EAST PALO ALTO CITY COUNCIL
REGULAR SESSION AGENDA

Tuesday, July 16, 2024, 6:30 PM
EPA Government Center
2415 University Avenue, First Floor
East Palo Alto, CA 94303

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, 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

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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: 850 9738 5370

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 The terms of the tentative agreement reached between the City of East Palo Alto and the East Palo Alto Police Officers' Association (POA) and the revised and Memoranda of Understanding (MOU) that reflects those agreements for Fiscal Year (FY) 2024-27

Recommendation:

Adopt a resolution approving:

1. The terms of the tentative agreement reached between the City of East Palo Alto and the East Palo Alto Police Officers' Association (POA) and the revised and Memoranda of Understanding (MOU) that reflects those agreements for Fiscal Years 2024-25 through 2026-27.

3.2 Interagency Agreement with West Bay Sanitary District

Recommendation: Adopt a resolution authorizing the City Manager to award to, negotiate, and execute an interagency agreement with West Bay Sanitary District, in a form approved by the City Attorney.

3.3 Plan to Establish an Advisory Committee to the Governing Body of the EPASD Subsidiary District.

Recommendation: Authorize the City Manager to submit to LAFCo the proposed plan to establish an advisory committee to the governing body of the EPASD subsidiary district.

3.4 Amendment of Code of Ethics and Conduct for Elected and Appointed Officials

Recommendation:

Adopt a resolution amending the City of East Palo Alto "Code of Ethics and Conduct for Elected and Appointed Officials" to establish a Council protocol for agenda setting.

3.5 Trash Capture Devices Installation Project (Capitol Improvement Project SD-08)

Recommendation:

Adopt a resolution authorizing the City Manager to award to, negotiate and execute a construction contract, in a form approved by the City Attorney, with United Storm Water, Inc., in the amount of $118,908.30, establish as 10% construction contingency in the amount of $11,890.83, for a total not-to-exceed

amount of $130,799.13, and authority to execute future change orders in an amount not-to-exceed the appropriated construction contingency to provide construction services for the Trash Capture Device Project ("Project").

3.6 Calling the November 5, 2024, General Municipal Election

Recommendation:

Adopt a Resolution:

1. Calling and ordering a Tuesday, November 5, 2024, General Municipal Election for the City of East Palo Alto, for the purpose of electing three members to the City Council; and
2. Authorizing the City Manager to enter into a service agreement with San Mateo County's Chief Election Officer to conduct the election.

3.7 Approval of Contract for Measure HH Pilot Workforce Development Program Final Evaluation

Recommendation: Adopt a resolution:

1. Authorizing the City Manager to award to, negotiate and execute a one-year contract with Informing Change, in a form approved by the City Attorney, in an amount not to exceed $120,000 to conduct a final evaluation of the Measure HH Pilot Workforce Development Program;
2. Finding 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; and
3. Appropriating additional funds in the amount of $45,000 from Measure HH Fund in the Fiscal Year 2024-25 Budget.

3.8 Adopt Annual Compensation Schedule for FY 2024-25

Recommendation: Adopt the Fiscal Year (FY) 2024-25 Compensation Schedule.

3.9 City Council Meeting Minutes

Recommendation:

Adopt the July 2, 2024, City Council Meeting Minutes.

4. CLOSED SESSION

4.1 CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6.) Unrepresented employee: City Manager.

5. PUBLIC COMMENT

6. INFORMATIONAL REPORTS

6.1 East Palo Alto Community Survey Highlights

Recommendation: Receive a presentation on the East Palo Alto Community Survey Highlights.

7. SPECIAL PRESENTATIONS

8. PUBLIC HEARINGS

8.1 Woodland Park Euclid Improvements Design Review Permit Amendment

Recommendation: 1. Approve the proposed design review permit amendment (DR24-001) and tree removal permit (TRP24-008) based on the findings, requirements and conditions of approval attached thereto and incorporated by reference; and
2. Finding that no subsequent or supplemental Environmental Impact Report is required pursuant to Section 15162 of the California Environmental Quality Act Guidelines.

8.2 FY 24-25 Inclusionary In-Lieu Fee Update

Recommendation: Adopt a resolution updating the Inclusionary Housing In-Lieu Fees for Fiscal Year 2024-25, to amounts of $273,400 for Ownership/For-Sale and $299,200 for Rental, or some other alternative approved by City Council.

8.3 Introduction of an Ordinance Amending the Salary for Members of the East Palo Alto City Council.

Recommendation: By motion, waive the first reading and introduce an ordinance amending Section 2.08.150 of the East Palo Alto Municipal Code increasing the salary for members of the East Palo Alto City Council.

9. POLICY AND ACTION

9.1

Pre-Application for a: 1) Conforming rezoning (Zoning Map Amendment) of a 2.11-acre portion of an existing 2.536-acre parcel at 1933 Pulgas Avenue from R-MD-1 Multiple-Family Medium Density Residential Subzone 1 to R-MD-2 Multiple-Family Medium Density Residential Subzone 2; 2) Tentative Tract Map to subdivide the 2.536-acre parcel into two 2.11-acre and 0.426-acre lots and further subdivide the former into 62 airspace condominium units and common areas for parking, open space and other shared amenities; and 3) Design Review permit to develop a 62 unit single-family attached (rowhouse) project in East Palo Alto, CA 94303. APN 063-492-280

Recommendation:

Review the Pre-Application (PRE24-001) for 1933 Pulgas Avenue and provide the following feedback to the applicant and City staff prior to formal application:

1. Zoning Map Amendment to rezone a 2.11-acre portion of an existing 2.536-acre parcel from R-MD Subzone 1 to R-MD Subzone 2.

2. Subdivision of the original 2.536-acre parcel into two lots followed by a condominium map for 62 rowhouses on the rezoned portion of the site.

3. Site Design and Architecture approval of the proposed rowhouse development

9.2 City Banner Program and Policy

Recommendation: Adopt a resolution approving establishment of a Banner Program and Policy as outlined in this report.

9.3 Approval of Ballot Argument Language for the Citizen Initiative

Recommendation: By motion, approve the ballot argument language as drafted by the ad hoc committee (Councilmembers Ruben Abrica and Carlos Romero), make any amendments thereto, and authorize staff or the ad hoc committee members to take all necessary steps to file the ballot argument with the County Elections Office.

10. COUNCIL REPORTS

11. ADJOURNMENT

Upcoming meetings:

Special Meeting	July 25, 2024	6:00 PM
Regular Meeting	September 3, 2024	6:30 PM
Regular Meeting	September 17, 2024	6:30 PM

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 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.

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: July 9, 2024

ATTEST:

James Colin
City Clerk

CONSENT ITEM 3.1

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Ana Maria Torres-Mondragon, Human Resources Manager
Irma Martinez, Human Resources Technician II

SUBJECT: Approve the Tentative Agreement and Memoranda of Understanding (MOU) between the City of East Palo Alto and East Palo Alto Police Officers' Association (POA) for Fiscal Years 2024-25 through 2026-27

Recommendation

Adopt a resolution approving terms of the tentative agreement reached between the City of East Palo Alto and the East Palo Alto Police Officers' Association (POA) and amend the Memorandum of Understanding (MOU) that reflects the agreement for Fiscal Years 2024-25 through 2026-27, including an amended three (3) year term, a cost of living increase (COLA) of 2.93% each fiscal year, a one-time lump sum of $2,000 in year one, and a Revenue Surplus Cost-Share in year three.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Ensure Our Financial and Organizational Health

Background

The Police Officers' Association (POA), represents City Police Officers and Sergeants pursuant to City Resolution No. 48-83 adopted on November 21,1983 for the regular full-time employees assigned to the classes set forth in the Memorandum of Understanding (MOU), except for those employees in confidential positions in those classifications, which are unrepresented, non-bargaining, restricted.

