-mounted mechanical, electrical, and external communication equipment, such as satellite dishes and microwave towers, shall be screened from public view (with materials similar to or compatible with the rest of the structure) or architecturally integrated into the building.
- (iii) Roof-mounted equipment greater in height than the parapet wall shall be screened to a height equal to the height of the equipment such that it is not visible from any point at or below the roof level of the subject building.
- (iv) Mechanical equipment that is less than two feet in height, solar panels, wind generators, or green roof features shall be exempt from these requirements.
- (v) Trellises, pergolas, or other amenity uses of the rooftop are limited to 20% of the total rooftop area (and each individual element may not exceed 400 square feet), must be set back by at least 10 feet from the roof edge, and may exceed the maximum building height by no more than 15 feet.

## **20. Architectural Design Detail Guidelines**

### **a. Doors and Windows**

- (i) Main building entrances should be oriented toward the sidewalk and include architectural features that give them prominence. Treatments such as a change in height or a distinctive corner material are recommended.
- (ii) Façade openings and windows should be vertically proportioned, with a greater height than width.
- (iii) Upper-floor windows should be enhanced with architectural details such as sills, molded surrounds, and lintels.
- (iv) Window and balcony placement should be sensitive to the existing arrangement of windows and outdoor living spaces on adjoining properties.

### **b. Colors and Materials**

- (i) Projects should avoid the use of simulated materials.

- (ii) Exterior materials used should be consistent with or compliment the use of exterior materials in the neighborhood.
- (iii) The colors and materials used on the exterior of a building should adhere to an appropriately varied palette.
- (iv) Changes in color or materials should be used to differentiate between different components of a building, utilizing both primary and secondary materials.
- (v) Any accent materials should be used on all visible façades of the building, not only the front façade.

## EXHIBIT B - Definitions

	<b>Staff Recommendations</b>
§18.08.010 – General	<p><b>“A” Definitions</b></p> <p><b><u>Apartment.</u></b> <u>An apartment, sometimes called flat, is a self-contained residential unit within a larger building containing five or more units. Each unit includes private amenities such as a kitchen, bathroom, and sleeping area, and may be rented or owned.-Common facilities like laundry rooms, gyms, parking, and recreational areas are generally provided for residents.-Apartments are often accessed through shared hallways and structurally share such elements as walls, floors, roofs, and common areas like staircases and elevators.</u></p>
	<p><b>“M” Definitions</b></p> <p><b>Multiple-Family Dwellings.</b> A structure or development, <u>on a single lot,</u> containing three or more dwelling units, each of which is for occupancy by one or more persons as a single housekeeping unit. <del>(includes: They include:</del> triplexes, <del>(structures under one ownership with</del> three dwelling units in the same structure), fourplexes <del>(structures under one ownership with</del> four dwelling units in the same structure), and apartments (five or more units <del>under one ownership</del> in a single structure or complex); and <del>common ownership,</del> attached unit projects <u>including / condominiums with common driveways and amenities.</u> Also includes factory-built, modular housing units and mobile homes/manufactured housing units when placed on permanent foundation systems. Does not include duplexes.</p>
	<p><b>“R” Definitions</b></p> <p><b><u>Rowhouse.</u></b> <u>A single-family attached dwelling which is attached to another dwelling, excluding accessory dwellings, and designed for or used exclusively for residential purposes of one family. Each dwelling is separately owned, located on a discrete parcel, and is attached to similar structures along a single parcel line in a linear arrangement and separated vertically by party walls. Each dwelling unit has a totally exposed front and rear wall used for direct ground-level access to the outdoors.</u></p>
	<p><b>“S” Definitions</b></p> <p><b>Single-Family Dwellings.</b> A structure containing one dwelling unit located on a single parcel for occupancy by one housekeeping unit. Also includes factory-built, modular housing units, and mobile homes/manufactured housing when placed on permanent foundation systems.</p> <p><b>Single-Family Dwellings, Attached.</b> A dwelling attached to another dwelling, excluding accessory dwellings. Each dwelling is separately owned, located on a discrete parcel, and is joined to another dwelling along a single parcel line. Each dwelling is totally separated from the other by an unpierced wall extending from ground to roof. <u>They include two units (duets or semi-detached homes) or three or more attached dwelling units, with each unit on a discrete parcel...</u></p> <p><b>Single-Family Dwellings, Detached.</b> A dwelling not attached to another dwelling, excluding an accessory dwelling unit. The dwelling is owned in fee and is located on an individual parcel.</p>
	<p><b>“T” Definitions</b></p> <p><b>Townhouse.</b> A structure designed for or used exclusively for residential purposes of one family. The structure is attached to similar structures in a linear arrangement and separated vertically by party walls. Each dwelling unit has a totally exposed front and rear wall used for direct ground-level access to the</p>

	outdoors. <u>Each townhouse could be located on a separate parcel or be part of a multi-family development.</u>
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**EXHIBIT C**

Corrections to Exhibit K adopted by City Council on March 18, 2025  
 Add missing text to Subsection 18.96.030.E.4.c

§18.96.030. <del>AE</del> .4 – General Provisions	Except as otherwise provided in this chapter, an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) that meets all of the following specified development standards shall be approved by the City:  4. Multiple detached ADUs, not to exceed: a. Eight detached accessory dwelling units on a lot with an existing multi-family dwelling. However, the number of accessory dwelling units shall not exceed the number of existing units on the lot. b. Two detached accessory dwelling units on a lot with a proposed multi-family dwelling. c. The <u>ADUs must not exceed the</u> allowed height in Subsection 18.96.050.C and must have a minimum rear and side setbacks of four feet. If the existing multifamily dwelling has a rear or side setback of less than four feet, the existing multifamily dwelling will not be required to be modified to meet this setback.
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**EXHIBIT D**

Corrections to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Two-Family Dwellings – Attached Only and Home Businesses.

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Residential Uses</b>				
Two-Family Dwellings - Attached Only				
Located on 1 <sup>st</sup> floor	<u>CUP-P</u>	CUP	CUP	
Located above 1 <sup>st</sup> floor	P	P	P	
Transitional Housing	—	—	—	
Home Businesses	HBP	HBP	HBP	Section 18.48. <del>400-110</del>
Live-work Units	CUP	CUP	CUP	Not allowed on 1st floor

**EXHIBIT E - Development Standards**

	Staff Recommendations
§18.10.030 – Development Standards	
<p>E. <b>Second Curb Cuts Prohibited.</b> Except for projects with parking areas originally designed with more than one curb cut for ingress and egress <u>or as set provided for herein</u>, second curb cuts are <u>generally</u> not allowed. <u>Accordingly, single-family homes are restricted to one curb cut, except for corner lots with Accessory Dwelling Units (ADUs) on corner lots under certain conditions, including where a second driveway may be allowed as long as it is proposed at least 25-feet away from the point of intersection of the two property lines fronting the parcel and from any other driveway. Second driveways shall incorporate permeable pavers that minimize runoff.</u></p>	

**EXHIBIT F - Development Standards**

Development Feature (minimum unless otherwise indicated)	R-LD	R-MD	R-HD	R-UHD	Additional Requirements
<b>Setbacks</b> <sup>1 and 2</sup>					
<b>Rear</b> 1 <sup>st</sup> Story 2 <sup>nd</sup> Story (see footnote 1 for structures above 18 feet)	10 ft. 10 ft.	20 ft. 30 ft.	20 ft.	20 ft.	R-LD zone: The 10-foot rear setback requires a minimum of <del>750</del> <b>700</b> sq. ft. of usable rear yard area; if not, development is not allowed.
<b>Open Space</b> - Minimum sq. ft. of open space required for each dwelling unit. All open space areas shall be landscaped in compliance with Chapter 18.28					
	700 sq. ft. in rear of property, usable and open, no permanent hardscape. <u>Or 500 sq ft or 50% of the existing rear yard, whichever is less restrictive</u>				

	with ADUs. <sup>1</sup>				
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**NOTES:**

1. **Front and Side Setback Increase Over 18 22 Feet in Height For Single-Family Dwellings.** Where a new structure or an addition to an existing single-family structure will exceed 18 22 feet in height, the required setback from the ~~front and~~ side property lines of the site shall be increased by one foot for each two feet of structure height in excess of 18 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds 18 22 feet in height. ~~Up to 50 percent of the proposed structure can utilize the single-story side setback for a structure; provided that the area where the addition will occur will not reduce air, light, and privacy to adjoining properties. The Commission, as part of the Design Review process, may allow more than 50 percent of the proposed structure to utilize the single-story setback if the proposal exhibits exceptional design.~~

**EXHIBIT G – Service Stations**

§18.48.180

	Staff Recommendations
§18.48.180 – Service Stations	
	<p><b>A. Applicability.</b> The provisions in this section apply to all vehicle service stations where allowed.</p> <p><b>B. Standards.</b> A vehicle service station use shall comply with the regulations and restrictions applicable to the zone in which it is located and all of the following:</p> <ol style="list-style-type: none"> <li><b>Parcel size.</b> The minimum parcel size shall be 16,000 square feet.</li> <li><b>Minimum street frontage.</b> The minimum street frontage shall be 120 feet. If located on a corner, at least one street frontage shall measure at least 120 feet.</li> <li><b>Allowed uses.</b> Service Stations shall be allowed by Conditional Use Permit only in mixed-use zones along University Avenue between Donohoe Street and Bell Street <u>and at the intersection of E. Bayshore Road and Pulgas Avenue</u>. The primary use of a service station shall be the dispensing of motor fuels, lubricants, vehicle recharging, and the exchange of motor vehicle parts in kind. <del>Limited / Incidental</del> vehicle/equipment repair shall be limited to the hours of 7:00 a.m. to 7:00 p.m., daily. Such repair / service include air conditioning service, carburetor and fuel injection service, electrical service, radiator service, tune-up, lube, oil change, and smog check, as well as tires, batteries and accessories installation.</li> </ol>

**EXHIBIT H – Land Use Regulations and Allowable Uses**

§18.12.020

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88)

<sup>1</sup> Previously adopted by City Council (ZTA23-001) on February 6, 2024

	AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	<b>MUC</b>	<b>MUL</b>	<b>MUH</b>	<b>Specific Use Regulations</b>
<b>Recreation, Education, and Public Assembly Uses</b>				
Schools, Public and Private	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
<b>Vehicle Rental, Sale and Service Uses</b>				
Vehicle/Equipment Rentals				
Vehicle Washing	—	—	—	
Refueling/Service Stations (only on University Avenue between Donohoe Street and Bell Street <u>and the intersection of E. Bayshore Road and Pulgas Avenue</u> )	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	Section 18.48.180.B.3 • <u>No incidental repair/service</u>

**EXHIBIT I – 15-foot Front and 5-foot Side Setbacks in Residential Zones**  
§18.10.030

Development Feature (minimum unless otherwise indicated)	R-LD	R-MD	R-HD	R-UHD	Additional Requirements
<b>Setbacks</b> <sup>1 and 2</sup>					
<b>Front</b>					
Living Area	10 ft.	<del>20</del> <u>15</u> ft.	15 ft.	<del>20</del> <u>15</u> ft.	
Garage Face	23 ft.				
<b>Corner Vision Triangle</b>	12 ft.	12 ft.	12 ft.	12 ft.	
<b>Side/Street Side</b>	5 ft.	<del>40</del> <u>5</u> ft.	<del>40</del> <u>5</u> ft./15 ft.	<del>40</del> <u>5</u> ft./15 ft.	

**EXHIBIT J – Criteria for Tree Removal**

	Staff Recommendations
§18.28.070 – Criteria for Tree Removal	
<p>A Protected Tree may be removed under the following circumstances:</p> <p>E. Removal is requested by a utility, public transportation agency, or other governmental agency due to a health or safety risk resulting from the tree's interference with existing or planned public infrastructure and preservation of the tree would add unreasonable cost to the project. <u>Based on such a request, a Tree Removal Permit may be processed without requiring the submittal of an Arborist Report.</u></p>	

**EXHIBIT K – Enforcement**

	Staff Recommendations
§18.28.110 – Enforcement	
<p>A. <b>Violations.</b> Violation of a provision contained in this chapter is unlawful and a public nuisance. The Director may serve notice upon any person violating any provision of this chapter. Violators shall be subject to the provisions set forth in Chapter <del>4.148</del> <u>18.118 - Enforcement</u>.</p>	

**EXHIBIT L - Definitions**

§18.08.010

	Staff Recommendations
§18.08.010 – General	<p>“H” Definitions</p> <p>An accessory use of a <u>dwelling residential parcel</u>, conducted entirely within the <u>dwelling parcel</u>, and carried on by one or more persons, all of whom reside <u>in on</u> the <u>dwelling parcel</u>, and where no persons are employed other than domestic help and where the use is clearly incidental and secondary to the use of the <u>dwelling parcel</u> for residential purposes and does not change the character or adversely affect the uses allowed in the residential zone of which it is a part.</p>

**EXHIBIT M – Home Businesses (Home Occupation Permit)**

§18.48.110

	Staff Recommendations
§18.48.110 – Home Businesses (Home Occupation Permit)	
<p>C. <b>Standards.</b> Home businesses are subject to the requirements of the base residential or mixed use zone where located, any conditions imposed on the Home Occupation Permit and all of the following standards:</p> <ol style="list-style-type: none"> <li>1. A home business shall be conducted as an accessory use of a dwelling unit, conducted entirely within the dwelling unit <u>or an accessory structure</u>, and carried on by one or more persons, all of whom reside in the dwelling unit, and where no persons are employed other than domestic help;</li> <li>2. A home business shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character of the dwelling <u>or accessory structure</u> or adversely affect the uses allowed in the residential or mixed use zone;</li> <li>3. The home business shall be operated in a manner so as to not cause a nuisance (e.g., noise, vibrations, dust, odors, glare, debris, smoke, television or radio interference, heat, radiation, or other nuisances) detectable outside the dwelling <u>or accessory structure</u> or through common walls of an attached dwelling;</li> <li>4. The appearance of the dwelling or any accessory structure shall not be altered so that the dwelling may be recognized as serving a nonresidential use (either by color, construction, dust,</li> </ol>	

materials, odors, lighting, noise, signs, sounds, vibrations, etc. or that disturbs the peace). The existence of a home business shall not be apparent beyond the boundaries of the subject site;

5. There shall be no signs allowed other than the address for the main dwelling. No exterior signage shall identify the business. There shall be no other advertising using the home address, with the exception of advertising in the telephone directory or via the Internet. All advertising shall clearly state "by appointment only" if the residential address is used;
6. No more than 25 percent of the gross floor area of one floor of the residence or one room, whichever is less, shall be used for the purpose of home business. Use of space in a garage shall be preceded by approval of a planning permit allowing the garage conversion; ~~or accessory structure is prohibited;~~
7. The use shall not involve the storage of hazardous, flammable, or combustible liquids or materials, other than those customarily found in or of greater intensity and/or duration of those customarily associated with a residence;
8. Customers of the home business are allowed at the residence only between the hours of 9:00 a.m. and 8:00 p.m.;
9. ~~The entrance to the space devoted to the home business shall be from within the primary dwelling unit and there shall be no internal or external alterations to the existing dwelling that would provide an entrance other than the same of the entire dwelling unit;~~
10. The home business shall be restricted to the interior of the dwelling unit or accessory structure and shall not take place on external areas of the subject property; ~~the dwelling's garage, or in any accessory structure;~~
11. No more than 50 cubic feet of storage shall be devoted to the storage of inventory or products in any part of the dwelling or accessory structure. ~~There shall be no storage of equipment or supplies within an accessory structure.~~ Outdoor storage of any items related to the home business is prohibited;
12. No persons other than residents of the dwelling or domestic help shall work or report to work on the premises;

**F. Findings for a Home Occupation Permit.**

- ~~3. No business license shall be issued for a home business and no use shall be established as a home business for five business days after a Home Occupation Permit has been approved or while an appeal is pending.~~

**G. Permit Limitations.**

3. A new Home Occupation Permit and business license, whether for the same or a different home occupation conducted by a new resident, shall be obtained before ~~conducting an allowed operating a permitted~~ home business. Therefore, a Home Occupation Permit "does not run with the land."
4. A change in the type of home business activity conducted by the resident requires a new Home Occupation Permit and business license.