On February 22, 2024, the City hosted an informational meeting with all representatives from all

three (3) unions, including the Police Officers Association (POA), to share that the City would evaluate the market dynamics that have occurred since the robust 2020 Classification and Compensation study was completed, and share the updated benchmark cities to which the City compares classification and compensation. The informational meeting helped to ensure productive conversations and more importantly helped prepare the team for bargaining negotiations.

The current Memoranda of Understanding (MOU) with POA is set to expire on June 30, 2024. Accordingly, the City Bargaining Team initiated informational meetings in February to increase the likelihood the City and employee unions would come to an agreement by June 30, 2024.

The City Bargaining Team, and representatives of POA met and conferred in good faith regarding setting forth the wages, hours and other terms and conditions of employment for the members and, as of today, met numerous times. The tentative agreement brought forth to you today was voted on and passed by majority vote of the POA.

Analysis

Major components of the Tentative Agreement between the City and POA are provided below and are incorporated into the redline version of the MOU as noted on Attachment 1.

The table below provides a summary of major provisions and/or changes:

POA
**Also adding language cleanups*

Article	Provision	Change
31	Contract Term	Three (3) Years (July 1, 2024, through June 30, 2027)
9.1.1	Wages	COLA 2.93 % each year One-time lump sum of $2,000 in year one Revenue Surplus Cost-Share in year three
21.1.1	Premium, Bilingual Pay	$200/month (increase from $57.70 to $92.31 bi-weekly)

The MOUs between the City of East Palo Alto and POA are competitive agreements that reflect the City's desire to address challenging current and forward wage parity issues and includes a compensation package that will not only attract new talent but also retain existing employees.

The purpose of this staff report is to obtain City Council approval of wage, benefits, and language cleanup for represented and unrepresented staff.

Fiscal Impact

There is no budget amendment needed by this action. The cost associated with this action will be included in the future years 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, as the proposed action involves a collective bargaining agreement.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
    a. Exhibit A: POA Signed Tentative Agreement
    b. Exhibit B: Memorandum of Understanding POA Redline
    c. Exhibit C: Memorandum of Understanding POA Clean Version

RESOLUTION NO. XX– 2024

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

APPROVING THE TERMS OF A TENTATIVE AGREEMENT AND AMEND THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF EAST PALO ALTO AND THE POLICE OFFICERS' ASSOCIATION (POA) FOR FISCAL YEAR 2024-27

WHEREAS, the Police Officers' Association (POA), represents City Police Officers and Sergeants pursuant to City Resolution No. 48-83 adopted on November 21,1983 for the regular full-time employees assigned to the classes set forth in the Memorandum of Understanding (MOU), except for those employees in confidential positions in those classifications, which are unrepresented, non-bargaining, restricted; and

WHEREAS, the current Memoranda of Understanding (MOU) with POA is set to expire on June 30, 2024. Accordingly, the City Bargaining Team initiated informational meetings in February to increase the likelihood the City and employee unions would come to an agreement by June 30, 2024; and

WHEREAS, the City Bargaining Team, and representatives of POA met and conferred in good faith regarding setting forth the wages, hours and other terms and conditions of employment for the members and, as of today, met numerous times. The tentative agreement brought forth to you today passed by majority vote; and

WHEREAS, the MOU between the City of East Palo Alto and POA are competitive agreements that reflect the City's desire to address challenging current and forward wage parity issues and includes a compensation package that will not only attract new talent but also retain existing employees.

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. Approves the terms of a tentative agreement reached between the City of East Palo Alto and the East Palo Alto Police Officers' Association (POA) and the revised and amends the Memorandum of Understanding (MOU) that reflects this agreement for Fiscal Year (FY) 2024-27, with the following changes:

Article	Provision	Change
31	Contract Term	Three (3) Years (July 1, 2024, to June 30, 2027)
9.1.1	Wages	COLA (2.93% each year) One-time lump sum of $2,000 in year one Revenue Surplus Cost-Share in year three

3. Finds that 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.

PASSED AND ADOPTED this 16th day of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

DocuSign Envelope ID: 7650D9B0-3BC0-4DDB-87CD-4220355D1479

City of East Palo Alto proposal to POA
Distributed June 13, 2024
Proposal City Bundle – v7
Last, Best, and Final offer

For POA: _____ **For the City:** DocuSigned by: Brenna Rowe 36C47CCB5C01467... 7/2/2024

Mathew B. Taylor **Brenna Rowe**

The City is providing these proposed terms as a financial package that should be either accepted or rejected in its entirety. The City will consider proposals within the below stated economic limits to encourage continued collaboration but will not consider proposals at a higher cost than the below stated economic authority.

ARTICLE 31: Contract Term

TERM July 1, ~~2021~~ 2024 to June 30, ~~2022~~ 2027.

ARTICLE 9.1: Wages

9.1.1 COLA

- Effective the first full pay period in July 2024, salaries for all bargaining unit positions will be increased by 2.~~6~~ 93%.
  - Employees in this unit will receive a one-time payment of $2000 effective the first full payroll following July 2024 (pay period ending July 20, 2024, which is pay date July 26, 2024).
- Effective the first full pay period in July 2025, salaries for all bargaining unit positions will be increased by 2.~~6~~ 93%.
- Effective the first full pay period in July 2026, salaries for all bargaining unit positions will be increased by 2.~~6~~ 93%.

a. Revenue Surplus Cost-Share:

i. "If change in fund balance on audited General Fund financial statement exceeds $650,000, each POA bargaining unit member employed at the time will receive a 1% lump sum bonus.

ii. In addition, if change in fund balance on audited General Fund financial statement exceeds $2,000,000, each POA bargaining unit member employed at the time will receive an additional 2% lump sum bonus (a total of 3%)."

Highlight above reflects minor erroneous correction

21.1 Premium Pay

City agrees to provide qualified employees the following premium payments:

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21.1.1 Bi-lingual Pay: On recommendation of the Chief of Police and approval of the City Manager, payment of two hundred dollar per month ($92.31~~100~~ bi weekly) ~~one hundred and twenty-five dollars ($125.00) per month ($57.70 bi-weekly)~~ will be paid to eligible personnel who are required to use their bilingual Spanish skills in the performance of their duties with members of the public ~~in a language other than English~~. Selection of the language shall be by the City, and all personnel receiving the differential must be certified as proficient by the City. Employees may request the approval of additional languages based on City needs. Each language request will be reviewed by the Chief of Police and City Manager. The certification request process may occur twice a year (June and December).

ARTICLE 13: HOLIDAYS

13 .4 Employees may make an irrevocable election to cash out up to ~~forty-eight (48)~~ sixty (60) hours in total of Holiday Leave in the first pay period of December each year, to be paid out the following year in the last pay period of June and/or December.

13.5 Employees may accrue a maximum of ~~ninety-six (96)~~ one hundred twenty (120) hours of holiday leave. Once employees have reached the maximum, they will no longer accrue Holiday Leave.

13.6 Holiday leave will be cashed out (at the employee's salary rate before promotion) upon promotion.

13. 7 Employees required to work on a holiday which is not their regularly scheduled workday will be paid overtime consistent with Section 15.2 of this MOU.

~~13.8 Employee may cash-out an additional twelve (12) hours of Holiday Leave per pay period; however, the employee is required to make the request two weeks prior to the pay period in which they desire to receive the cash-out. This is subject to written pre-approval by the Chief and or designee.~~

ARTICLE 15: OVERTIME

15.4 Overtime shall be placed in a compensatory time off (CTO) account or paid in the pay period in which earned at the discretion of the Chief of Police or his/her designated representative. The maximum allowable balance in the CTO account shall be 175 hours. Employees will not be permitted to accrue additional CTO over the 175 hour cap. In the event that an employee accrues more than 175 hours, any hours in excess of 175 will be paid out no later than the next full pay period. CTO will be cashed out (at the employee's salary rate before promotion) upon promotion.

15.5 When an employee wishes to take compensatory time off and requests time off at least ninety-six hours prior to the time such hours would be taken off, the Chief of Police will make every effort to comply with the employee's request. Approval of this request is subject to a determination by the Chief of Police of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without pay and granted pursuant to the City Policies and Procedures.

15.6 All unused hours in the compensatory overtime account shall be cashed out in the last full pay period including December at the employee's regular rate of pay.

The City rejects POA proposals:

1. Proposal 2 - Night Time Differential

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EAST PALO ALTO
AND
EAST PALO ALTO POLICE OFFICERS' ASSOCIATION

Three Year Agreement (July 1, 2024 through June 30, 2027)

PREAMBLE

Having met and conferred in good faith pursuant to the provisions of Government Code Section 3500-3510 the City of East Palo Alto (hereinafter referred to as "CITY") and the Police Officers Association (hereinafter referred to as "ASSOCIATION") have agreed upon this memorandum of understanding ("MOU").

It is the general purpose of this MOU to promote the mutual interest of the City and its employees and to establish rates of pay, and certain other terms and conditions of employment.

ARTICLE 1: RECOGNITION

1.1 Union Recognition

1.1.1 Pursuant to the provisions of the City Employer-Employee Relations Resolution #48-83 and applicable State law, the City of East Palo Alto hereby recognizes the Police Officers Association as the certified majority representative of the employees in each of the classifications listed below:

- Police Officer
- Police Sergeant

1.1.2 The term "employee" or "employees" as used herein shall refer only to individuals employed by the City (excluding temporary and/or contracted) as well as such classes of employees as may be added hereafter through the provisions of the City Employer-Employee Relations Resolution or applicable State law.

1.1.3 The Association agrees to provide the City with a list of Association Officers and representatives who are authorized to meet and confer in good faith or to represent other employees. The Association shall also provide the City with a list of all authorized paid representatives. These lists shall be kept current by the Association.

1.2 Employer Recognition

The City Manager or his/her designee is the representative of the City in employer-employee relations, pursuant to the Employer-Employee Resolution# 48-83 adopted November 21, 1983.

ARTICLE 2: NON-DISCRIMINATOIN

The provisions of this MOU shall be applied equally to all employees covered hereby. Neither the City nor the Association shall unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, disability, or religious or political opinion or affiliation or legitimate Association activity. In addition, to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person(s) from performing the essential functions and duties of the classification.

ARTICLE 3: RIGHTS OF PARTIES

3.1 Management Rights

3.1.1 The City retains, among other management rights, the exclusive right to determine methods, means, and personnel by which City government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

3.1.2 The City also retains the sole right to administer the Human Resource System, to classify or reclassify positions, add or delete positions or classes to or from the authorized strength and Compensation Rate Schedule; to establish standards for employment, promotions, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause to establish work schedules and work assignments, contract out work, transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The City retains the right to be the sole judge, subject to its Personnel Rules and Regulations, of the qualification and competence of its officers and employees.

3.1.3 The City reserves the right to take whatever action may be necessary in an emergency situation.

3.1.4 This section is not intended to restrict consultation with employees or employee representative_ about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

3.2 Employee Rights

3.2.1 Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, unduly influenced or discriminated against because of his/her exercise of these rights.

3.2.2 Management employees shall not represent non-management employees on matters within the scope of representation. Confidential employees shall not represent non-confidential employees on matters within the scope of representation. This provision does not otherwise limit the right of confidential employees to be members of and to hold office in employee organizations of their choice.

3.3 Association Rights

City employees who are Official Representatives or Unit Representatives of the Association shall be given reasonable time off with pay to attend meet-and-confer sessions with Management Representatives, or to be present when unit member grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Personnel Officer. Whenever possible, such employee representatives shall make a request for excused absence to the Police Chief or his or her designated representative at least two 2 calendar days prior to the scheduled meeting. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

ARTICLE 4: ASSOCIATION SECURITY

4.1 (a) An employee may at any time execute a payroll deduction authorization form ("Deduction Authorization Form") as furnished by the Association. The Association will be the custodian of record for Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made ("Certified List").

(b) The City will direct employee requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to the Association. The Association shall not be required to provide the City a copy of the Deduction Authorization Form unless a dispute arises about the existence or terms of the authorization. However, the Association will provide the City with a Certified List with sufficient information to allow the City to identify the appropriate level of deduction for each member.

(c) The City will deduct membership dues and insurance premiums from employees in the above-mentioned classifications in the first full payroll period after receipt of the Deduction Authorization Form from the Association.

(d) Deductions may be revoked only pursuant to the terms of the member's written authorization. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association.

(e) Consistent with state law, the Association shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Association's Certified List or a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by the Association regarding changes or cancellations to the deduction authorization.

4.2 New Hire Orientation

(a) Within five (5) days of hiring a new Bargaining Unit employee, the City will notify the Association in writing of such employment, giving the following information for the new employee: name; date of hire; and job classification. The City will provide the following if the employee has provided this information: home or personal cellular telephone number; personal email address; and mailing address.

(b) During the Department's new hire orientation process, the Department will give the Association access to the employee during their normal work hours, in coordination with the Administrative Sergeant.

4.3 An Employee who is a member of the Association's bargaining team and who attends the regularly scheduled bargaining sessions between the City and the Association shall receive release time conditioned on the following:

4.3.1 Release Time: Means the release from regularly scheduled duty to attend with pay bargaining sessions between the City and the Association's bargaining team during on-duty-time. Release time is time worked.

4.3.2 Hours Eligible for Release Time: Means only those hours scheduled and actually spent in bargaining sessions between the City and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.

4.3.3 Each POA bargaining team member shall notify his/her supervisors of the scheduled time, date and place of the bargaining session between the City and the Association as soon as a session is scheduled and shall re-notify the supervisor at least 72 hours in advance of the bargaining session.

4.4 Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session ends when either the City or Association indicates the meeting is over.