**EXHIBIT N - Temporary Use Permits**

Chapter 18.94

	<b>Staff Recommendations</b>
§18.94.050 – Allowed Temporary Uses	The following temporary uses are allowed on private property, subject to the issuance of a Temporary Use Permit, and only when conducted in

	<p>compliance with the specified time limits and conditions of approval. <u>To issue a <del>No Minor</del> Temporary Use Permit <del>shall be issued</del> if another temporary use has occurred on the subject property within the previous 30 days (whether by the same applicant or otherwise) <del>notice should be given to surrounding property owners followed by a hearing:</del></u></p> <p><b>B. Allowed Temporary Uses.</b></p> <ol style="list-style-type: none"> <li>1. <u>Amusement rides, arts and crafts exhibits, auctions, carnivals, circuses, concerts, fairs, farmer's markets, festivals, flea markets, food markets/events, outdoor entertainment/sporting events, petting zoos, rodeos, rummage sales (not garage or yard sales), and swap meets limited to <del>six</del> 14 consecutive days or less within any 30-day period, or <del>six</del> seven two-day weekends, within a 12-month period. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended.</u></li> <li>2. <u>Outdoor display and sale events conducted by a retail business, including auto dealerships, holding a valid business license, issued in compliance with Municipal Code Chapter 5.04 may be allowed a maximum of six outdoor sale events (excluding City-sponsored activities) in a year. An outdoor sale event shall be no longer than seven consecutive days in duration. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended.</u></li> <li>5. <u>Major Temporary uses on the same lot shall be separated by at least 30 days. Additional time shall be added in between Major Temporary Use Permits at the discretion of the Director.</u></li> </ol>
<p>§18.94.060 – Application Filing and Processing</p>	<p><b>B. Types of Temporary Use Permits.</b></p> <ol style="list-style-type: none"> <li>1. <u>Minor Temporary Use Permit. Permit for use lasting <del>from one to six</del> no more than 30 days. The days may be consecutive.</u></li> <li>2. <del><u>Administrative Temporary Use Permit. Permit for use lasting from seven to 30 days. The days may be consecutive.</u></del></li> <li>3. <u>Major Temporary Use Permit. Permit for use lasting from 31 to 365 days. The days may be consecutive.</u></li> </ol>
<p>§18.94.070 – Director Review</p>	<p><b>A. Director Action.</b> The Director may take action on a <u>Temporary Use Permit for a temporary use operated in compliance with conditions of approval as follows:</u></p> <ol style="list-style-type: none"> <li>1. <u>A Minor Temporary Use Permit may be approved administratively without notice or hearing.</u></li> <li>2. <del><u>An Administrative Temporary Use Permit may be approved administratively by the Director, with notice provided to abutting property owners.</u></del></li> <li>3. <u>A Major Temporary Use Permit may be approved after notice and hearing to adjacent property owners by the</u></li> </ol>

	<u>Director. The Director may defer action and refer the application to the Commission for review and final decision.</u>
§18.94.110 – Post Decision Procedures	The procedures and requirements related to permit implementation and to appeals ( <u>Major Temporary Use Permits only</u> ) and revocation apply following the decision on a Temporary Use Permit application.

**EXHIBIT O – Definitions**  
Chapter 18.08

	<b>Staff Recommendations</b>
§18.08.010 – General	<p>“A” Definitions</p> <p><b>Alcohol Sales.</b></p> <p><b>Alcohol Sales (off-site-sale).</b> Any establishment, <u>such as a liquor store or convenience market</u>, that sells, serves, or gives away alcoholic beverages <u>in unopened containers</u> for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store). The establishment shall include any immediately adjacent area owned, leased, rented, or controlled by the licensee. Does not include an establishment selling alcoholic beverages as an accessory line of merchandise.</p> <p><u><b>Alcohol Sales (off-site-sale), Accessory.</b> Any establishment that sells, serves, or gives away alcoholic beverages for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store), where the sale of alcoholic beverages is accessory to the retail sale of goods and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets.</u></p> <p><b>Alcohol Sales (on-site-sale).</b> An establishment, <u>such as a bar, tavern, or other drinking establishment</u>, that has all of the following characteristics:</p> <ol style="list-style-type: none"> <li>1. <u>Alcoholic beverages will be or are sold, served, or given away for consumption on the premises where sold, served, or given away; and</u></li> <li>2. <u>The establishment is applying for or has obtained an appropriate ABC License such as ABC License Type 48.;</u> <u>and</u></li> </ol>

	<p><del>3. The sale of alcoholic beverages is accessory to the retail sale of food products and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets.</del></p> <p><b>Alcohol Sales (on-site-sale), Incidental.</b> <u>An establishment which sells, serves, or gives away alcoholic beverages, as an incidental or ancillary activity, for consumption with a meal at a bona fide public eating establishment where the operator is applying for or has obtained an ABC License Type 47.</u></p>
	<p>“E” Definitions</p> <p><b>Bar, Lounge, and Nightclub / <u>Drinking Establishment.</u></b> An establishment selling or serving alcoholic beverages for consumption on the premises and holding or applying for a public premises license from the California State Department of Alcoholic Beverage Control (ABC). Persons under 21 years of age are not allowed to enter and remain on the premises. The establishment includes any immediately adjacent area that is owned, leased, rented, or controlled by the licensee.</p> <p><b><u>Eating Establishment.</u></b> <u>A bona fide public eating place is a location that is regularly used for the serving of meals to guests for compensation and has suitable kitchen facilities. It must maintain a sanitary condition and comply with local health regulations. The establishment must provide an assortment of foods commonly ordered at various hours of the day, and guests must order and obtain a meal at the establishment during regular meal hours.</u></p>

**EXHIBIT P - Alcohol Sales**  
Chapter 18.48

	<b>Staff Recommendations</b>
§18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d	<p>A. <b>Applicability.</b> The provisions in this section apply to all alcohol sales uses whether for on-site (<u>bars, nightclubs, and establishments where consumption of alcoholic beverages is the primary use, but excluding incidental sale of beer and wine at bona fide public eating establishments</u>) or off-site consumption where allowed in compliance with all of the following standards.</p> <p>D. <b>Conditions of approval.</b> The Review Authority may impose conditions upon the issuance of the permit it deems appropriate, necessary, and reasonable, under the circumstances, including, but not limited to, the following:</p>

	<ol style="list-style-type: none"> <li>1. Approve the <del>initial</del> permit <del>for a period not to exceed three years,</del> with annual reviews <u>required for the first two years</u>;</li> <li>2. Limitation upon the hours of the day during which alcoholic beverages can be sold;</li> <li>3. Requirement for special trash collection service; and/or</li> <li>4. Requirement for special security arrangements; provided however, the cost shall not impose an unreasonable economic hardship upon the proprietor of the establishment.</li> </ol> <p>E. <b>Determinations of Public Convenience or Necessity (PCN).</b>  Determinations within the jurisdiction of the Council in compliance with Section 23958.4 of the Business and Professions Code as to whether the public convenience or necessity (PCN) would be served by the issuance of an ABC license are delegated to the Commission.</p> <ol style="list-style-type: none"> <li>1. <b>Application and hearing.</b> The Commission shall conduct a public hearing upon an application for a determination of public convenience or necessity. The Commission shall consider all of the following: <ol style="list-style-type: none"> <li>d. To what extent is the sale of alcohol <del>is</del> essential to the primary purpose of the business? What percentage of the business's sales is anticipated to be alcohol sales;</li> </ol> </li> </ol>
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**EXHIBIT Q – Corrections and clarifications to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service**  
Chapter 18.08

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Retail Trade Uses</b>				
Alcohol Sales (off-site-sale)	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Alcohol Sales (off-site-sale), Accessory	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Alcohol Sales (on-site-sale) – <u>Bars, Taverns, etc.</u>	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Retail Sales	P	P	P	
Retail Sales (Used Merchandise)	P	P	P	Section 18.48.170
Retail Sales (Used Merchandise) - Restricted	AUP	AUP	AUP	Municipal Code Chapter 5.40
<b>Service Uses - General</b>				

Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

**EXHIBIT R – Corrections and clarifications to Table 2-5 of Section 18.14.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service Chapter 18.08**

Table 2-5 Allowed Uses and Permit Requirements	Commercial Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	<b>C-G</b>	<b>C-N</b>	<b>C-0</b>	<b>Specific Use Regulations</b>
<b>Retail Trade Uses</b>				
Alcohol Sales (off-site sale)	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (off-site sale), Accessory Uses	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (on-site sale) <u>-Bars, Taverns, etc.</u>	CUP	CUP	CUP	Section 18.48.030
Prescription Pharmacies, Medical Supplies	P	P	P	
<b>Service Uses - General</b>				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

**EXHIBIT S – Corrections and clarifications to Table 2-7 of Section 18.16.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service. Chapter 18.08**

Table 2-7 Allowed Uses and Permit Requirements	Special Purpose Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			

Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	PI	PR	RM	Specific Use Regulations
<b>Service Uses - General</b>				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	AUP	AUP	—	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

## ATTACHMENT 3

### Figure 3

Corrections to Exhibit K adopted by City Council on March 18, 2025  
 Add missing text to sub-section 18.96.030.E.4.c

<p>§18.96.030.<del>AE</del>.4 – General Provisions</p>	<p>Except as otherwise provided in this chapter, an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) that meets all of the following specified development standards shall be approved by the City:</p> <ol style="list-style-type: none"> <li>4. Multiple detached ADUs, not to exceed:           <ol style="list-style-type: none"> <li>a. Eight detached accessory dwelling units on a lot with an existing multi-family dwelling. However, the number of accessory dwelling units shall not exceed the number of existing units on the lot.</li> <li>b. Two detached accessory dwelling units on a lot with a proposed multi-family dwelling.</li> <li>c. The <b>ADUs must not exceed the</b> allowed height in Subsection 18.96.050.C and must have a minimum rear and side setbacks of four feet. If the existing multifamily dwelling has a rear or side setback of less than four feet, the existing multifamily dwelling will not be required to be modified to meet this setback.</li> </ol> </li> </ol>
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### Figure 4

Corrections to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Two-Family Dwellings – Attached Only and Home Businesses.

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Residential Uses</b>				
Two-Family Dwellings - Attached Only				
Located on 1 <sup>st</sup> floor	<del>CUP</del> P	CUP	CUP	
Located above 1 <sup>st</sup> floor	P	P	P	
Transitional Housing	—	—	—	
Home Businesses	HBP	HBP	HBP	Section 18.48. <del>100-</del> <del>110</del>

Live-work Units	CUP	CUP	CUP	Not allowed on 1st floor
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**Figure 5 - Development Standards**

	Staff Recommendations
§18.10.030 – Development Standards	
<p>E. <b>Second Curb Cuts Prohibited.</b> Except for projects with parking areas originally designed with more than one curb cut for ingress and egress <u>or as set provided for herein</u>, second curb cuts are <u>generally</u> not allowed. <u>Accordingly, Ssingle-family homes are restricted to one curb cut, except for corner lots with Accessory Dwelling Units (ADUs) on corner lots under certain conditions, including where a second driveway may be allowed as long as it is proposed at least 25-feet away from the point of intersection of the two property lines fronting the parcel and from any other driveway. Second driveways shall incorporate permeable pavers that minimize runoff.</u></p>	

**Figure 6 - Development Standards**

Table 2-2 Development Standards for Residential Zones					
Development Feature (minimum unless otherwise indicated)	R-LD	R-MD	R-HD	R-UHD	Additional Requirements
<b>Setbacks</b> <sup>1 and 2</sup>					
<b>Rear</b> 1 <sup>st</sup> Story 2 <sup>nd</sup> Story (see footnote 1 for structures above 18 feet)	10 ft. 10 ft.	20 ft. 30 ft.	20 ft.	20 ft.	R-LD zone: The 10-foot rear setback requires a minimum of <del>750</del> <b>700</b> sq. ft. of usable rear yard area; if not, development is not allowed.
<b>Open Space</b> - Minimum sq. ft. of open space required for each dwelling unit. All open space areas shall be landscaped in compliance with Chapter 18.28					
	700 sq. ft. in rear of property, usable and				

	open, no permanent hardscape. <u>Or 500 sq ft or 50% of the existing rear yard, whichever is less restrictive with ADUs.</u> <sup>1</sup>				
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**NOTES:**

**1. Front and Side Setback Increase Over ~~18~~ 22 Feet in Height For Single-Family Dwellings.** Where a new structure or an addition to an existing single-family structure will exceed ~~18~~ 22 feet in height, the required setback from the ~~front and~~ side property lines of the site shall be increased by one foot for each two feet of structure height in excess of ~~18~~ 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds ~~18~~ 22 feet in height. ~~Up to 50 percent of the proposed structure can utilize the single-story side setback for a structure; provided that the area where the addition will occur will not reduce air, light, and privacy to adjoining properties. The Commission, as part of the Design Review process, may allow more than 50 percent of the proposed structure to utilize the single-story setback if the proposal exhibits exceptional design.~~

**2. Setbacks for Narrow Parcels.** Side setbacks for existing, legally subdivided parcels which do not meet current minimum standards with respect to parcel width may be reduced to no less than 10 percent of the parcel width or three feet, whichever is greater. This provision applies only to portions of the structure under 18 feet in height. Where a new structure or an addition to an existing structure will exceed 18 feet in height, the required setback from each property line of the site shall be increased by one foot for each two feet of structure height in excess of 18 feet, the increased setbacks to be imposed only with respect to that portion of the new structure or addition that exceeds 18 feet in height.

**Figure 7 – Service Stations**

§18.48.180

	Staff Recommendations
§18.48.180 – Service Stations	
	<p><b>A. Applicability.</b> The provisions in this section apply to all vehicle service stations where allowed.</p> <p><b>B. Standards.</b> A vehicle service station use shall comply with the regulations and restrictions applicable to the zone in which it is located and all of the following:</p> <ol style="list-style-type: none"> <li><b>1. Parcel size.</b> The minimum parcel size shall be 16,000 square feet.</li> </ol>

<sup>1</sup> Previously adopted by City Council (ZTA23-001) on February 6, 2024

2. **Minimum street frontage.** The minimum street frontage shall be 120 feet. If located on a corner, at least one street frontage shall measure at least 120 feet.
3. **Allowed uses.** Service Stations shall be allowed by Conditional Use Permit only in mixed-use zones along University Avenue between Donohoe Street and Bell Street and at the intersection of E. Bayshore Road and Pulgas Avenue. The primary use of a service station shall be the dispensing of motor fuels, lubricants, vehicle recharging, and the exchange of motor vehicle parts in kind. Limited / Incidental vehicle/equipment repair shall be limited to the hours of 7:00 a.m. to 7:00 p.m., daily. Such repair / service include air conditioning service, carburetor and fuel injection service, electrical service, radiator service, tune-up, lube, oil change, and smog check, as well as tires, batteries and accessories installation.

**Figure 8 – Land Use Regulations and Allowable Uses**  
 §18.12.020

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	MUC	MUL	MUH	Specific Use Regulations
<b>Recreation, Education, and Public Assembly Uses</b>				
Schools, Public and Private	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
<b>Vehicle Rental, Sale and Service Uses</b>				
Vehicle/Equipment Rentals				
Vehicle Washing	—	—	—	
Refueling/Service Stations (only on University Avenue between Donohoe Street and Bell Street <u>and the intersection of E. Bayshore Road and Pulgas Avenue</u> )	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	Section 18.48.180.B.3 <ul style="list-style-type: none"> <li>• No incidental repair/service</li> </ul>

**Figure 9 – 15-foot Front and 5-foot Side Setbacks in Medium to High Density Residential Zones**  
 §18.10.030

Table 2-2 Development Standards for Residential Zones					
Development Feature (minimum unless otherwise indicated)	R-LD	R-MD	R-HD	R-UHD	Additional Requirements
<b>Setbacks</b> <sup>1 and 2</sup>					
<b>Front</b>					
Living Area	10 ft.	<del>20</del> 15 ft.	15 ft.	<del>20</del> 15 ft.	
Garage Face	23 ft.				
<b>Corner Vision Triangle</b>	12 ft.	12 ft.	12 ft.	12 ft.	
<b>Side/Street Side</b>	5 ft.	<del>40</del> 5 ft.	<del>40</del> 5 ft./15 ft.	<del>40</del> 5 ft./15 ft.	

**Figure 10 – Criteria for Tree Removal**

	Staff Recommendations
§18.28.070 – Criteria for Tree Removal	
<p>A Protected Tree may be removed under the following circumstances:</p> <p>E. Removal is requested by a utility, public transportation agency, or other governmental agency due to a health or safety risk resulting from the tree's interference with existing or planned public infrastructure and preservation of the tree would add unreasonable cost to the project. <u>Based on such a request, a Tree Removal Permit may be processed without requiring the submittal of an Arborist Report.</u></p>	

**Figure 11 – Enforcement**

	Staff Recommendations
§18.28.110 – Enforcement	
<p>A. <b>Violations.</b> Violation of a provision contained in this chapter is unlawful and a public nuisance. The Director may serve notice upon any person violating any provision of this chapter. Violators shall be subject to the provisions set forth in Chapter <del>4.418</del> <u>18.118 - Enforcement.</u></p>	

**Figure 12 - Definitions**  
 §18.08.010

	<b>Staff Recommendations</b>
§18.08.010 – General	<p>“H” Definitions</p> <p><b>Home Occupations (Home Businesses).</b> An accessory use of a <u>dwelling residential parcel</u>, conducted entirely within the <u>dwelling parcel</u>, and carried on by one or more persons, all of whom reside <del>in</del> <u>on</u> the <u>dwelling parcel</u>, and where no persons are employed other than domestic help and where the use is clearly incidental and secondary to the use of the <u>dwelling parcel</u> for residential purposes and does not change the character or adversely affect the uses allowed in the residential zone of which it is a part.</p>

**Figure 13 – Home Businesses (Home Occupation Permit)**  
 §18.48.110

	<b>Staff Recommendations</b>
§18.48.110 – Home Businesses (Home Occupation Permit)	
<p>C. <b>Standards.</b> Home businesses are subject to the requirements of the base residential or mixed use zone where located, any conditions imposed on the Home Occupation Permit and all of the following standards:</p> <ol style="list-style-type: none"> <li>1. A home business shall be conducted as an accessory use of a dwelling unit, conducted entirely within the dwelling unit <u>or an accessory structure</u>, and carried on by one or more persons, all of whom reside in the dwelling unit, and where no persons are employed other than domestic help;</li> <li>2. A home business shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character of the dwelling <u>or accessory structure</u> or adversely affect the uses allowed in the residential or mixed use zone;</li> <li>3. The home business shall be operated in a manner so as to not cause a nuisance (e.g., noise, vibrations, dust, odors, glare, debris, smoke, television or radio interference, heat, radiation, or other nuisances) detectable outside the dwelling <u>or accessory structure</u> or through common walls of an attached dwelling;</li> <li>4. The appearance of the dwelling or any accessory structure shall not be altered so that the dwelling may be recognized as serving a nonresidential use (either by color, construction, dust, materials, odors, lighting, noise, signs, sounds, vibrations, etc. or that disturbs the peace). The existence of a home business shall not be apparent beyond the boundaries of the subject site;</li> <li>5. There shall be no signs allowed other than the address for the main dwelling. No exterior signage shall identify the business. There shall be no other advertising using the home address, with the exception of advertising in the telephone directory or via the Internet. All advertising shall clearly state "by appointment only" if the residential address is used;</li> <li>6. No more than 25 percent of the gross floor area of one floor of the residence or one room, whichever is less, shall be used for the purpose of home business. Use of space in a garage shall be preceded by approval of a planning permit allowing the garage conversion; <del>or</del> <u>accessory structure is prohibited;</u></li> </ol>	

<p>7. The use shall not involve the storage of hazardous, flammable, or combustible liquids or materials, other than those customarily found in or of greater intensity and/or duration of those customarily associated with a residence;</p> <p>8. Customers of the home business are allowed at the residence only between the hours of 9:00 a.m. and 8:00 p.m.;</p> <p>9. <del>The entrance to the space devoted to the home business shall be from within the primary-dwelling unit and there shall be no internal or external alterations to the existing dwelling that would provide an entrance other than the same of the entire dwelling unit;</del></p> <p>10. The home business shall be restricted to the interior of the dwelling unit <u>or accessory structure</u> and shall not take place on external areas of the subject property; <del>the dwelling's garage, or in any accessory structure;</del></p> <p>11. No more than 50 cubic feet of storage shall be devoted to the storage of inventory or products in any part of the dwelling or accessory structure. <del>There shall be no storage of equipment or supplies within an accessory structure.</del> Outdoor storage of any items related to the home business is prohibited;</p> <p>12. No persons other than residents of the dwelling or domestic help shall work or report to work on the premises;</p> <p><b>F. Findings for a Home Occupation Permit.</b></p> <p><del>3. No business license shall be issued for a home business and no use shall be established as a home business for five business days after a Home Occupation Permit has been approved or while an appeal is pending.</del></p> <p><b>G. Permit Limitations.</b></p> <p>3. A new Home Occupation Permit and business license, <u>whether</u> for the same or <u>a</u> different home occupation conducted by a new resident, shall be obtained before <del>conducting an-allowed operating a permitted</del> home business. <u>Therefore, a Home Occupation Permit "does not run with the land."</u></p> <p>4. A change in the type of home business activity conducted by the resident requires a new Home Occupation Permit and business license.</p>
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**Figure 14 - Temporary Use Permits**

Chapter 18.94

	<b>Staff Recommendations</b>
§18.94.050 – Allowed Temporary Uses	The following temporary uses are allowed on private property, subject to the issuance of a Temporary Use Permit, and only when conducted in compliance with the specified time limits and conditions of approval. <u>To issue a No Minor</u> Temporary Use Permit <del>shall be issued</del> if another temporary use has occurred on the subject property within the previous 30 days (whether by the same applicant or otherwise) <u>notice should be given to surrounding property owners followed by a hearing:</u>

	<p><b>B. Allowed Temporary Uses.</b></p> <ol style="list-style-type: none"> <li>1. Amusement rides, arts and crafts exhibits, auctions, carnivals, circuses, concerts, fairs, farmer's markets, festivals, flea markets, food markets/events, outdoor entertainment/sporting events, petting zoos, rodeos, rummage sales (not garage or yard sales), and swap meets limited to <del>six</del> <u>14</u> consecutive days or less within any 30-day period, or <del>six</del> <u>seven</u> two-day weekends, within a 12-month period. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended.</li> <li>2. Outdoor display and sale events conducted by a retail business, including auto dealerships, holding a valid business license, issued in compliance with Municipal Code Chapter 5.04 may be allowed a maximum of six outdoor sale events (excluding City-sponsored activities) <u>in a year</u>. An outdoor sale event shall be no longer than seven consecutive days in duration. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended.</li> <li>5. <u>Major</u> Temporary uses on the same lot shall be separated by at least 30 days. Additional time shall be added in between <u>Major</u> Temporary Use Permits at the discretion of the Director.</li> </ol>
<p>§18.94.060 – Application Filing and Processing</p>	<p><b>B. Types of Temporary Use Permits.</b></p> <ol style="list-style-type: none"> <li>1. <b>Minor Temporary Use Permit.</b> Permit for use lasting <del>from one to six</del> <u>no more than 30</u> days. <u>The days may be consecutive.</u></li> <li><del>2. <b>Administrative Temporary Use Permit.</b> Permit for use lasting from seven to 30 days. The days maybe consecutive.</del></li> <li>3. <b>Major Temporary Use Permit.</b> Permit for use lasting from 31 to 365 days. The days maybe consecutive.</li> </ol>
<p>§18.94.070 – Director Review</p>	<p><b>A. Director Action.</b> The Director may take action on a Temporary Use Permit for a temporary use operated in compliance with conditions of approval as follows:</p> <ol style="list-style-type: none"> <li>1. A Minor Temporary Use Permit may be approved administratively without notice or hearing.</li> <li><del>2. <u>An Administrative Temporary Use Permit may be approved administratively by the Director, with notice provided to abutting property owners.</u></del></li> <li>3. A Major Temporary Use Permit may be approved after notice and hearing to adjacent property owners by the Director. The Director may defer action and refer the application to the Commission for review and final</li> </ol>

	decision.
§18.94.110 – Post Decision Procedures	The procedures and requirements related to permit implementation and to appeals ( <u>Major Temporary Use Permits only</u> ) and revocation apply following the decision on a Temporary Use Permit application.

**Figure 15 - Definitions**

	Staff Recommendations
§18.08.010 – General	<p>“A” Definitions</p> <p><b>Alcohol Sales.</b></p> <p><b>Alcohol Sales (off-site-sale).</b> Any establishment, <u>such as a liquor store or convenience market</u>, that sells, serves, or gives away alcoholic beverages <u>in unopened containers</u> for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store). The establishment shall include any immediately adjacent area owned, leased, rented, or controlled by the licensee. Does not include an establishment selling alcoholic beverages as an accessory line of merchandise.</p> <p><u><b>Alcohol Sales (off-site-sale), Accessory.</b> Any establishment that sells, serves, or gives away alcoholic beverages for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store), where the sale of alcoholic beverages is accessory to the retail sale of goods and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets.</u></p> <p><b>Alcohol Sales (on-site-sale).</b> An establishment, <u>such as a bar, tavern, or other drinking establishment</u>, that has all of the following characteristics:</p> <ol style="list-style-type: none"> <li>1. Alcoholic beverages will be or are sold, served, or given away for consumption on the premises where sold, served, or given away;</li> <li><u>and</u></li> <li>2. The establishment is applying for or has obtained an appropriate ABC License such as ABC License Type 48; <u>and</u></li> <li><del>3. The sale of alcoholic beverages is accessory to the retail sale of food products and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets.</del></li> </ol> <p><u><b>Alcohol Sales (on-site-sale), Incidental.</b> An establishment which sells, serves, or gives away alcoholic beverages, as an incidental or ancillary</u></p>

	<p><u>activity, for consumption with a meal at a bona fide public eating establishment where the operator is applying for or has obtained an ABC License Type 47.</u></p>
	<p>“E” Definitions</p> <p><b>Bar, Lounge, and Nightclub / Drinking Establishment.</b> An establishment selling or serving alcoholic beverages for consumption on the premises and holding or applying for a public premises license from the California State Department of Alcoholic Beverage Control (ABC). Persons under 21 years of age are not allowed to enter and remain on the premises. The establishment includes any immediately adjacent area that is owned, leased, rented, or controlled by the licensee.</p> <p><u><b>Eating Establishment.</b> A bona fide public eating place is a location that is regularly used for the serving of meals to guests for compensation and has suitable kitchen facilities. It must maintain a sanitary condition and comply with local health regulations. The establishment must provide an assortment of foods commonly ordered at various hours of the day, and guests must order and obtain a meal at the establishment during regular meal hours.</u></p>

**Figure 16 - Alcohol Sales**  
Chapter 18.48

	<b>Staff Recommendations</b>
<p>§18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d</p>	<p>A. <b>Applicability.</b> The provisions in this section apply to all alcohol sales uses whether for on-site (<u>bars, nightclubs, and establishments where consumption of alcoholic beverages is the primary use, but excluding incidental sale of beer and wine at bona fide public eating establishments</u>) or off-site consumption where allowed in compliance with all of the following standards.</p> <p>D. <b>Conditions of approval.</b> The Review Authority may impose conditions upon the issuance of the permit it deems appropriate,</p>

	<p>necessary, and reasonable, under the circumstances, including, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Approve the <del>initial</del> permit <del>for a period not to exceed three years</del>, with annual reviews <del>required for the first two years</del>;</li> <li>2. Limitation upon the hours of the day during which alcoholic beverages can be sold;</li> <li>3. Requirement for special trash collection service; and/or</li> <li>4. Requirement for special security arrangements; provided however, the cost shall not impose an unreasonable economic hardship upon the proprietor of the establishment.</li> </ol> <p>E. <b>Determinations of Public Convenience or Necessity (PCN).</b> Determinations within the jurisdiction of the Council in compliance with Section 23958.4 of the Business and Professions Code as to whether the public convenience or necessity (PCN) would be served by the issuance of an ABC license are delegated to the Commission.</p> <ol style="list-style-type: none"> <li>1. <b>Application and hearing.</b> The Commission shall conduct a public hearing upon an application for a determination of public convenience or necessity. The Commission shall consider all of the following: <ul style="list-style-type: none"> <li>d. To what extent is the sale of alcohol <del>is</del> essential to the primary purpose of the business? What percentage of the business's sales is anticipated to be alcohol sales;</li> </ul> </li> </ol>
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**Figure 17**

Corrections and clarifications to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service.