4.5 The City shall provide an aggregate of up to ten (10) days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the Police Chief or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work assignment or cause overtime. The City shall establish a release time bank for the Association's elected officers. Bargaining unit members may contribute vacation or Compensatory Time Off (CTO) time in full-day increments to the release time bank. This leave will be converted to release time on an hour-for-hour basis. The Association shall designate elected officers who may use the time in the release time bank. Release time shall continue to be at the discretion of the supervisor and shall not be permitted if its use would incur overtime.

ARTICLE 5: BULLETIN BOARDS

5.1 The City shall provide designated bulletin board space on existing bulletin boards for the Association, the size and location to be determined jointly by departmental management and the Association. All materials to be posted must be non-defamatory in nature, must be approved, dated, and signed by an Association official and shall be for the benefit of the membership. Appropriate postings include, but are not limited to the following subjects:

1. Association recreational, social and related news bulletins;

2. Scheduled meetings;

3. Information concerning Association elections or the results thereof; and

4. Reports of official business of the Association, including reports of committees or the Board of Directors.

5.2 Materials posted on the bulletin board shall be removed consistent with Departmental Policy.

5.3 In cases where the Association shares space with employees of another bargaining group, in whole or part,

the space described above will become the bulletin board space for employees represented by each bargaining group. In the event that there is insufficient bulletin board space for both unions, the parties shall meet to discuss appropriate allocation of space.

ARTICLE 6: REOPENER ON HEALTH AND WELFARE

6. 1 Benefits Committee

During the term of this MOU, the City and Unions shall convene the Benefits Committee for the following purposes:

1. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in City plans,
2. To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to participate into benefit insurance cost structure, and
3. The Benefits Committee will commence no later than September 30, 2022. The Committee will be composed of City labor representatives, not to exceed four (4) representatives and four (alternates) from each participating labor organization and four (4) City representatives. These names will be provide to the City no later than August 31, 2022.
4. Any changes to sworn members' benefits must be consented to by the POA and made in writing, through the meet and confer process.

6 Retiree Medical Trust

6.2.1 During the term of the MOU, the POA may enter into an agreement to participate in an established Retiree Medical Trust with no City contribution.

6.2.2 The City will not be signatory to the trust and its responsibilities will be limited to deducting employee contributions and remitting funds to the trust.

ARTICLE 7: MEDICAL AND DENTAL COVERAGE

7.1 Medical Coverage

7.1.1 Employee Coverage:

The City agrees to provide a medical insurance plan or plans (if more than one is available) for eligible employees covered by this bargaining unit. For those employees electing to have employee-only coverage under the City's existing medical plans, the City shall contribute up to the full cost of the employee-only level based on the Kaiser Permanente HMO 8747A premiums. Eligible employees may select coverage from among the available options. Any premiums in excess of the Kaiser Permanente HMO 8747A plan will be paid by the employee.

7.1.2 Dependent Coverage:

A. Employees may insure their eligible dependents (including registered domestic partners) under the medical plans provided by the City, in accordance with the rules and regulations applicable to obtaining said dependent coverage.

B. The City shall contribute up to eighty percent (80%) of the premium of the Kaiser

Permanente HMO 8747A medical plan for those employees electing to have dependent medical coverage under the City's existing medical plans. The employee shall be responsible for the remaining premium for the selected medical coverage, payable through bi-weekly payroll deductions.

7.2 Dental Coverage

7.2.1 Employee Coverage:

A The City agrees to provide a dental insurance plan or plans (if more than one is available) for its employees covered by this bargaining unit. The City shall contribute the full cost of the employee-only level for the dental plan selected by the employee. The contributions are based on regular full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time equivalent.

B. Maximum Delta Dental payout per calendar year shall be $2,000.

C. Co-payment for Crown and Cast Restoration, and Prosthodontic benefits shall be 80/20; with the twenty percent (20%) share the responsibility of the employee.

7.2.2 Dependent Coverage:

A. Employee may insure their eligible dependents (including registered domestic partners as defined by State law) under the dental plan(s) in accordance with the rules and regulations applicable to obtaining said dependent coverage.

ARTICLE 8: MEDICAL & DENTAL INSURANCE COVERAGE DURING LEAVES OF ABSENCE

Employees who are placed on unpaid or paid leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the City contribution toward medical and dental plan coverage for a leave as required by state and federal law. Premium amounts exceeding the City contribution and for dependents shall be the responsibility of the employee during the leave period. The City will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

ARTICLE 9: WAGES & RETIREMENT

9.1 Wages

9.1.1 COLAS.

- Effective the first full pay period in July 2024, salaries for all bargaining unit positions will be increased by 2.93%
  - Employees in this unit will receive a one-time payment of $2000 effective the first full payroll following July 2024 (pay period ending July 20, 2024, which is pay date July 26, 2024).
  -
- Effective the first full pay period in July 2025, salaries for all bargaining unit positions will be increased by 2.93%.

Effective the first full pay period in July 2026, salaries for all bargaining unit positions will be increased by 2.93%.

a. Revenue Surplus Cost-Share:

i. "If change in fund balance on audited General Fund financial statement exceeds $650,000, each POA bargaining unit member employed at the time will receive a 1% lump sum bonus.

ii. In addition, if change in fund balance on audited General Fund financial statement exceeds $2,000,000, POA bargaining unit member employed at the time will receive an additional 2% lump sum bonus (a total of 3%)."

9.2 Step Increases

9.2.1 Employees initially appointed to the first step of the salary range of their classification shall be entitled to a merit increase to the next higher step in the pay range upon successful completion of six (6) months of actual initial or promotional probationary service, so long as they receive a satisfactory performance evaluation. The date of such increase shall be the first full pay period following the evaluation date.

9.2.2 Employees may be appointed to any step in the salary schedule for their classification as recommended by the Chief of Police and approved by the City Manager. Employees appointed to the second step and above are eligible to receive a merit increase the first full pay period following successful completion of twelve (12) months of actual service, so long as they receive a satisfactory performance evaluation.

9.2.3 Each twelve (12) months of actual service after the evaluation date, each employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step (effective the first full pay period following the evaluation date) until the top step of the pay range for the job class has been reached. An employee shall not receive a merit increase beyond the maximum steps established for the job classification.

9.2.4 For purposes of this section, an employee who has not received any performance evaluation as of the evaluation date shall be deemed to have received a satisfactory performance evaluation effective the evaluation date. However, the evaluation must still be completed in a timely manner. Nothing in this section shall limit the employer's ability to take disciplinary or other

action for performance issues which occur during a time period when no performance evaluation was completed.

9.3 Effect of Promotion, Demotion or Transfer on Salaries

9.3.1 Pay Following Promotion

An employee promoted to a higher-paid classification shall be assigned to the first step in the new pay range or at the step which equals no less than a five percent (5%) increase over his/her

current base pay rate, whichever is more, provided the maximum pay step for the new range is not exceeded.

9.3.2 Pay Following Demotion

An employee involuntarily demoted to a lower-paid classification shall be assigned to a step in the new pay range recommended by the Chief of Police and approved by the City Manager. An employee voluntarily demoted shall be paid at the step of the new pay range closest to the employee's base pay in the higher-paid classification, but not exceeding the maximum step in the range.