Chapter 18.08

Table 2-3 Allowed Uses and Permit Requirements	Mixed Use Zones Permit Requirements			
		P	CUP	AUP
	—			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	<b>MUC</b>	<b>MUL</b>	<b>MUH</b>	<b>Specific Use Regulations</b>
<b>Retail Trade Uses</b>				
Alcohol Sales (off-site-sale)	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>

Alcohol Sales (off-site-sale), Accessory	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Alcohol Sales (on-site-sale) – <u>Bars, Taverns, etc.</u>	CUP	CUP	CUP	Section 18.48. <del>030</del> <u>040</u>
Retail Sales	P	P	P	
Retail Sales (Used Merchandise)	P	P	P	Section 18.48.170
Retail Sales (Used Merchandise) - Restricted	AUP	AUP	AUP	Municipal Code Chapter 5.40
<b>Service Uses - General</b>				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

**Figure 18**

Corrections and clarifications to Table 2-5 of Section 18.14.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service.  
Chapter 18.08

Table 2-5 Allowed Uses and Permit Requirements	Commercial Zones Permit Requirements			
	P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	C-G	C-N	C-0	Specific Use Regulations
<b>Retail Trade Uses</b>				
Alcohol Sales (off-site sale)	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (off-site sale), Accessory Uses	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (on-site sale) – <u>Bars, Taverns, etc.</u>	CUP	CUP	CUP	Section 18.48.030
Prescription Pharmacies, Medical Supplies	P	P	P	
<b>Service Uses - General</b>				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>

**Figure 19**

Corrections and clarifications to Table 2-7 of Section 18.16.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service.

Chapter 18.08

Table 2-7 Allowed Uses and Permit Requirements	Special Purpose Zones Permit Requirements			
		P	Permitted By-Right	
	CUP	Conditional Use Permit (Chapter 18.88)		
	AUP	Administrative Use Permit (Chapter 18.88)		
	TUP	Temporary Use Term Permit (Chapter 18.94)		
	—	Prohibited		
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	PI	PR	RM	Specific Use Regulations
<b>Service Uses - General</b>				
<b>Eating and Drinking Establishments</b>				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	AUP	AUP	—	<u>Incidental sale of alcohol with meals in eating establishments allowed</u>



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Jeff Liu, Chief of Police

**SUBJECT:** Continued use of Automated License Plate Recognition Systems for Enhanced Public Safety

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## **Recommendation**

By motion, affirm authorization to continue using Flock Safety (Automated License Plate Reader (ALPR) services via a new agreement for a term of one-year with 2024 pilot study terms for an amount not to exceed \$92,000.00, ending in December 2026.

## **Executive Summary**

This item was continued from the April 7, 2026, City Council meeting to allow for additional review and consideration. This report summarizes the City's use of Flock Group Inc.'s Flock) ALPR technology (Flock Safety) to support public safety, investigations, and crime prevention. Through the pilot program and ongoing deployment, staff have developed a clear understanding of the system's capabilities and limitations.

The Police Department has implemented strong safeguards, conducted regular audits, and maintained transparency through public reporting. Based on this experience, staff recommend continuing using Flock Safety to enhance investigative effectiveness and community safety.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Public Health, Safety, and Quality of Life

## **Background**

On September 27, 2024, the City Council authorized a one-year pilot program with Flock Safety

to assess the feasibility and benefits of Automated License Plate Reader (ALPR) technology. During the pilot study period, the City:

- Adopted Policy 428,
- Launched a public transparency portal
- Committed to quarterly updates to the Council.

On November 4, 2025, staff presented an overview of the Flock Safety. Councilmembers raised questions regarding data security, and the Council continued the item to December 2, 2025, to allow Flock representatives to respond.

On December 2, 2025, staff and Flock representatives addressed Council questions and security concerns. That same evening, the City Council authorized the City Manager to enter into a three-year agreement with Flock Safety.

### Contract Status and Negotiations

Since the Council's approval, staff commenced negotiation of contract terms with Flock. Flock, however, has not agreed to include a standard "termination for convenience" clause and has instead required full payment for the three-year term in the event of early termination if the contract is not terminated for a breach.

Because these terms do not adequately protect the City's interests, staff is proposing to execute a new one-year agreement under the original 2024 pilot study terms at a cost of \$92,000, expiring in December 2026. Under these terms, the City may terminate for convenience (switch off the product), but Flock would be guaranteed one-year of fees.

Staff will return to the City Council for an extension if it requires additional appropriations.

In the interim, staff will continue to:

- Publish monthly audit reports,
- Provide quarterly updates to the City Council, and
- Maintain transparency and opportunities for public input.

### Community Engagement and Policy Enhancements

Public concerns have grown across the Bay Area regarding potential misuse of ALPR data, including access by out-of-state or federal agencies. Most public criticisms of Flock Safety, including the events that led to Mountain View canceling its agreement with Flock, are related to incidents that occurred prior to the City of East Palo Alto's launch of its pilot ALPR program in September 2024. These earlier events do not reflect the safeguards, oversight practices, or system configurations used by the East Palo Alto Police Department.

Many law enforcement agencies have strengthened safeguards to prevent unauthorized access to ALPR data. For example, the San José Police Department adopted new safeguards, such as reducing data retention to 30 days, restricting camera placements near sensitive locations, and requiring detailed justification and approvals for external data requests. These policy updates align with EPAPD policy 428 and how the East Palo Alto Police Department has already been operating its ALPR system since 2024.

In February 2026, staff met with members of the Indivisible Palo Alto+ Group to discuss use of Flock Safety. Following that meeting:

- The City revoked the City of El Cajon's access to East Palo Alto ALPR data.
- Staff incorporated contract language, modeled after the City of Oakland, restricting Flock's ability to use City data for artificial intelligence training.

Community feedback following the meeting indicated increased understanding of the City's safeguards and operations. This also reflects the City's commitment to continuously monitoring its use of Flock Safety and willingness to strengthen safeguards when vulnerabilities are discovered.

### Oversight and Data Security

The Police Department actively manages and audits use of Flock Safety to ensure strict compliance with department policy and data security standards.

Key safeguards include:

- Monthly audits of all system activity,
- Restricted approval authority for data sharing (limited to the Chief of Police and a designated administrator),
- Mandatory case numbers, crime classifications, and justification for every search, and
- Multi-factor authentication for all users.

To date, audits have found no unauthorized access or policy violations from the City's use of Flock Safety during the period of pilot study period up to and including the City's current interim use of the product. The Department remains highly attentive to community concerns and is committed to protecting the data entrusted to us, using information collected using Flock Safety solely to support legitimate criminal investigations and enhance community safety.

### Analysis

Historically, the absence of timely license plate information has hindered investigations in East Palo Alto.

For example:

- In 2023, investigators could not identify the vehicle involved in a fatal hit-and-run on Kavanaugh Drive despite extensive canvassing and video review
- In 2024, detectives could not identify potential witnesses to a fatal stabbing near University Avenue and Bell Street because surveillance footage did not capture a readable license plate

Flock's technology directly addresses these gaps by providing objective, time-sensitive vehicle data.

Since deployment during the pilot study period in December 2024, the system has supported numerous investigations and improved the Police Department's ability to:

- Identify suspect vehicles,
- Locate witnesses, and
- Resolve investigation and disposition of serious crimes more quickly.

ALPR systems like Flock Safety are particularly valuable in resource-constrained environments, where technology can extend investigative capacity. Flock's technology has proven to be a highly effective investigative tool across Bay Area jurisdictions, helping agencies quickly identify suspect vehicles, locate witnesses, and solve crimes that might otherwise remain unresolved.

Flock Safety provides the majority of ALPR systems in the region, and its cooperative sharing network gives investigators access to a broad, multijurisdictional search platform that extends well beyond city boundaries. East Palo Alto engaged Flock and adopted ALPR technology to implement a more efficient and cost-effective strategy for addressing vehicle related crime, improving investigative capabilities, and strengthening community safety through timely, reliable access to critical license plate data.

### Overview of Flock Technology

Flock founded in 2017, provides a modern and cost-effective camera and ALPR platform widely used across the Bay Area. Its closed network connects participating law enforcement agencies, enabling regional data sharing for legitimate investigations.

#### Key Features

- Fixed cameras capture license plates, timestamps, and vehicle characteristics.
- Data is encrypted and automatically deleted after 30 days.
- Vehicle "fingerprinting" identifies unique features (e.g., decals, roof racks).
- The system does not access DMV databases; officers must use CLETS separately.

- All searches require documented justification and are logged for audit purposes.
- Data sharing occurs only on a case-by-case basis and is subject to strict controls.

Flock Safety has been instrumental in assisting regional agencies in locating wanted vehicles and suspects connected to crimes that occurred in East Palo Alto. Because agencies input Be-On-The-Lookout (BOLO) information into the shared network, Flock cameras have enabled arrests well outside the City's boundaries when wanted vehicles were located by external partners.

### Transparency and Public Accountability

The City maintains a public transparency portal through the Police Department's website. The portal provides:

- The City's ALPR policy.
- Monthly audit logs.
- System usage metrics (e.g., scans, searches, BOLO hits).
- A list of agencies with which data is shared.
- Clear prohibitions the:
  - Use for immigration enforcement.
  - Sharing with federal or out-of-state agencies.
  - Sale of data.

### Addressing Reported Data Breaches

Recent media reports have highlighted instances where Flock data was improperly shared by other jurisdictions. Subsequent reviews indicate these breaches were not the result of system vulnerabilities. The common cause was that systems were improperly configured to prevent data sharing. Flock has assured the City that these software configuration issues are resolved and should not replicate with the City's use of Flock Safety. Additionally, City staff have been trained or made aware of ways to prevent or spot this issue in the future should it ever arise. To that end, Flock has rolled out additional tools to assist agencies with auditing use of their data. The Department has turned on the new option of requiring a case number, crime offense code, in addition to a valid search reason, prior to searching our database.

The incidents that have occurred in other jurisdictions do not reflect the safeguards, oversight practices, or system configurations used by the East Palo Alto Police Department. East Palo Alto regularly monitors data sharing and ensures the system is properly configured to prevent unauthorized sharing.

**Conclusion**

The City’s experience demonstrates that Flock Safety is an effective and, if well-managed, can be a potent tool for enhancing public safety. The Department has implemented strong safeguards, maintained transparency, and ensured compliance with all legal requirements based on lessons learned from other jurisdictions, even though staff is unaware of similar issues cropping up during the City’s use of Flock Safety.

Continuing the use of Flock Safety will strengthen investigative capabilities, improve response to serious crimes, and support community safety while maintaining strict data protections.

Staff recommend that the City Council affirm continued use of the system.

**Fiscal Impact**

There is no fiscal impact associated with this report. The City Council has already appropriated \$92,000.00 for ALPR technology in FY 2025-26.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” pursuant to 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

**Government Code § 84308**

**Applicability of Levine Act:** Yes.

**Analysis of Levine Act Compliance:** The signatory for the agreements is Dan Haley of Flock Safety. Staff is unaware of any other parties or participants relevant to the Council’s consideration of this item.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**BY:** Mayor Webster Lincoln

**SUBJECT:** Amendment to City Council Code of Ethics and Conduct – Section 7: City Council Agenda Setting

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## **RECOMMENDATION**

Adopt Resolution amending Section 7 of the City Council Code of Ethics and Conduct for Elected and Appointed Officials (Resolution No. 67-2024) to:

1. Clarify the agenda setting process,
2. Confer upon the Mayor, as presiding officer, ultimate decision making authority on agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints,
3. Establish a process for councilmembers to add items to the agenda and rules governing disputes over the same; and
4. Make any other amendments the Council directs from the dais.

## **BACKGROUND**

The City Council Code of Ethics and Conduct for Elected and Appointed Officials (“Code of Ethics”) was adopted to assure public confidence in the integrity of local government and to describe the manner in which Councilmembers, Advisory Body members, and City staff should conduct themselves in the course of public service. Section 7 of the Code of Ethics governs the City Council Agenda Setting process, including the composition and role of the Agenda Committee, the process for councilmember requests to add items to the agenda, and the decision-making framework for resolving disputes over agenda content.

The Agenda Committee, as currently constituted, is comprised of the Mayor and Vice Mayor. The Committee works with the City Manager and City staff to plan City Council meetings, including the content and timing of agenda items, identification of issues requiring additional staff preparation, and planning for future meeting agendas.

The current Code of Ethics provides that the Mayor and Vice Mayor's roles on the Agenda Committee are "to represent the interests of the entire Council." However, the existing language does not clearly delineate decision-making authority within the Agenda Committee when the Mayor and Vice Mayor disagree on an agenda item. It also does not provide a clear, structured pathway for resolving disputes that arise when a councilmember's request to add an item to the agenda is denied or when items are challenged at the dais during a council meeting.

### **DISCUSSION**

Recent council meetings have exposed recurring procedural disagreements regarding agenda item placement, removal, and re-agendizing. These disagreements are the source of significant public frustration, use of disproportionate staff time and meeting resources, and confusion concerning who has ultimate authority over the content of the Council's meeting agenda.

Under the current framework, agenda disputes that arise on the dais have no clear resolution pathway short of full council debate, which is can be an inefficient use of limited meeting time and staff capacity. On multiple occasions, items have been placed on the agenda or pulled from the agenda at the meeting itself, leading to public comment periods where community members arrived expecting to address an item that was no longer before the Council, or where the Council spent significant meeting time debating whether an item should be heard rather than addressing the substance of the item itself.

These procedural disputes undermine public confidence in the Council's ability to conduct efficient and orderly meetings and create unnecessary friction between Councilmembers, staff, and the public.

### ***Proposed Amendments***

The proposed amendments to Section 7 address these concerns through three targeted revisions:

**1. Clarifying the Mayor's Role as Presiding Officer with Agenda Authority.** The proposed amendment adds new language establishing that the Mayor, as presiding officer of the City Council, shall work directly with the City Manager to determine agenda setting, including the content, order, and timing of agenda items. The Vice Mayor shall participate in the Agenda Committee in an advisory capacity and assist the Mayor in representing the interests of the entire City Council. This replaces the current language stating that "[t]he Mayor and Vice Mayor's roles are to represent the interests of the entire Council," which is struck.

**2. Establishing Final Authority in the Event of Disagreement.** A new paragraph is added providing that, in the event of differing views within the Agenda Committee, the Mayor shall have final authority over agenda setting, including the content, order, and timing of agenda

items, subject to legal and operational constraints identified by City staff. This provision ensures that agenda disputes between the Mayor and Vice Mayor are resolved prior to the meeting, rather than on the dais, while preserving staff's ability to flag legal or operational concerns.