9.3.3 Pay Following Transfer

An employee transferred to a position within the same classification or to another classification with the same pay range shall retain the same rate of base pay and the same evaluation date. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

9.4 Working Out of Classification

An employee who is officially designated by their department head and approved by the City Manager to perform all, or substantially all, of the duties of a higher paid classification, shall be paid at the step of the higher pay range or at the first step which is not less than five percent (5%) more than his/her current base rate after a full shift served in the higher paid classification.
Once an employee has worked in the acting assignment for a full shift , he or she shall be entitled to acting pay for the entire length of the assignment, retroactive to the first day of the assignment, including applicable overtime. However, overtime shall not be paid for employees Working Out of Class in FLSA exempt assignments

Example 1: Employee 1 is a Police Officer assigned to work out of class as a Sergeant for a full shift on Employee 1's regular day off. Employee 1 will be paid at the step of a Sergeant pay range which is not less than five percent (5%) more than his/her current base rate, including overtime for hours worked in an overtime capacity.

Example 2: Employee 2 is a Sergeant assigned to work out of class as a Commander for a full shift. Employee 2 will be paid at the step of the Commander pay range which is not less than five percent (5%) more than his/her current base rate, but will not earn overtime when acting as a Commander.

9.5 Shift Changes

The Chief of Police shall post shift changes fourteen (14) days in advance of such change, subject only to exigent circumstances as determined by the Chief of Police or his/her authorized designee. Said exigent circumstances shall be explained to affected personnel in writing and/or posted where such notices are customarily located in the department.

9.6 Retirement

Tier 1

Employees who do not meet the definition of "new employees," as defined by the Public Employees' Retirement System (PERS) shall be subject to the 3% @ 55 retirement formula. Tier **1** Employees will continue to pay the employee contribution of 9%.

Tier2

For new employees, as defined by the Public Employees' Retirement System {PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for

Local Safety Members, with a 2.7% at age 57 retirement formula based upon an average of the three (3) highest years of compensation. Employees will pay the full employee contribution (50% of the Normal Cost of the benefit).

9.7 Timesheets

It is the employee's responsibility to fill out their own timesheet. If an employee is unable to fill out his/her timesheet in person, that employee shall communicate with his/her supervisor who (upon authorization from the employee) will fill out the timesheet for that employee. If a member neglects to fill out his or her timesheet, their paycheck may be incorrect and will not be resolved until the payroll period after the employee submits an accurate timesheet and notifies the Department of the error.

9.8 Overpayments

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Such Notice will include the Option for the employee either to make payment through payment/deduction in a lump sum or through biweekly deductions over a specified timeframe. Employees shall be granted at the minimum, the same number of pay periods for repayment as occurred during the overpayment. In the event the repayment constitutes an excessive burden on the employee, he/she shall be permitted the opportunity to meet with the city to develop a mutually agreeable repayment plan.

Following notice to the overpaid employee, the employee shall have five (5) days in which to submit in writing a request for a grace period for repayment. No grace period shall be allowed for an overpayment of five hundred dollars ($500.00) or less. The grace period shall not exceed two (2) pay periods. The City shall not unreasonably deny a request for a grace period.

If an overpaid employee does not make a written request for a grace period as set forth in this section, or at the expiration of the grace period, the overpaid monies shall be repaid to the City via biweekly deductions pursuant to the Option selected by the employee. If the employee has not selected a repayment Option, repayment shall be made over the time period the City deems appropriate.

Upon separation of employment, the overpaid employee's grace period is automatically terminated, and any remaining amounts of overpayments shall be deducted from the separated employee's final paycheck.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Grievance Defined

A grievance is defined as an allegation by an employee, group of employees, or the Association that the Employer has failed to provide a condition of employment as required by Memorandum of Understanding, written departmental rules, or written City Rules and Regulations, provided that the enjoyment of such right is not made subject to the discretion of the Police Chief or the City by terms of Memorandum of Understanding or lawt and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

10.2 Grievance Procedure

Step 1. Informal Discussion.

An employee shall discuss the act in dispute with his/her immediate supervisor no later than seven (7) calendar days after the event giving rise to the dispute, or no later than seven (7) calendar days after the employee knew or reasonably should have known of the event giving rise to the grievance. The Supervisor shall give the employee an oral reply within fifteen (15) calendar days after the discussion. If the employee is

not satisfied with the response, he/she may proceed to Step 2.

Step 2. Division Head.

Any dispute not resolved at Step **1** may be submitted to the Division Head in writing, citing the specific provision of this Agreement in dispute and setting the desired solution within fifteen (15) calendar days after the Supervisor's response. A copy shall be provided to the Immediate Supervisor and the Personnel Officer. Within fifteen (15) calendar days thereafter, a meeting shall be scheduled with the employee by the Division Head.2..who shall attempt to resolve the matter. The Division Head shall give the employee a written reply within fifteen (15) calendar days after such meeting and shall file a copy with the Personnel Officer. If the employee is not satisfied with the response, he/she may proceed to Step 3. Employees who are supervised directly by Chief of Police shall by-pass Step 2 and proceed directly to Step 3.

Step 3. Chief of Police.

Any dispute not resolved at Step 2 may be submitted in writing to the Chief of Police within fifteen (15) calendar days of the division head's response, with a copy to the Immediate Supervisor and the Personnel Officer. Within fifteen (15) calendar days thereafter, a meeting shall be scheduled with the employee by the Chief of Police, who shall attempt to resolve the matter. The Chief of Police shall give the employee a written reply within fifteen (15) calendar days after the meeting and file a copy with the Personnel Officer. If the employee is not satisfied with the response, he/she may proceed to Step 4.

Step 4. Final Level of Review.

If the POA is not satisfied with the Chief of Police's response, it may appeal the dispute to advisory arbitration in writing within fifteen (15) calendar days after the date of the Step 3 response. Within ten (10) calendar days of the appeal, the parties shall meet to select an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator, the parties shall jointly request a list of seven (7) labor arbitrators from the California State Mediation Service and shall alternately strike names until only one name remains. If the City and the Association cannot agree within five (5) calendar days after receipt of such list on one of seven (7) persons to act as the arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the arbitrator. The party making the first strike shall be determined by a flip of a coin.

Costs for the arbitration (including the cost of the list, arbitrator fees, and any court reporter) shall be shared equally by the parties. The parties shall each pay for their own representative. The decision of the arbitrator shall be advisory to the City Manager. The City Manager or designee shall have ten (10) calendar days after the service of the decision to notify the Union of his decision either to adopt or revoke the decision of the arbitrator. If the City Manager or designee takes no action within the ten (10) calendar day period, the City Manager shall be deemed to have adopted the decision. A decision adopted by the City Manager or designee will be final and binding upon the parties. A decision revoked by the City Manager or designee shall be deemed to have no effect and the Step 3 reply shall be final and binding upon the parties.

ARTICLE 11: LEAVES

11.1 Sick Leave

11.1.1 Intent

Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, family illness and injuryt and as an income supplement to Workers'

Compensation payments. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity as described herein. Employees shall not be entitled to sick leave for sickness or injury during leave of absence without pay. This section is intended to be interpreted in a manner consistent with the provisions of the Family Medical Leave Act and the California Family Rights Act.

11.1.2 Accrual

Full-time, regular and probationary employees shall accrue sick leave at the rate of three and seven-tenths (3.7) hours per bi-weekly pay period of actual service. Part-time, regular employees who customarily work at least twenty (20) hours per week shall receive a pro-rated sick leave accrual based on actual hours worked each bi-weekly pay period.

11.1.3 Employees may accumulate and carry over the full amount of unused accrued sick leave from calendar year to calendar year. There shall be no upper limit on the accumulation of sick leave.

11.1.4 Use of Sick Leave

A. Off-duty employees who become sick or injured and unable to report to work must notify the Department no later than one (1) hour prior to their next scheduled shift.

B. Employees shall report their sick leave status to their on-duty supervisor, or in his/her absence, to the Watch Commander. The Supervisor receiving the notification shall complete an "Absentee Report" form and insure that form is forwarded to the appropriate Commander or Supervisor.

C. Employees who become sick while on duty, not related to their work, and are unable to continue working shall notify their immediate supervisor prior to going home. The supervisor shall notify the Division Commander and complete an Absentee Report.

D. When a supervisor has a reasonable suspicion of sick leave abuse or for employees who have been on sick leave for more than three (3) consecutive calendar days they are required to present written verification of inability to work signed by a treating physician or other health care provider to their immediate supervisor upon returning to work. The written verification must also include a release for the employee to return to work, together with any restrictions. That Supervisor shall attach the medical verification to the completed Absentee Report form and forward both to the Administrative Division. The City reserves the right to determine whether it can reasonably accommodate the employee's work restrictions.

E. Employees may use sick leave for the illness or injury of a member of the employee's immediate household.

11.2 Bereavement Leave

11.2.1 Bereavement Leave

Employees shall be entitled up to three (3) calendar days of paid leave for an occurrence of death

or serious illness or accident determined to possibly lead to death in the immediate family; five (5) calendar days if out of state. Additional days may be approved by the City Manager and charged to the employee's available unused leave. This leave shall not be accumulated and is in addition to sick leave and vacation benefits except where additional time off is taken as provided above. Request for funeral/emergency leave must be in writing, state the relationship of the family member, and be approved in advance by the Chief of Police and City Manager. In special emergencies, an employee may request formal approval after the fact; if approved, leave records shall be adjusted accordingly. Death following a serious illness shall generally be regarded as one (1) occurrence; however, the Chief shall be responsible for recommending otherwise when, in his/her judgment, the nature or severity of the illness and/or lapse of time warrants.

11.2.2. Immediate Family

Immediate family shall mean the following: related by blood, marriage or adoption: spouse, child, parent, sister, brother, unole, aunt, nephew, niece, grandparent, grandchild, and cousin. Immediate Family shall also include registered domestic partners.

11.3 Disability Leave

11.3.1 Sworn Police Unit personnel who are unable to work due to an injury or illness arising out of and in the cause of his/her duties which is declared to be compensable under the State of California Workers' Compensation Law, shall be granted industrial disability leave and temporary disability benefits in accordance with Section 4850 of the California Labor Code.

11.3.2 Employees on an extended leave of absence for 4850 (medical), sick leave, FMLA, or Administrative Leave shall be assigned to the Professional Standards Unit (PSU) and be considered working a Day shift Monday through Friday administration schedule (either 80-hours or 84-hours consistent with their schedule prior to being placed on leave) after their first full pay period of absence.

Employees on an 80-hour workweek schedule will be scheduled as 8am-4pm, Monday through Friday.

Employees on an 84-hour workweek schedule will be scheduled as 8am-4pm on Monday, Thursday and Friday. On Tuesday and Wednesday, they will be scheduled as 8am-5pm to give them the 84 hours per pay period.

11.4 Military Leave

11.4.1 Military leave shall be granted by the City in accordance with the provisions of State and Federal Laws and there may be a deduction for any military compensation that the employee receives for service during the period that he is receiving full pay from the City, to the extent permitted by law. All employees taking military leave shall give the City an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

11.4.2 An employee returning from military leave may be required to pass a medical examination to be paid by the City, and shall be required to submit proof of actual service before returning to work.

11.4.3 This provision will sunset and be deleted from this MOU once the parties reach agreement on a City Policy covering this issue.

11.5 Leave of Absence

11.5.1 When determined to be in the best interests of the employee and the City, the City Manager may approve a leave of absence without pay for a regular or probationary employee for a period up to six (6) months. Such leave is a privilege, not a right, and must be requested in writing by the employee, stating the reason and requested dates, and must be recommended by the Chief of Police. The request shall include the address and the phone number where the employee may be contacted during the leave, if approved.

11.5.2 Leave for one **(1)** calendar week or less may be granted by the Chief of Police upon his/her determination that such leave is justified.

11.5.3 Employee benefits shall not be continued during leave in excess of one **(1)** calendar week unless any insurance contract provisions permit and the employee agrees in writing to pay the total monthly cost or a portion thereof, as appropriate, by a method satisfactory to the Finance Director. Benefits not paid as agreed shall terminate. Employees on leave of absence without pay in excess of one (1) calendar week shall not accrue leave nor service credit, but shall retain unused accruals as of the date leave began. Employees on leave in excess of thirty (30) calendar days shall return City property as set forth in Section 3.13.06 of the Personnel Policies and Procedures.

11.5.4 An employee returning to the same classification from which he/she took leave shall be paid at the current rate in the same step and range of the class in which employed.

11.5.5 An employee on leave shall confirm in advance of the leave expiration date his/her intention to return. An employee who fails to report promptly at the expiration of his/her leave without sufficient cause shall be subject to disciplinary action and possible termination of his/her right to continued employment. A leave of absence may be revoked by the City Manager upon a determination that the reason for leave was not stated and did not serve the City's best interests.

ARTICLE 12: VACATION

12.1 Vacation Accumulation

An employee with less than ten (10) years of consecutive City service shall not accumulate more than two-hundred and eighty-eight (288) hours of vacation. An employee with more than ten (10) years of consecutive City service shall not accumulate more than three-hundred and twenty (320) hours of vacation. Once the accrual cap is reached, an employee will not accrue any additional vacation until he or she reduces the accumulated hours below the accrual cap, either through usage or cash out. An employee shall receive reasonable notice of the amount of accumulated vacation leave in advance of each anniversary date.

The Chief of Police shall give employees reasonable advance notice if vacation leave will conflict with the department needs and shall advise the City Manager if vacation denial is the reason for employee's deferral request. Requests for deferring vacation use must be presented to the City Manager prior to the start of the vacation unless the vacation is cancelled by the Department, in which case the deferral request must be presented to the City Manager within thirty (30) calendar days after the vacation was originally scheduled to start. In granting deferred vacation, the City Manager may specify a time within which such excess vacation leave must

be used.

12.2 Crediting Vacation

Full-time employees, excluding seasonal and temporary, shall be credited with vacation as follows:

Minimum Continuous Service	Amount of Vacation Earned Annually
0-4.99 years:	80 hours (3.08 hrs bi-weekly)
5-9.99 years:	120 hours (4.62 hrs bi-weekly)
10-14.99 years:	160 hours (6.15 hrs bi-weekly)
15-plus years:	200 hours (7.69 hrs bi-weekly)

12.3 Use of Vacation

The time at which an employee may use vacation leave and the amount to be taken at any one time shall be determined by the Chief or designee with particular regard for the needs of the City and, insofar as possible, considering the wishes of the employee. Except in unusual circumstances, use of vacation leave shall be scheduled and approved in advance of the first day of absence. Approval of use of vacation leave shall be in a form and manner prescribed by the Personnel Officer. Said approval of vacation leave shall not be unreasonably withheld.