**3. Aligning the Decision Paragraph with the Mayor's Authority.** In the existing "The Decision" subsection governing councilmember requests, the phrase "or Vice Mayor" is struck from the sentence providing that "the Mayor or Vice Mayor may grant the request outright" when the Agenda Committee cannot reach consensus. This aligns the decision-making authority in the request process with the Mayor's presiding officer role established in the first amendment. The full appeal pathway through the City Manager and Council Reports remains intact and unchanged.

***Preserving the Council's Voice***

It is important to emphasize what these amendments do not change. The proposed revisions do not eliminate any councilmember's ability to bring items before the full Council. Any councilmember may also still submit a request to the Agenda Committee to add a matter to a future meeting agenda, either in writing or verbally under Council Reports or directly to a member of the Agenda Committee. If the request is denied by the Agenda Committee, the councilmember retains the right to escalate the request through the City Manager, who would ensure that an item is added to the next Council meeting agenda under "Council Reports" for full Council consideration under parliamentary rules of procedure. As before, if a majority of the Council votes to grant the request, the item will be agendized for a future meeting.

This pathway ensures that no single councilmember's voice is silenced, while also ensuring that the agenda-setting process operates in an orderly, transparent, and efficient manner prior to the meeting itself.

***Procedural Context***

The role of the Mayor as presiding officer with authority over meeting proceedings is well-established in municipal governance. Under East Palo Alto's council-manager form of government, the Mayor presides over council meetings and serves as the official spokesperson for the City Council. Vesting final agenda authority in the presiding officer is consistent with standard municipal practice and ensures a single point of accountability for the orderly conduct of council business.

The Vice Mayor continues to serve on the Agenda Committee and participates in the agenda-setting process in an advisory capacity. The Vice Mayor's input remains a critical component of the process, and the Mayor is expected to give due consideration to the Vice Mayor's recommendations and to the interests of the full Council in setting the agenda.

**FISCAL IMPACT**

There is no direct fiscal impact associated with the proposed amendments. However, by providing a clear resolution pathway for agenda disputes, the amendments are expected to reduce staff time currently devoted to addressing procedural conflicts at the dais and preparing for items that are subsequently pulled or re-agendized on short notice.

**ENVIRONMENTAL REVIEW**

The proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**GOVERNMENT CODE § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**ATTACHMENTS**

- A. Resolution No. 67-2024
- B. Code of Ethics and Conduct for Elected and Appointed Officials – Proposed Updates (Redline)
- C. Code of Ethics and Conduct for Elected and Appointed Officials (approved July 16, 2024)

**RESOLUTION NO. \_\_\_\_-2026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO  
AMENDING SECTION 7 OF THE CITY COUNCIL CODE OF ETHICS AND CONDUCT  
FOR ELECTED AND APPOINTED OFFICIALS TO CLARIFY THE AGENDA SETTING  
PROCESS AND THE ROLE OF THE MAYOR AS PRESIDING OFFICER**

**WHEREAS**, the City of East Palo Alto (“City”) has adopted a Code of Ethics and Conduct for Elected and Appointed Officials (“Code of Ethics”) to assure public confidence in the integrity of local government and its effective and fair operation; and

**WHEREAS**, Section 7 of the Code of Ethics governs the City Council Agenda Setting process, including the composition and role of the Agenda Committee, the process for councilmember requests to add items to the agenda, and the framework for resolving disputes over agenda content; and

**WHEREAS**, the Agenda Committee is currently comprised of the Mayor and Vice Mayor, and works with the City Manager and City staff to plan City Council meetings; and

**WHEREAS**, recent council meetings have surfaced recurring procedural disputes regarding agenda item placement, removal, and re-agendizing, including situations where items pulled from or added to the agenda at the meeting itself have generated significant public frustration, consumed disproportionate staff time and meeting resources, and created confusion about decision-making authority over the content of council meeting agendas; and

**WHEREAS**, under the current framework, agenda disputes that arise at the dais have no clear resolution pathway short of full council debate, which is an inefficient use of limited meeting time and staff capacity; and

**WHEREAS**, the existing Code of Ethics language does not clearly delineate decision-making authority within the Agenda Committee when the Mayor and Vice Mayor disagree on an agenda item, nor does it provide a structured pathway for resolving such disputes prior to the council meeting; and

**WHEREAS**, the Mayor serves as the presiding officer of the City Council under the City’s council-manager form of government, and vesting final agenda authority in the presiding officer is consistent with standard municipal practice and ensures a single point of accountability for the orderly conduct of council business; and

**WHEREAS**, the proposed amendments preserve the right of any councilmember to submit a request to add items to a future meeting agenda and to escalate a denied

request through the City Manager for full Council consideration under the Council Reports process; and

**WHEREAS**, the City Council finds that the proposed amendments will promote efficient, transparent, and orderly governance by clarifying authority over agenda setting, providing a defined pathway for councilmember requests, and ensuring that disputes over agenda content are resolved through the Council Reports process rather than through ad hoc floor actions during regular meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Palo Alto as follows:

**Section 1. Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 2. Amendment to Section 7.A.1 – The Agenda Committee.** The second paragraph of Section 7.A.1 of the Code of Ethics and Conduct for Elected and Appointed Officials is hereby amended to read as follows (new language shown in *italics*; deleted language shown in ~~strikethrough~~):

“Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard. The purpose of the meeting is not to work on policy issues. Normally, the Mayor and Vice Mayor attend the Agenda Committee meetings with the City Manager, City Attorney, and other staff, as appropriate. *The Mayor, as presiding officer of the City Council, shall work directly with the City Manager to determine agenda setting, including the content, order, and timing of agenda items. The Vice Mayor shall participate in the Agenda Committee in an advisory capacity and assist the Mayor in representing the interests of the entire City Council.* ~~The Mayor and Vice Mayor’s roles are to represent the interests of the entire Council.~~”

The following new paragraph is hereby added immediately following the above-amended paragraph:

*“In the event of differing views within the Agenda Committee, the Mayor shall have final authority over agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints identified by City staff.”*

**Section 3. Amendment to Section 7.A.2.i – The Decision.** The first sentence of the second paragraph of Section 7.A.2.i of the Code of Ethics and Conduct for Elected and Appointed Officials is hereby amended to read as follows:

“If the Agenda Committee is unable to arrive at a consensus on the request, the Mayor or ~~Vice Mayor~~ may grant the request outright.”

**Section 4. No Other Changes.** Except as expressly amended by this Resolution, all other provisions of the Code of Ethics and Conduct for Elected and Appointed Officials shall remain in full force and effect.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**Section 6. Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid.

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PASSED AND ADOPTED by the City Council of the City of East Palo Alto at a regular meeting held on \_\_\_\_\_, 2026, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

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Webster Lincoln, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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City Clerk

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City Attorney





## **ADMINISTRATIVE POLICY**

**SUBJECT: CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS**

### **SECTION 1: POLICY**

This policy shall be referred to as the Code of Ethics and Conduct for Elected and Appointed Officials (“Code of Ethics and Conduct”).

### **SECTION 2: PURPOSE**

The City of East Palo Alto (“City”) has established this Code of Ethics and Conduct for members of the City Council and the City’s boards, commissions, and committees to assure public confidence in the integrity of local government and its effective and fair operation. The Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and members of City boards, commissions, and committees should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

### **SECTION 3: APPLICABILITY**

This Code of Ethics and Conduct applies to the East Palo Alto City Council (“City Council”), and City boards, commissions, and committees (“Advisory Bodies”). For ease of reference in the Code of Ethics and Conduct, the term “Member” refers to any member of the City Council or City Advisory Bodies established by City ordinance, resolution, or Council policy.

### **SECTION 4: ETHICS**

A. Introduction: The residents and businesses of the City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

1. Comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Are independent, impartial and fair in their judgment and actions;
3. Use their public office for the public good, not for personal gain; and
4. Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

- B. Rule: Members shall comply with all applicable ethics laws, rules, and guidelines, including those set forth in this section.
- C. Act in the Public Interest: Recognize that stewardship of the public interest must be their primary concern, and that Members will work for the common good of the people of East Palo Alto and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before them.
- D. Comply with both the spirit and the letter of the Law and City Policy: Members shall comply with the laws of the nation, the State of California, and the City of East Palo Alto in the performance of their public duties.
- E. Conduct of Members: The professional and personal conduct of Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of City Council, Advisory Bodies, City staff or the public.
- F. Respect for Process: Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
- G. Conduct at Public Meetings: Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
- H. Decisions Based on Merit: Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the Member is called upon to determine and apply facts particular to an individual case), Members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.
- I. Communication: For adjudicative matters pending before the body, Members shall refrain from receiving information outside of an open public meeting or agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
- J. Conflict of Interest: In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (1) a material financial interest, (2) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (3) a strong personal bias.

A Member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (“FPPC”) or other appropriate state agency, a Member shall not participate in a decision unless and until he or she has requested and received advice allowing the Member to participate. A Member shall diligently pursue obtaining such advice. The Member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to Members, the City Attorney represents the City and not individual members.

In accordance with the law, Members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

- K. Gifts and Favors: Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
- L. Confidential Information: Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
- M. Use of Public Resources: Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
- N. Representation of Private Interests: In keeping with their role as stewards of the public interest, members of City Council shall not appear on behalf of the private interests of third parties before the City Council or any Advisory Body or proceeding of the City, nor shall members of any Advisory Body appear before their own bodies or before the City Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- O. Advocacy: Members shall represent the official policies or positions of the City Council, or Advisory Body, to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent their Advisory Body or the City of East Palo Alto, nor will they allow the inference that they do. Councilmembers and Advisory members have the right to endorse candidates for all Council seats or other elected offices. However, it is inappropriate to mention or display endorsements during City Council meetings, or Advisory Body meetings, or other official City meetings.

- P. Policy Role of Members: Members shall respect and adhere to the council-manager structure of City government as outlined in the East Palo Alto Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Advisory Bodies, and the public. Except as provided by the East Palo Alto Municipal Code, Members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of City staff to implement Council policy decisions.
- Q. Independence of Advisory Bodies: Members of City Council shall refrain from using their position to unduly influence the deliberations or outcomes of Advisory Body proceedings. This is necessary due to the value of the independent advice of Advisory Bodies to the public decision-making process.
- R. Positive Workplace Environment: Members shall support the maintenance of a positive and constructive workplace environment for City employees and for residents and businesses interacting with the City. Members shall recognize their special role in dealings with City employees and shall not create the perception of inappropriate direction to City staff.

## **SECTION 5: CONDUCT RULES**

The Conduct Rules set forth in Sections 6-14 are designed to describe the manner in which Members should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

## **SECTION 6: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH EACH OTHER IN PUBLIC MEETINGS**

- A. Introduction: Members are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.
- B. Respect the Chair: It is the responsibility of the chair to keep the comments of Members on track during public meetings. Members should respect efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- C. Practice Civility and Decorum: Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

- D. Avoid Offensive Comments: If a Member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- E. Demonstrate Effective Problem-solving Approaches: Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

## SECTION 7: CITY COUNCIL AGENDA SETTING

### A. Agenda Setting Process:

1. *The Agenda Committee*. The Agenda Committee is comprised of the Mayor and Vice Mayor. The charge of the Agenda Committee is to work with Staff to plan City Council Meetings. There are three primary purposes to Agenda Committee meetings: 1) to plan how City Council Meetings will be conducted, including review of approximate time allocations for agenda item presentations and to ensure adequate time for large complex items; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings, including items to be included on future meeting agendas.

Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard. The purpose of the meeting is not to work on policy issues. Normally, the Mayor and Vice Mayor attend the Agenda Committee meetings with the City Manager, City Attorney, and other staff, as appropriate. *The Mayor, as presiding officer of the City Council, shall work directly with the City Manager to determine agenda setting, including the content, order, and timing of agenda items. The Vice Mayor shall participate in the Agenda Committee in an advisory capacity and assist the Mayor in representing the interests of the entire City Council.* ~~The Mayor and Vice Mayor's roles are to represent the interests of the entire Council.~~

*In the event of differing views within the Agenda Committee, the Mayor shall have final authority over agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints identified by City staff.*

2. *Councilmember Requests to the Agenda Committee*. A City Council member may submit a request to the Agenda Committee to add a matter to a future meeting agenda. The request may be written directly to the Agenda Committee or made verbally under Council Reports at any public meeting of the Council. The request will be considered at the Agenda Committee meeting.
  - i. *The Decision*. The Agenda Committee may grant any such request as a matter of courtesy without further discussion and will agendize the requested item for a future agenda as soon as practicable, considering staff input on operational and budgetary capacity. If the Agenda Committee is unable to arrive at a consensus on the request, the Mayor ~~or Vice Mayor~~ may grant the request outright.

If the Agenda Committee denies the request, then the requesting councilmember may make the request through the City Manager. In that instance, the City Manager would ensure an item would be added to the next City Council meeting agenda under “Council Reports” to discuss the request for the item to be added to another future agenda. When discussing the request during “Council Reports,” as an ordinary agenda item where parliamentary rules of procedure apply, the entire Council would consider the request to add the item to a future agenda. If a majority of the Council votes to grant the request, the councilmember who made the request will work with the City Manager and a member of the Agenda Committee to agendaize the requested item for a future agenda, as soon as practicable considering staff input on operational and budgetary capacity, on a date agreed upon by the councilmember, Agenda Committee representative, and the City Manager.

- B. Proclamations: To the extent possible, Councilmembers must submit Proclamations requests to the Mayor or Vice Mayor and the City Clerk at least two weeks in advance of the event for recognition of the person who is the subject of the Proclamation. The Proclamation must have a contact name, email/phone number, and a sample of the wording.
- C. Special Presentations: Councilmembers must submit requests for special presentations to the Mayor/Vice Mayor for consideration of agenda placement at the Mayor/Vice Mayor meeting.
- D. Letter of Support: If a letter of support is written in an individual Councilmember’s capacity, the letter shall reflect that it reflects only the viewpoint of the author and not the full City Council. The author shall provide the City Clerk a copy of the letter for official retention.

## **SECTION 8: ELECTED AND APPOINTED OFFICIALS’ CONDUCT WITH THE PUBLIC IN PUBLIC MEETINGS**

- A. Introduction: Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.
- B. Equitable Time Limits: The chair will determine and announce limits on speakers at the start of the public hearing process.
- C. Practice Active Listening: While questions or clarification may be asked, a Member’s primary role during public testimony is to listen.
- D. Maintain an Open Mind: The public deserves an opportunity to influence the thinking of elected and appointed officials and Members shall maintain an open mind.
- E. Avoid Debate or Argument: Only the chair – not individual members – can interrupt a speaker during a presentation. However, a Member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

## **SECTION 9: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE CITY STAFF**

- A. Introduction: Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the City Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.
- B. Respect City Staff: Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards City staff is not acceptable.
- C. Council Requests to City Manager: City Council requests that deal with policy or fiscal issues or requests that may be construed as direction shall be directed to the City Manager. City Council members may contact department directors for general inquiries or questions. City Council members may also correspond directly with the City Attorney.
- D. Council Agenda Questions: City Council requests for answers to questions on council agenda items should be submitted to the City Manager, City Attorney or relevant department director or manager prior to the meeting whenever possible.
- E. Avoid Disruption: Members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Members should not attend City staff meetings unless requested by City staff, as the Member's presence may imply support, show partiality, intimidate City staff, or hamper City staff's ability to do their job objectively.
- F. Refrain from Public Criticism: Members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Councilmember comments about City staff performance should only be made to the City Manager or City Attorney through private correspondence or conversation. Appointed officials should make their comments regarding City staff to the City Manager, City Attorney, or the Mayor.
- G. Avoid Administrative Functions: Members acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- H. Refrain from Political Influence: Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
- I. No Attorney-Client Relationship: Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff, and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the City Attorney.

## **SECTION 10: CITY COUNCIL CONDUCT WITH ADVISORY BODIES**

- A. Introduction: The City has established several Advisory Bodies as a means of gathering more community input. Residents who serve on Advisory Bodies become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.
- B. Conduct at Advisory Body Meetings: Councilmembers may attend any Advisory Body meeting, which are always open to any member of the public. However, Councilmembers should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – that could be viewed as unfairly affecting the process. Any public comments by a Councilmember at an Advisory Body meeting should be clearly made as individual opinion and not a representation of the viewpoint of the entire City Council. Individual Councilmembers are also responsible to ensure compliance with the Brown Act at all times.
- C. Limit Contact with Advisory Body Members: It is inappropriate for a Councilmember to contact an Advisory Body member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Advisory Body members in order to clarify a position taken by the Board, Committee or Commission.
- D. Respect the Role of Advisory Body Members: The City Council appoints individuals to serve on Advisory Bodies, and it is the responsibility of Advisory Bodies to follow policy established by the City Council. However, Advisory Body members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Advisory Body members with removal if they disagree about an issue. Appointment and re-appointment to an Advisory Body should be based on such criteria as expertise, ability to work with City staff and the public, and commitment to fulfilling official duties. A Board, Committee, or Commission appointment should not be used as a political "reward."
- E. Be Respectful of Diverse Opinions: A primary role of Advisory Bodies is to represent many points of view in the community and to provide the City Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Advisory Bodies, but must be fair and respectful of all residents serving on Advisory Bodies.
- F. Refrain from Political Influence: Advisory Body members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Advisory Body members who are running for office, but not in an official forum in their capacity as a Councilmember.

## **SECTION 11: CONDUCT OF CITY STAFF RELATED TO PUBLIC MEETINGS**

- A. Staff Report Writing: The City Manager shall supervise and approve all City staff reports that are published as part of the City Council agenda. City staff shall prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule. Furthermore, the City Manager shall advise management staff of potentially political or controversial issues coming before the City

Council and direct City staff to be present and appropriately prepared at City Council meetings.

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- C. Decorum: City staff shall refrain from arguing with the City Council members, Advisory Body members, and the public. Electronic equipment that is not otherwise being used for public meeting purposes shall be set to silent or off mode during public meetings.
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4. Alternative Remedy: These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows or reasonably believes a Member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably

imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

- E. Inappropriate City Staff Behavior: Councilmembers should refer to the City Manager, or City Attorney as appropriate, any City staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

#### **SECTION 14: IMPLEMENTATION**

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#### **Example:**

*I affirm that I have read and understand the City of East Palo Alto Code of Ethics and Conduct for Elected and Appointed Officials.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ADMINISTRATIVE POLICY

**SUBJECT: CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS**

### SECTION 1: POLICY

This policy shall be referred to as the Code of Ethics and Conduct for Elected and Appointed Officials (“Code of Ethics and Conduct”).

### SECTION 2: PURPOSE

The City of East Palo Alto (“City”) has established this Code of Ethics and Conduct for members of the City Council and the City’s boards, commissions, and committees to assure public confidence in the integrity of local government and its effective and fair operation. The Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and members of City boards, commissions, and committees should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

### SECTION 3: APPLICABILITY

This Code of Ethics and Conduct applies to the East Palo Alto City Council (“City Council”), and City boards, commissions, and committees (“Advisory Bodies”). For ease of reference in the Code of Ethics and Conduct, the term “Member” refers to any member of the City Council or City Advisory Bodies established by City ordinance, resolution, or Council policy.

### SECTION 4: ETHICS

A. Introduction: The residents and businesses of the City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

1. Comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Are independent, impartial and fair in their judgment and actions;
3. Use their public office for the public good, not for personal gain; and
4. Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

- B. Rule: Members shall comply with all applicable ethics laws, rules, and guidelines, including those set forth in this section.
- C. Act in the Public Interest: Recognize that stewardship of the public interest must be their primary concern, and that Members will work for the common good of the people of East Palo Alto and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before them.
- D. Comply with both the spirit and the letter of the Law and City Policy: Members shall comply with the laws of the nation, the State of California, and the City of East Palo Alto in the performance of their public duties.
- E. Conduct of Members: The professional and personal conduct of Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of City Council, Advisory Bodies, City staff or the public.
- F. Respect for Process: Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
- G. Conduct at Public Meetings: Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
- H. Decisions Based on Merit: Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the Member is called upon to determine and apply facts particular to an individual case), Members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.
- I. Communication: For adjudicative matters pending before the body, Members shall refrain from receiving information outside of an open public meeting or agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
- J. Conflict of Interest: In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (1) a material financial interest, (2) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (3) a strong personal bias.

A Member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (“FPPC”) or other appropriate state agency, a Member shall not participate in a decision unless and until he or she has requested and received advice allowing the Member to participate. A Member shall diligently pursue obtaining such advice. The Member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to Members, the City Attorney represents the City and not individual members.

In accordance with the law, Members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

- K. Gifts and Favors: Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
- L. Confidential Information: Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
- M. Use of Public Resources: Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
- N. Representation of Private Interests: In keeping with their role as stewards of the public interest, members of City Council shall not appear on behalf of the private interests of third parties before the City Council or any Advisory Body or proceeding of the City, nor shall members of any Advisory Body appear before their own bodies or before the City Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- O. Advocacy: Members shall represent the official policies or positions of the City Council, or Advisory Body, to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent their Advisory Body or the City of East Palo Alto, nor will they allow the inference that they do. Councilmembers and Advisory members have the right to endorse candidates for all Council seats or other elected offices. However, it is inappropriate to mention or display endorsements during City Council meetings, or Advisory Body meetings, or other official City meetings.

- P. Policy Role of Members: Members shall respect and adhere to the council-manager structure of City government as outlined in the East Palo Alto Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Advisory Bodies, and the public. Except as provided by the East Palo Alto Municipal Code, Members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of City staff to implement Council policy decisions.
- Q. Independence of Advisory Bodies: Members of City Council shall refrain from using their position to unduly influence the deliberations or outcomes of Advisory Body proceedings. This is necessary due to the value of the independent advice of Advisory Bodies to the public decision-making process.
- R. Positive Workplace Environment: Members shall support the maintenance of a positive and constructive workplace environment for City employees and for residents and businesses interacting with the City. Members shall recognize their special role in dealings with City employees and shall not create the perception of inappropriate direction to City staff.

## **SECTION 5: CONDUCT RULES**

The Conduct Rules set forth in Sections 6-14 are designed to describe the manner in which Members should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

## **SECTION 6: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH EACH OTHER IN PUBLIC MEETINGS**

- A. Introduction: Members are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.
- B. Respect the Chair: It is the responsibility of the chair to keep the comments of Members on track during public meetings. Members should respect efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- C. Practice Civility and Decorum: Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

- D. Avoid Offensive Comments: If a Member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- E. Demonstrate Effective Problem-solving Approaches: Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

## SECTION 7: CITY COUNCIL AGENDA SETTING

### A. Agenda Setting Process:

1. *The Agenda Committee*. The Agenda Committee is comprised of the Mayor and Vice Mayor. The charge of the Agenda Committee is to work with Staff to plan City Council Meetings. There are three primary purposes to Agenda Committee meetings: 1) to plan how City Council Meetings will be conducted, including review of approximate time allocations for agenda item presentations and to ensure adequate time for large complex items; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings, including items to be included on future meeting agendas.

Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard. The purpose of the meeting is not to work on policy issues. Normally, the Mayor and Vice Mayor attend the Agenda Committee meetings with the City Manager, City Attorney, and other staff, as appropriate. The Mayor and Vice Mayor's roles are to represent the interests of the entire Council.

2. *Councilmember Requests to the Agenda Committee*. A City Council member may submit a request to the Agenda Committee to add a matter to a future meeting agenda. The request may be written directly to the Agenda Committee or made verbally under Council Reports at any public meeting of the Council. The request will be considered at the Agenda Committee meeting.
  - i. *The Decision*. The Agenda Committee may grant any such request as a matter of courtesy without further discussion and will agendaize the requested item for a future agenda as soon as practicable, considering staff input on operational and budgetary capacity. If the Agenda Committee is unable to arrive at a consensus on the request, the Mayor or Vice Mayor may grant the request outright.

If the Agenda Committee denies the request, then the requesting councilmember may make the request through the City Manager. In that instance, the City Manager would ensure an item would be added to the next City Council meeting agenda under "Council Reports" to discuss the request for the item to be added to another future agenda. When discussing the request during "Council Reports," as an ordinary agenda item where parliamentary rules of procedure apply, the entire Council would consider the request to add the item to a future agenda. If a

majority of the Council votes to grant the request, the councilmember who made the request will work with the City Manager and a member of the Agenda Committee to agendaize the requested item for a future agenda, as soon as practicable considering staff input on operational and budgetary capacity, on a date agreed upon by the councilmember, Agenda Committee representative, and the City Manager.

- B. Proclamations: To the extent possible, Councilmembers must submit Proclamations requests to the Mayor or Vice Mayor and the City Clerk at least two weeks in advance of the event for recognition of the person who is the subject of the Proclamation. The Proclamation must have a contact name, email/phone number, and a sample of the wording.
- C. Special Presentations: Councilmembers must submit requests for special presentations to the Mayor/Vice Mayor for consideration of agenda placement at the Mayor/Vice Mayor meeting.
- D. Letter of Support: If a letter of support is written in an individual Councilmember's capacity, the letter shall reflect that it reflects only the viewpoint of the author and not the full City Council. The author shall provide the City Clerk a copy of the letter for official retention.

#### **SECTION 8: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE PUBLIC IN PUBLIC MEETINGS**

- A. Introduction: Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.
- B. Equitable Time Limits: The chair will determine and announce limits on speakers at the start of the public hearing process.
- C. Practice Active Listening: While questions or clarification may be asked, a Member's primary role during public testimony is to listen.
- D. Maintain an Open Mind: The public deserves an opportunity to influence the thinking of elected and appointed officials and Members shall maintain an open mind.
- E. Avoid Debate or Argument: Only the chair – not individual members – can interrupt a speaker during a presentation. However, a Member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

#### **SECTION 9: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE CITY STAFF**

- A. Introduction: Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the City Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- B. Respect City Staff: Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards City staff is not acceptable.
- C. Council Requests to City Manager: City Council requests that deal with policy or fiscal issues or requests that may be construed as direction shall be directed to the City Manager. City Council members may contact department directors for general inquiries or questions. City Council members may also correspond directly with the City Attorney.
- D. Council Agenda Questions: City Council requests for answers to questions on council agenda items should be submitted to the City Manager, City Attorney or relevant department director or manager prior to the meeting whenever possible.
- E. Avoid Disruption: Members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Members should not attend City staff meetings unless requested by City staff, as the Member's presence may imply support, show partiality, intimidate City staff, or hamper City staff's ability to do their job objectively.
- F. Refrain from Public Criticism: Members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Councilmember comments about City staff performance should only be made to the City Manager or City Attorney through private correspondence or conversation. Appointed officials should make their comments regarding City staff to the City Manager, City Attorney, or the Mayor.
- G. Avoid Administrative Functions: Members acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- H. Refrain from Political Influence: Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
- I. No Attorney-Client Relationship: Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff, and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the City Attorney.

## **SECTION 10: CITY COUNCIL CONDUCT WITH ADVISORY BODIES**

- A. Introduction: The City has established several Advisory Bodies as a means of gathering more community input. Residents who serve on Advisory Bodies become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- B. Conduct at Advisory Body Meetings: Councilmembers may attend any Advisory Body meeting, which are always open to any member of the public. However, Councilmembers should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – that could be viewed as unfairly affecting the process. Any public comments by a Councilmember at an Advisory Body meeting should be clearly made as individual opinion and not a representation of the viewpoint of the entire City Council. Individual Councilmembers are also responsible to ensure compliance with the Brown Act at all times.
- C. Limit Contact with Advisory Body Members: It is inappropriate for a Councilmember to contact an Advisory Body member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Advisory Body members in order to clarify a position taken by the Board, Committee or Commission.
- D. Respect the Role of Advisory Body Members: The City Council appoints individuals to serve on Advisory Bodies, and it is the responsibility of Advisory Bodies to follow policy established by the City Council. However, Advisory Body members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Advisory Body members with removal if they disagree about an issue. Appointment and re-appointment to an Advisory Body should be based on such criteria as expertise, ability to work with City staff and the public, and commitment to fulfilling official duties. A Board, Committee, or Commission appointment should not be used as a political "reward."
- E. Be Respectful of Diverse Opinions: A primary role of Advisory Bodies is to represent many points of view in the community and to provide the City Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Advisory Bodies, but must be fair and respectful of all residents serving on Advisory Bodies.
- F. Refrain from Political Influence: Advisory Body members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Advisory Body members who are running for office, but not in an official forum in their capacity as a Councilmember.

## **SECTION 11: CONDUCT OF CITY STAFF RELATED TO PUBLIC MEETINGS**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** April 21, 2026

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Denise J. Garcia, Assistant to the City Manager  
Shiri Klima, Assistant City Manager

**SUBJECT:** Parking Citation Fee Update

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## **Recommendation**

Adopt a resolution:

1. Amending the City of East Palo Alto parking citation fee schedule to align with regional jurisdictions and improve compliance with parking regulations (Attachment 2) pursuant to Section 40203.5(a) of the California Vehicle Code; and
2. Find that the proposed action is not subject to the California Environmental Quality Act (“CEQA”) because it is not a “project” pursuant to CEQA Guidelines section 15061(b)(3), or alternatively, it is exempt pursuant to Section 15321 (Enforcement Actions).

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Public Health, Safety, and Quality of Life

## **Background**

Parking regulations play an important role in ensuring safe traffic circulation, equitable access to public parking, and compliance with local and state laws. Parking citations are issued when vehicles violate posted regulations such as time limits, street sweeping restrictions, and prohibited parking zones.