In addition, the Chief or designee may require any unit member to use up to two weeks of vacation for operational reasons, including the good of the Department. Unlike other paid leaves, mandatory vacation under this paragraph shall be deemed hours worked for overtime purposes.

12.4 Vacation Cash out

Members of the bargaining unit may make an irrevocable election to cash out vacation during the month of December each year. To qualify for vacation cash out, an employee must have more than eighty (80) hours of accrued vacation. Bargaining unit members may cash out up to a maximum of eighty (80) hours of vacation, so long as the member maintains a balance of at least eighty (80) hours. Elections will be cashed out in December the following year.

12.5 Work During Vacation

Employees shall not work for the City or be called back during vacation leave except in an emergency as determined by the Chief of Police and approved by the City Manager. An employee required to work shall not be charged for leave and shall be compensated as if working on his/her regular schedule.

ARTICLE 13: HOLIDAYS

13.1 The City recognize the following thirteen (13) holidays (note: holidays are recognized on the identified dates, even if they fall on a weekend):

Holiday	**Date Recognized**
New Year's Day	January 1st
Martin Luther King Birthday	3rd Monday in January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday in February
Cesar Chavez Day	last Monday in March
Memorial Day Juneteenth	last Monday in May June 19

Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

13.2 Each bargaining unit employee in paid status the day before and the day after a recognized holiday will receive eight (8) hours of Holiday Leave for that holiday. Holiday Leave will be credited in the pay period in which the holiday falls.

Example: Christmas Day falls on a Saturday. For purposes of this MOU, the holiday is recognized on that day, even though City Hall may be closed on the preceding Friday. Each bargaining unit member will be credited eight (8) hours of Holiday Leave during the pay period in which Christmas Day falls.

13.3 Holiday Leave is paid time off and may be scheduled in the same manner as an employee schedules vacation. Any bargaining unit member who is not required to work on a designated holiday may use Holiday Leave, Vacation, CTO, or other discretionary leave to cover the holiday.

Example: An officer assigned to CID is not required to work on Thanksgiving Day. The Officer has a bank of twenty (20) hours of Holiday Leave. The Officer may use ten (10) hours of Holiday Leave or other discretionary leave to cover that absence.

13.4 Employees may make an irrevocable election to cash out up to sixty (60) hours in total of Holiday Leave in the first pay period of December each year, to be paid out the following year in the last pay period of June and/or December

13.5 Employees may accrue a maximum of one hundred twenty (120) hours of holiday leave. Once employees have reached the maximum, they will no longer accrue Holiday Leave.

13.6 Holiday leave will be cashed out (at the employee's salary rate before promotion) upon promotion.

13.7 Employees required to work on a holiday which is not their regularly scheduled workday will be paid overtime consistent with Section 15.2 of this MOU.

13.8 Detectives

Detectives are not regularly scheduled to work on designated holidays. However, individual detectives may request to work specific holidays. Except where exigent circumstances preclude it (e.g., the sudden availability of a witness), such request shall be made no more than two weeks prior to the date of the holiday. The Commander will determine whether to authorize work on the holiday. Work on a requested holiday shall be paid at straight time. Nothing in this section affects the Department's existing ability to reassign or callback employees on designated holidays.

ARTICLE 14: LEAVE DONATION

14.1 Employees shall be eligible to participate as donors and recipients in the leave donation program, which

provides a mechanism for assisting employees who have exhausted paid leave due to a catastrophic illness or injury. This program allows a regular City employee represented by the Association to donate, on an hour-for-hour basis, accrued vacation, or Compensatory Time Off hours to a specific, eligible employee who has exhausted his/her own available leave balances. Catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or similarly debilitating illness or injury of the employee's immediate family member who has a catastrophic illness or injury (as verified by a physician's statement).

14.2 To receive leave donations, an employee:

14.2.1 Must have been employed in a regular position for a minimum of one year; and

14.2.2 Must be absent from work due to his/her own catastrophic illness or injury for more than twenty (20) consecutive days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

14.2.3. Must have exhausted all earned leave balances (including sick leave (if related to the employee's own illness), vacation, overtime and CTO accruals. However, the Personnel Officer may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balance indicate the probable exhaustion of balances within two pay periods.

14.3 Donations:

1. Are voluntary;
2. Are made from accrued vacation and/or CTO balances;
3. May not be made through_donation of sick leave;
4. Must be for a minimum of eight (8) hours, in whole hour increments;
5. Are irrevocable, and
6. Are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

14.4 Donations shall be processed in the order received. However, a donor's leave shall not be reduced until the recipient actually uses the leave. Unused donations shall remain with the donor.

14.5 An employee may not donate more than eighty (80) hours to any other individual employee.

14.6 The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the Personnel Officer.

14.7 Upon approval of a request for donations, the Personnel Officer (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice.

14.8 Nothing in this section shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. Neither shall this section modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.

14.9 This provision will sunset and be deleted from this MOU once the parties reach agreement on a City Policy covering this issue.

ARTICLE 15: OVERTIME

15.1 The City shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications represented by the Association when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.

Employees working in exempt positions (either as a regular assignment or when working out of class) shall not qualify for overtime.

15.2 Except as provided below, overtime for eligible employees shall be defined as follows:

15.2.1 For employees assigned to a 12/84 work schedule, work in excess of eighty-four (84) hours in a fourteen (14) day work period, exclusive of stand-by and call-back pay.

15.2.2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by and call back pay, provided, however, such law enforcement personnel in attendance at the P.O.S.T or F.B.I academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the City. For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

15.2.3 For the purpose of computing overtime, all regularly scheduled work hours, including paid leave time, shall be considered time worked.

15.3 Overtime is compensable at the rate of time and one-half the regular hourly rate, computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).

15.4 Overtime shall be placed in a compensatory time off (CTO) account or paid in the pay period in which earned at the discretion of the Chief of Police or his/her designated representative. The maximum allowable balance in the CTO account shall be 175 hours. Employees will not be permitted to accrue additional CTO over the 175 hour cap. In the event that an employee accrues more than 175 hours, any hours in excess of 175 will be paid out no later than the next full pay period.
CTO will be cashed out (at the employee's salary rate before promotion) upon promotion.

15.5 When an employee wishes to take compensatory time off and requests time off at least ninety-six hours prior to the time such hours would be taken off, the Chief of Police will make every effort to comply with the employee's request. Approval of this request is subject to a determination by the Chief of Police of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without pay and granted pursuant to the City Policies and Procedures.

15.6 All unused hours in the compensatory overtime account shall be cashed out in the last full pay period including December at the employee's regular rate of pay.

15.7 Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.

15.8 When an employee is off duty, not on standby, and called back to work, said employee shall be given credit for at least four (4) hours of work time.