Recently, the City Council requested staff to conduct a parking citation study to evaluate the effectiveness of the City’s current parking fines and to compare them with neighboring jurisdictions. The City last updated its parking citation fee schedule on April 7, 2015. Eleven years later, East Palo Alto’s fees are lower than those of surrounding jurisdictions. Several neighboring cities have increased their citation levels in recent years to reflect inflation, rising enforcement costs, and regional standards.

In addition, the City continues to receive community concerns regarding recurring violations, particularly with commercial vehicle parking, oversized vehicles, and street sweeping violations. Specifically, City staff (Community Service Officers) have shared that when fines are too low, violators sometimes treat the citation cost as an acceptable alternative to compliance. Updating the fee schedule will help with deterrence by discouraging repeat offenses and improving overall parking compliance.

### **Analysis**

Pursuant to Section 40203.5(a) of the California Vehicle Code, the City Council has the authority to set a “schedule of parking penalties,” in addition to late payment penalties. Like an administrative fine set pursuant to EPAMC Section 1.14.030, the Council can adopt fines for parking penalties by resolution. To facilitate setting of fine amounts, staff conducted a review of parking citation practices that included:

- Analysis of East Palo Alto parking citation data
- Comparison of current citation amounts with neighboring jurisdictions
- Review of enforcement trends and compliance rates
- Assessment of citation fee structures in comparable cities

The analysis found that East Palo Alto’s parking citation fees are lower than those in surrounding jurisdictions within San Mateo County, which can make enforcement challenging. Increasing fine amounts in areas where the City is below regional norms will strengthen compliance and address persistent problem violations.

#### *Comparison with Neighboring Jurisdictions*

Staff reviewed the parking citation fee schedules of Menlo Park, Redwood City, San Mateo, Foster City, and Daly City. For common violations such as street sweeping, time-limit parking, and red-curb violations, neighboring cities typically charge higher citation amounts than East Palo Alto charges.

Staff focused on comparable cities within San Mateo County for this analysis, since cities within the same county operate under a shared court system and alignment of fine amounts supports consistency across the County. Citation amounts were reviewed for comparable parking violations to provide a clear basis for evaluating East Palo Alto’s current fee structure.

To visually evaluate how East Palo Alto’s citation fees compare with other jurisdictions’ fees

within the County, staff created a color-coded comparison matrix (Attachment 1): The color scale highlights where the City's citation amounts fall relative to neighboring jurisdictions:

- Green cells indicate high citation amounts.
- Orange and yellow cells indicate medium/average citation amounts.
- Red cells indicate low citation amounts.

### *Proposed Fee Adjustments*

The analysis shows there are several East Palo Alto parking citation fees that fall within the red category, indicating that the City's fines are lower than those in surrounding cities for the same violations. In many cases, neighboring jurisdictions charge fines that are approximately \$5 to \$20 higher for comparable violations.

To address these inconsistencies, staff proposed adjusting amounts for violations identified in red cells in Attachment 1, which are comparably low citation amounts, and increasing citations to an amount more aligned with the higher fines shown in the green cells. This approach is intended to improve consistency within the County while strengthening the effectiveness of fines as a deterrent, particularly for recurring and problem violations.

Section 40203.5 of the California Vehicle Code mandates that issuing agencies within the same county must try to standardize their penalties to the extent possible. The fee study complies with Section 40203.5 as staff's recommendation takes into account rates around San Mateo County.

### Adjustments to Lower Citation Amounts

Based on this analysis, staff recommends updating the citation amounts that appear in red in the comparison matrix. The proposed adjustments would increase these fees to levels that are more consistent with those charged by neighboring jurisdictions while maintaining fairness and County-wide alignment. For most of the violation codes in red, East Palo Alto Police Department staff recommend increasing fines currently within the \$35 to \$38 range to \$45.

This includes the following violations:

- Parking in intersection or on crosswalk
- Unattended Running Vehicle
- No gas cap
- No parking zone

### Adjustments to Problem Violations

There are also violation types that are especially problematic in the community due to frequent complaints or persistent noncompliance that have reached City Council concern. For these violations, highlighted in yellow in Attachment 1, staff recommend increasing the fines to a cost

within the same range as a neighboring city identified in the green cells. These include commercial vehicles, oversized vehicles/trailers, and parking in street sweeping zones. The gridlock violation type fine adjustment was based on a recommendation by San Mateo County traffic court. All recommended fines for the problem violations are listed below in Table 1.

TABLE 1:

<i>Violation Type</i>	<i>Current EPA Fine</i>	<i>Proposed EPA Fine</i>
<i>Parked in Street Sweeping Zone</i>	\$39	\$45
<i>Gridlock*</i>	\$60	\$281**
<i>Commercial Vehicle rest over 1 hour</i>	\$36	\$50
<i>Oversized Vehicles/Trailers</i>	\$36	\$50

\*This is a penalty imposed on drivers who block an intersection or crosswalk, preventing other vehicles from passing

\*\*recommended by San Mateo County traffic court

Staff does not recommend changes to citation amounts that are already within the local range (green cells), since those fines are consistent with neighboring jurisdictions.

A full comparison of current versus proposed fees for the City is included in Attachment 2. If the Council adopts the proposed fees, they will be effective immediately, because they are adopted by resolution. If the Council would like to delay their implementation, then the Council can direct staff to do so either by amending the resolution on the dais or directing staff to return with a revised resolution.

Staff recommend implementing these adjusted fines and evaluating their effectiveness after one year. This evaluation would include reviewing citation volumes, compliance rates, and the frequency of community complaints related to the problem violations.

**NEXT STEPS**

If the City Council adopts the proposed resolution:

1. Updated fee amounts will be communicated to the public, including publishing it on the City’s website and social media.
2. Enforcement staff will begin issuing citations under the updated schedule immediately, if adopted by resolution, unless the Council directs staff do enforce on a different timeline this evening.

**Fiscal Impact**

Parking citation revenues are deposited into the City’s General Fund and help support parking enforcement and related public safety activities. The primary purpose of this update is not

revenue generation but improving compliance with parking regulations.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The proposed action is not subject to the California Environmental Quality Act (“CEQA”) because it is not a “project” as it can be seen with certainty that it would not have a direct physical change or a reasonably foreseeable indirect physical change on the environment pursuant to CEQA Guidelines section 15061(b)(3). Even if it were a project subject to CEQA review, the proposed action is exempt pursuant to Section 15321 (Enforcement Actions).

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments**

1. Parking Fine Study
2. Proposed Fines
3. Resolution

### Attachment 1 - Parking Fine Study

Section/Muni Code	Violation Type	East Palo Alto	Menlo Park	Redwood City	San Mateo	Foster City	Daly City
21113 (A) CVC	DRIVE/PARK PUBLIC GROUNDS	\$ 40.00	\$ 45.00	\$ 40.00	\$ 44.00	\$ 38.00	
21210 CVC	BICYCLE ON SIDEWALK	\$ 35.00	\$ 45.00	\$ 35.00		\$ 38.00	
21461 (A) CVC	FAILURE TO OBEY SIGNS/NO PKG	\$ 36.00		\$ 27.00			
22500 (A) CVC	NO PKG/STOPPING INTERSECTION	\$ 39.00	\$ 45.00	\$ 40.00	\$ 44.00	\$ 38.00	\$ 45.00
22500 (B) CVC	NO PKG/STOPPING ON CROSSWALK	\$ 37.00		\$ 40.00	\$ 48.00	\$ 38.00	\$ 45.00
22500 (C) CVC	NO PARKING IN CROSSWALK	\$ 38.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	\$ 45.00
22500 (D) CVC	NO PKG W/IN 15FT OF FIREHOUSE	\$ 38.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	\$ 45.00
22500 (E) CVC	BLOCKING DRIVEWAY	\$ 38.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	\$ 45.00
22500 (F) CVC	PARKING ON SIDEWALK	\$ 38.00	\$ 45.00	\$ 40.00	\$ 44.00	\$ 38.00	\$ 45.00
22500 (H) CVC	DOUBLE PARKED	\$ 40.00	\$ 45.00	\$ 40.00	\$ 44.00	\$ 38.00	\$ 45.00
22500 (I) CVC	BUS ZONE	\$ 125.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	\$ 260.00
22500 (L) CVC	PKD RED ZONE HANDICAP RAMP	\$ 313.00	\$ 308.00	\$ 315.00	\$ 355.00	\$ 328.00	\$ 300.00
22500.1 CVC	FIRE LANE	\$ 41.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	\$ 50.00
22502 (A) CVC	PKD OVER 18 INCHES FROM CURB	\$ 37.00	\$ 45.00	\$ 40.00	\$ 44.00	\$ 38.00	\$ 40.00
22502 (E) CVC	PKD W/IN 18INCHES OF CURB	\$ 37.00	\$ 45.00	\$ 40.00		\$ 38.00	
22502 CVC	MUST PK IN DIRECT OF TRAFFIC	\$ 35.00				\$ 38.00	\$ 45.00
22502(B)(2) CVC	PKD OPPOSITE DIR OF TRAFFIC	\$ 40.00					
22504 (A) CVC	NO PARKING ON A HIGHWAY	\$ 47.00	\$ 45.00	\$ 50.00		\$ 38.00	
22505 (B) CVC	POSTED NO PARKING	\$ 41.00	\$ 45.00	\$ 50.00		\$ 38.00	
22507.6 CVC	PARKED IN STREET SWEEPING ZONE	\$ 39.00		\$ 40.00	\$ 44.00		
22507.8 (A) CVC	HANDICAPPED PARKING	\$ 336.00	\$ 333.00	\$ 340.00	\$ 355.00	\$ 328.00	\$ 350.00
22507.8(C)2 CVC	HANDICAPPED PKG HASH MARKS	\$ 336.00		\$ 265.00		\$ 328.00	\$ 350.00
22514 CVC	PARKED W/IN 15FT OF HYDRANT	\$ 37.00	\$ 45.00		\$ 48.00	\$ 38.00	\$ 40.00
22515 (A) CVC	UNATTENDED RUNNING VEHICLE	\$ 38.00	\$ 45.00		\$ 48.00	\$ 38.00	\$ 40.00
22515 (B) CVC	UNATTENDED VEHICLE	\$ 39.00	\$ 45.00				\$ 40.00
22520 CVC	STOPPING FREEWAY	\$ 35.00	\$ 45.00	\$ 50.00		\$ 38.00	
22521 CVC	STOPPED 7 1/2 FT FRM RR TRACK	\$ 37.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	
22522 CVC	OBSTRUCTING HANDICAPPED RAMP	\$ 291.00	\$ 45.00	\$ 265.00	\$ 355.00	\$ 328.00	\$ 345.00
22523 (A/B) CVC	ABANDONDED VEHICLE	\$ 145.00	\$ 108.00	\$ 115.00	\$ 152.00		\$ 280.00
22526 CVC	GRIDLOCK	\$ 60.00	\$ 58.00	\$ 65.00			\$ 55.00
24252 (A) CVC	LIGHTING EQUIPMENT	\$ 50.00		\$ 25.00			
24607 (A) CVC	REAR REFLECTORS	\$ 38.00		\$ 40.00		\$ 38.00	
24951 (B) CVC	VEH MUST HAVE TURN SIGNALS	\$ 38.00	\$ 45.00			\$ 38.00	
24953 (A) CVC	VEH MST HAVE LAMP TYPE SIGNALS	\$ 38.00				\$ 38.00	
26708 CVC	TINTED WINDOWS	\$ 20.00		\$ 40.00		\$ 38.00	
26709 (B) CVC	MIRRORS REQUIRED	\$ 38.00	\$ 45.00	\$ 40.00		\$ 38.00	\$ 40.00
26710 CVC	WINDSHIELD REQUIRED	\$ 38.00	\$ 45.00	\$ 40.00		\$ 38.00	
27155 CVC	NO GAS CAP	\$ 38.00	\$ 45.00	\$ 40.00		\$ 38.00	\$ 40.00
27465 (B) CVC	BALD TIRES	\$ 38.00	\$ 45.00	\$ 40.00		\$ 38.00	\$ 40.00
10.04.030 MC	NO PARKING ZONE	\$ 38.00		\$ 40.00			\$ 40.00
10.04.040 MC	PKD IN STREET SWEEPING ZONE	\$ 36.00		\$ 40.00	\$ 44.00		
10.04.080 MC	COMM VEH RES ST OVER 1 HR	\$ 36.00			\$ 48.00	\$ 38.00	\$ 110.00
10.04.120 MC	72 HOUR LIMIT	\$ 46.00	\$ 58.00			\$ 38.00	\$ 50.00
10.04.120(A) MC	LOADING ZONE-YELLOW CURB	\$ 38.00	\$ 45.00	\$ 40.00	\$ 48.00	\$ 38.00	
10.04.130 MC	OVERSIZED VEHICLES/TRAILERS	\$ 36.00		\$ 40.00	\$ 48.00		\$ 260.00
10.08.100 MC	PARKING IN BUS ZONE	\$ 128.00		\$ 40.00	\$ 48.00		
10.08.120 MC	PASS LOADING ZONE-WHITE CURB	\$ 38.00	\$ 45.00	\$ 40.00			
10.206 UFC	FIRE HYDRANT/PRIVATE PROPERTY	\$ 57.00	\$ 63.00			\$ 38.00	
10.207 UFC	PKD IN POSTED FIRE LANE	\$ 57.00					
10.207G UFC	FIRE LANE/POSTED	\$ 57.00					
10.28.101 MC	INOPER/VEHICLE/PRIVATE PROP	\$ 42.00					
1482 (C) (9) MO	PARKING ON UNPAVED SURFACE	\$ 54.00					
14-82 MC	MISCELLANEOUS VIOLATION	\$ 52.00	\$ 45.00	\$ 30.00			
154-2(C)(9) MO	PARKING ON UNPAVED SURFACE	\$ 54.00					
240 MC	MISCELLANEOUS PKG VIOLATION	\$ 20.00					
25-9 SCMC	DRIVING/PARKED ON PUBLIC GRNDS	\$ 12.00					

**Legend:**

Green cells: higher/comparable fees

Yellow/orange cells: average fees

Red cells: lower fees

Highlighted cells: problem violations

## Attachment 2 - Proposed Fines

Section/Muni Code	Violation Type	Current	Proposed
21113 (A) CVC	DRIVE/PARK PUBLIC GROUNDS	\$ 40.00	\$ 45.00
21210 CVC	BICYCLE ON SIDEWALK	\$ 35.00	\$ 45.00
21461 (A) CVC	FAILURE TO OBEY SIGNS/NO PKG	\$ 36.00	\$ 36.00
22500 (A) CVC	NO PKG/STOPPING INTERSECTION	\$ 39.00	\$ 45.00
22500 (B) CVC	NO PKG/STOPPING ON CROSSWALK	\$ 37.00	\$ 45.00
22500 (C) CVC	NO PARKING IN CROSSWALK	\$ 38.00	\$ 45.00
22500 (D) CVC	NO PKG W/IN 15FT OF FIREHOUSE	\$ 38.00	\$ 45.00
22500 (E) CVC	BLOCKING DRIVEWAY	\$ 38.00	\$ 45.00
22500 (F) CVC	PARKING ON SIDEWALK	\$ 38.00	\$ 45.00
22500 (H) CVC	DOUBLE PARKED	\$ 40.00	\$ 40.00
22500 (I) CVC	BUS ZONE	\$ 125.00	\$ 125.00
22500 (L) CVC	PKD RED ZONE HANDICAP RAMP	\$ 313.00	\$ 313.00
22500.1 CVC	FIRE LANE	\$ 41.00	\$ 41.00
22502 (A) CVC	PKD OVER 18 INCHES FROM CURB	\$ 37.00	\$ 45.00
22502 (E) CVC	PKD W/IN 18INCHES OF CURB	\$ 37.00	\$ 45.00
22502 CVC	MUST PK IN DIRECT OF TRAFFIC	\$ 35.00	\$ 45.00
22502(B)(2) CVC	PKD OPPOSITE DIR OF TRAFFIC	\$ 40.00	\$ 40.00
22504 (A) CVC	NO PARKING ON A HIGHWAY	\$ 47.00	\$ 47.00
22505 (B) CVC	POSTED NO PARKING	\$ 41.00	\$ 45.00
22507.6 CVC	PARKED IN STREET SWEEPING ZONE	\$ 39.00	\$ 45.00
22507.8 (A) CVC	HANDICAPPED PARKING	\$ 336.00	\$ 336.00
22507.8(C)2 CVC	HANDICAPPED PKG HASH MARKS	\$ 336.00	\$ 336.00
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22521 CVC	STOPPED 7 1/2 FT FRM RR TRACK	\$ 37.00	\$ 45.00
22522 CVC	OBSTRUCTING HANDICAPPED RAMP	\$ 291.00	\$ 291.00
22523 (A/B) CVC	ABANDONDED VEHICLE	\$ 145.00	\$ 145.00
22526 CVC	GRIDLOCK	\$ 60.00	\$ 281.00
24252 (A) CVC	LIGHTING EQUIPMENT	\$ 50.00	\$ 50.00
24607 (A) CVC	REAR REFLECTORS	\$ 38.00	\$ 45.00
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10.08.120 MC	PASS LOADING ZONE-WHITE CURB	\$ 38.00	\$ 45.00
10.206 UFC	FIRE HYDRANT/PRIVATE PROPERTY	\$ 57.00	\$ 57.00
10.207 UFC	PKD IN POSTED FIRE LANE	\$ 57.00	\$ 57.00

## Attachment 2 - Proposed Fines

Section/Muni Code	Violation Type		Current		Proposed
10.207G UFC	FIRE LANE/POSTED	\$	57.00	\$	57.00
10.28.101 MC	INOPER/VEHICLE/PRIVATE PROP	\$	42.00	\$	42.00
1482 (C) (9) MO	PARKING ON UNPAVED SURFACE	\$	54.00	\$	54.00
14-82 MC	MISCELLEANOUS VIOLATION	\$	52.00	\$	52.00
154-2(C)(9) MO	PARKING ON UNPAVED SURFACE	\$	54.00	\$	54.00
240 MC	MISCELLANEOUS PKG VIOLATION	\$	20.00	\$	20.00
25-9 SCMC	DRIVING/PARKED ON PUBLIC GRNDS	\$	12.00	\$	12.00

**RESOLUTION NO. XX – 2026**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO UPDATING THE  
PARKING CITATION FEE SCHEDULE AND INCORPORATING THE REVISED FEES INTO THE  
CITY'S MASTER FEE SCHEDULE**

**WHEREAS**, the City of East Palo Alto issues parking citations to promote compliance with local and state parking regulations and to support safe and orderly traffic circulation; and

**WHEREAS**, the City's parking citation fee schedule was last updated on April 7, 2015, and several citation amounts are now lower than those of neighboring jurisdictions; and

**WHEREAS**, current citation amounts have proven insufficient to deter repeat violations, particularly in areas of community concern such as commercial vehicle parking, oversized vehicles, gridlock violations, and street sweeping zones; and

**WHEREAS**, City staff conducted a regional comparison of parking citation fees and identified specific violations where East Palo Alto's citation levels are below regional norms; and

**WHEREAS**, updating these citation amounts will improve compliance, promote consistency with neighboring jurisdictions, and support effective parking management; and

**WHEREAS**, the proposed adjustments are not intended to generate additional revenue but to ensure that parking regulations are enforced fairly and effectively; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Amends the City of East Palo Alto parking citation fee schedule to align with regional jurisdictions and improve compliance with parking regulations (Attachment 2) pursuant to Section 40203.5(a) of the California Vehicle Code; and
3. Finds that the proposed action is not subject to the California Environmental Quality Act ("CEQA") because it is not a "project" pursuant to CEQA Guidelines section 15061(b)(3), or alternatively, it is exempt pursuant to Section 15321.

**PASSED AND ADOPTED on this 21<sup>st</sup> day of April 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Webster Lincoln, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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James Colin, City Clerk

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John D. Lê, City Attorney

April 21, 2026

East Palo Alto City Council

TO: City Council and Community of East Palo Alto  
FROM: Ruben Abrica, Vice Mayor

RE: My perspective on what transpired at the April 7th Meeting concerning the FLOCK Cameras

**A. MISCONDUCT by 3 councilmembers at the April 7 City Council Meeting**

***Q. What transpired on April 7 in regards to the properly agendized item to discuss the FLOCK cameras contract?***

A. A majority of Lincoln, Dinan, and Barragan violated the City Council Code of Conduct by removing the item from the agenda, and by doing so also violated the right of due process of the public to comment and ask questions in a public meeting, regardless of their opinion on the topic. There was no need to do that, as the time and discussion could have been managed.

***Q. What Sections were violated?***

A. Section 4: Ethics. Subsection F, Respect for Process..." Members shall perform their duties in accordance with the processes and rules of order established by the City Council"

***Q. What is the current rule of order for agendizing an item that is requested by a fellow councilmember?***

A. Section 7: City Council Agenda Setting...A. Agenda Setting Process 2. Councilmember Requests to the Agenda Committee. 1. "If the agenda committee is unable to arrive at a consensus on the request, the Mayor or Vice Mayor may grant the request outright.." (Section 7. A. 2. 1. was adopted unanimously in 2024 by then councilmembers Lopez, Barragan, Romero, Gauthier, Abrica). As Vice Mayor I had placed the Policy and Action item on the agenda.

**B. Using a MIGHT MAKES RIGHT code instead of the Code of Ethics and Conduct**

In order to silence the community, two arguments were used

1. that it was a WASTE OF TIME to have a discussion since back in December direction had been given to negotiate a 3 year contract, (Dinan) and
2. that it was a DUPLICATE TOPIC since a quarterly report on FLOCK had been given earlier in agenda  
(Lincoln)

**Let me explain why I opposed those arguments**

1. What came before the Council on April 7 was a different contract option from the December decision. First, FLOCK Corporation went back on their promise that the City Council could at any time suspend services ...WITHOUT paying out the whole contract. Now (on April 7) the City Manager was letting us know that based on that change he could only recommend a ONE year contract NOT 3 years. FLOCK left us hanging on that point..

AND even with a one year contract, FLOCK Corporation still wants to be payed the whole amount if the Council suspends the contract at any time. \$92,000 (Ninety two thousand dollars) a year is no small change... to taxpayers

IT IS NOT A WASTE OF TIME to discuss this MAJOR difference in the negotiations for any contract.

2. On the question of 'duplication'. The previous item had only provided a report on how cameras were used.

The item that was removed from the agenda dealt with the actual CONTRACT and new conditions. Also, at the agenda committee discussion we had finally agreed that both items would be heard separately. I actually supported having both items collapsed into one, so there could be a report, then a discussion, then a decision, and save some time. BUT it was THE MAYOR HIMSELF who insisted that the Agenda have TWO separate Items!!

I deferred to the Mayor for the good of the order.....and it turned into an agenda AMBUSH, a TRASHING of the Code of Ethics and Conduct and a rejection of the public right to speak, all in the name of efficiency and saving time.

There was no need for that.

**C. At least there ended up comments being allowed from the floor and by councilmembers. I offered some comments along the lines that**

\*the key factor in the City's long journey to reduce high crime and homicides was the hard work and trust built between police and community.....not any camera, although cameras are of course important tools and they can be used

\*although under FLOCK the local jurisdictions can secure the 'front' door so private data is not shared...there is plenty of evidence that the repressive machine of ICE and current federal agencies are hacking and accessing data through the 'back' and 'side' doors placing immigrants and all residents at added risk of surveillance and harassment

\* if close to \$100,000 a year are to be spent perhaps a better investment is to hire 2 community peace officers that spend their whole time visiting neighborhoods, building trust and strengthening the power of investigations.



## **CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), and The Lew Edwards Group, a California corporation, hereinafter referred to as "Contractor", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
- 3. Term.** The term of this Agreement shall commence on May 15, 2025 and shall continue in full force and effect until November 30, 2026.
- 4. Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 5. Indemnification.** Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 6. Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Contractor." Failure to maintain required insurance at all times shall constitute a default and material breach.

**7. Accident Reports.** Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**8. Conflict of Interest.** Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

**9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.

**10. Licenses, Permits, Etc.** Contractor represents and warrants to City that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

**11. Business License.** Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

**12. Standard of Performance.** Contractor shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

**13. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**14. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**15. Personnel.** Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**16. Prevailing Wages for Public Works Projects.** For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.

**17. Contractor Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**18. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. The Contractor may, at its sole discretion, terminate this Agreement or abandon any portion or all the services to be provided under this Agreement, by delivering to the City written notice of such termination or abandonment at least fourteen (14) calendar days in advance. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**19. Products of Consulting Services.** The final work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. This provision specifically excludes draft work notes or draft products, which shall be owned by the Contractor. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**20. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.

**21. Assignment and Subcontracting.** Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**22. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**23. Non-Discrimination/Fair Employment Practices.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Contractor agrees to abide by the City's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.

**24. Official Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Melvin E. Gaines City Manager City Manager's Office 2415 University Avenue East Palo Alto, CA 94303
If to Contractor:	Catherine Lew President The Lew Edwards Group 5454 Broadway Oakland, CA 94618

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**25. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**26. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**27. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation

arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**28. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**29. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Contractor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality.** Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City records or information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement. A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

**33. News and Information Release.** Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together

shall be deemed one and the same instrument.

**35. Authority.** The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

**36. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A, entitled "Scope of Work," including any attachments.
- Exhibit B, entitled "Compensation," including any attachments.
- Exhibit C, entitled "Insurance Requirements," including any attachments.
- Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

THE LEW EDWARDS GROUP  
a California corporation

DocuSigned by:  
By: Catherine Lew  
Catherine Lew  
President

CITY OF EAST PALO ALTO,  
a municipal corporation

DocuSigned by:  
By: Melvin E. Gaines  
Melvin E. Gaines  
City Manager

DATE: 9/3/2025

DATE: 9/15/2025

18303976  
East Palo Alto Business License No.

APPROVED AS TO CONTENT:  
Signed by:  
Shiri Klima  
Shiri Klima  
Assistant City Manager

APPROVED AS TO FORM:

DocuSigned by:  
John D. Le  
John D. Le  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

#### 1. Representatives.

City Representative:

Shiri Klima  
Assistant City Manager  
City Manager's Office  
2415 University Avenue  
East Palo Alto CA 94303  
(650) 853-3186  
(650) 853-3136

Contractor's Representative:

Catherine Lew  
President  
The Lew Edwards Group  
5454 Broadway  
Oakland, CA 94618  
(510) 594-0224 x 261  
(510) 420-0734

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and City's Representative.

#### 2. Services and Schedule.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference and performed according to the schedule set forth therein. Contractor will complete all services by November 30<sup>th</sup>, 2026

#### 3. Phased Performance.

If the schedule calls for the services to be performed in phases or discrete increments, Contractor shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

**4. Additional Services.** Additional services are those services related to the scope of Services of Contractor as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

Contractor's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Contractor, compensation to Contractor shall not exceed the fixed fee amount.

**5. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Key personnel:

The Lew Edwards Group: Catherine Lew, Senior Strategist/Lead Consultant;  
Rohnda Ammouri, Project Manager

FM3 Research: Curtis Below, Lead Researcher; Miranda Everitt, Researcher

## EXHIBIT A

### ATTACHMENT 1 (2025 SCOPE OF SERVICES. TASK 1)

Consultant shall provide Assessment Services to City on its Quality of Life/Public Infrastructure Project.

- Review archival information pertaining to past collaborations.
- Conduct audit of all recent City issues /media coverage in the public arena.
- Meet/engage with City staff and other assigned consultants.
- Update the City on Best Practices currently being utilized in other cities for infrastructure projects.
- Through subcontractor FM3 Research, conduct community survey, analyze data results, and provide strategic recommendations.

The parties expressly acknowledge and agree that legal services or advice are not within Consultant's scope of services. All services will be performed via email, teleconference, or videoconference and no site visits will be required of consultant.

#### TIMELINE FOR PERFORMANCE OF TASK 1

- May 2025: Review archival information pertaining to past collaborations.  
Conduct audit of all recent City issues /media coverage in the public arena.  
Launch Project with KO session.  
Update the City on Best Practices currently being utilized in other cities for infrastructure projects.
- June 2025: Develop initial survey, provide strategic advice.
- Fall 2025: Analyze data results and develop strategic recommendations.  
Report results to City staff.

## EXHIBIT B

### SCHEDULE OF 2025 COMPENSATION RATES

#### 1. Contractor 's Compensation.

A. City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Fifty Five Thousand, \$55,000.

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

#### 2. Appropriate Billable Rates for Services and Additional Services.

Contractor's billable rates shall be:

- a) For Lead Consulting Services, a discounted professional fee of Six Thousand, Two Hundred and Fifty Dollars (\$6,250) per month, NTE \$20,000.
- b) For Public Opinion Research services, NTE Thirty-five Thousand Dollars (\$35,000) for a survey of approximately twenty minutes, up to 400 dual mode interviews (oral interviews will be available in English/Spanish).

#### 3. Contractor's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

**4. Payments to Contractor.**

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

**5. Accounting Records of Contractor.**

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Contractor under this section shall survive this Agreement.

**6. Taxes.**

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

- 7. Taxpayer Identification Number.** Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### I. TYPES OF INSURANCE

- A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
- D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

## II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- C. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).
- E. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## EXHIBIT D

### CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

#### I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

#### II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

### **III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT**

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), stating, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

#### **IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION**

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

#### **V. INVESTIGATION AND RESOLUTION**

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate

that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

## **VI. OUTSIDE ADMINISTRATIVE AGENCIES**

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212  
U.S. Equal Employment Opportunity Commission 1.800.669.4000