15.9 Court Standby

Sworn employees off-duty and under subpoena for a criminal case shall receive 2 hours of overtime standby pay at the rate of time and one-half of the employee's straight time rate of pay (including premiums expressed as a percentage of base pay) if they are off-duty during the entire time court is in session. For the purpose of this issue, court is deemed to be in session starting at 9 am and concluding at 5 pm. Members placed on standby status by the district attorney are required to have the subpoena renewed after five court days if they are still on stand-by status.

Members under subpoena in a civil matter must require the Attorney of record on the subpoena to deposit the required funds in the form of a cashier's check to the City of East Palo Alto to cover the five days in advance of the court date.

15.10 Court Callback

Sworn employees subpoenaed to court as an Officer of the City during off-duty hours shall be compensated for such court time at the rate of time and one-half (1-1/2) the employee's regular rate of pay. For said court time, employees shall be paid a minimum of four (4) hours at the premium rate specified above. Court time in excess of four (4) hours shall be compensated at the premium rate specified above on the basis of hours actually spent at the court and charged in thirty (30) minute increments. The employee must be off-duty to qualify for court time pay and shall submit an Overtime Request Form.

Employees receiving court callback pay do not qualify for court standby pay.

ARTICLE 16: VEHICLE DAMAGE REIMBURSEMENT

16.1 The City has provided a secured parking location for officers' privately owned vehicles.

16.2 In the event (a) the City ceases providing a secure parking area, or there are no available spaces in the secured parking area, and (b) an officer's privately owned vehicle is vandalized outside a secured parking area while the officer is on-duty, City agrees to pay a maximum of $250 per incident, up to a maximum of $1,000 per year per officer toward the cost of any deductible owed to the officer's insurance company. Said payment will be made to the officer upon submittal of proof of insurance and of deductible owed. An officer who discovers that his/her car has been vandalized shall report such damage within one (1) hour after discovery to their immediate supervisor. An Incident or Malicious Mischief Report shall be prepared, along with a picture of the damage, by a person other than the employee, within 24 hours after discovery and submitted along with the claim for reimbursement.

16.3 DMV PULL NOTICE PROGRAM

Employees whose positions require that they operate vehicles on city business, must possess and maintain a valid California driver's license appropriate for the job and vehicle(s) to be operated. The City will enroll all bargaining unit members in the City's department of motor vehicles employer pull-notice program.

ARTICLE 17: PROBATION

17.1 Probationary Period

Unit members covered by this agreement shall have an initial probationary period of eighteen (18) months of actual service for new officers. The probationary period for promotional positions within the Department and for lateral hires (i.e.• employees who are already possess a basic POST certificate at the time of hire) shall be twelve (12) months. Upon request of the Chief of Police, the Personnel Officer or designee may extend the probationary period of a unit member by a period not to exceed three (3) months. The Personnel Officer or

designees shall notify the Police Chief at least one-and-one-half (1-1/2) months prior to the completion of an employee's probationary period. The Police Chief shall submit to the Personnel Officer an Employee Performance Report (EPR) within thirty (30) calendar days prior to the due date, indicating any concern over the employee's performance which would support the extension of a probationary period.

17.2 Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time without the right of appeal or recourse to the grievance procedure under this MOU or Section 3.15 of the Personnel Rules. Notification of rejection from probation shall be in writing to the employee. Upon notification of rejection from probation, the employee may request a meeting with the Personnel Officer to review the reasons for rejection. An employee rejected during a promotional or transfer probationary period shall be reinstated to a vacant position, if available, in a_ class from which he/she was promoted or transferred, unless rejected on the basis of charges leading to discharge. If no vacancy exists, the employee may exercise displacement procedures set forth in Section 3.13 of the Personnel Rules.

ARTICLE 18: TUITION REIMBURSEMENT

18.1 The City shall establish a Tuition Reimbursement Program for Police Unit members.

18.2 Subject to the availability of funding, the City will reimburse expenses for tuition, books, and curriculum fees incurred by an employee within the representation unit, to a maximum of Four Hundred Dollars ($400.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job-related skill. The rate of reimbursement shall be one hundred percent (100%) for completion of job-related courses and fifty percent (50%) for the completion of courses leading to an academic degree. Programs must be approved in advance by the Chief of Police to qualify for reimbursement.

ARTICLE 19: SPECIAL ASSIGNMENTS

19.1 Special Assignments shall be at the discretion of the Chief and shall be for no more than four (4) years. In anticipation of the end of an assignment (either the initial four-year assignment, an assignment which has already been in effect for four or more years, or the end of an additional year as provided below), the Department will announce the assignment opportunity and conduct a test to identify a qualified candidate. If there are no qualified candidates, the Department will extend the incumbent member for one (1) additional year. This will be done annually for that position to ensure members have access to the position until it is filled by a new member.

The parties agree that elimination of or a change in assignments is a regular part of the assignment process and shall not be deemed disciplinary in nature.

19.2 Effective upon Adoption of the Agreement, an additional five percent (5%) pay allowance shall be awarded for all special assignments, including:

1. Motorcycles
2. Detective
3. School Resources Officer
4. Field Training Officer (normally four, but subject to change per the Chief)

19.3 The parties may establish additional special assignments by mutual agreement

19.4 Bargaining Unit members shall receive special assignment allowance pay for the entire period that they are in an assignment. However, when a Bargaining Unit member is assigned to a higher classification, and is not performing the duties of the special assignment, he/she will not receive special assignment allowance pay.

For example, if a Police Officer is assigned to the special assignment of Detective, and subsequently is assigned an acting assignment as the Patrol Sergeant, he/she stops working as a Detective. The officer no longer earns a Detective pay differential when serving in an acting capacity as a Sergeant. However, if that same officer is assigned to work as a Detective Sergeant, he or she will continue to earn the differential.

19.5 Canine Pay

19. 5.1 Assignment of a canine shall be at the discretion of the Chief. Each employee who is assigned to the duty of feeding, caring for and supervising police dogs, which duty is performed by the employee at his/her home and during hours when he/she is otherwise not on duty with the Police Department, shall be credited with 3.5 hours of overtime per week.

19.5.2 Such additional compensation shall not be paid for any two (2) biweekly periods when such additional duty is not performed by the employee, whether for the reason that the dog assigned to such employee is boarded at a kennel at City expense or otherwise.

19.5.3 The additional compensation provided for in Section 19.5.1 is granted in recognition of the personal investment, duties and responsibilities of the K-9 assignment including the time spent by the unit employee while off duty in the care and maintenance of the assigned canine, which is estimated to be 4.6 hours per week. The additional compensation is based on the expected additional work required for the care of the dog, given the work historically required for such care. This extra compensation is not to be considered premium pay. The City shall pay costs associated with the "Initial Basic Training of Handler and K-9" when an officer is assigned to canine duty.

19.5.4 The City shall either supply or reimburse the officer for the cost of food and medical care (including prescription medication) for the canine.

19.6 Detective On-call Pay

Detectives assigned to be on-call shall be compensated eight (8) hours at the employee's straight time rate of pay (including premiums expressed as a percentage of base pay) for being on-call seven (7) continuous days. In order to be eligible for the on-call pay the detective shall be available to respond to call out requests five (5) of the seven (7) days the detective is on call.

ARTICLE 20: UNIFORM ALLOWANCE

20.1 Allowance

Employees of the Police Department in the classifications of Police Officer and Police Sergeant, who have been so employed for one (1) year or more with the City of East Palo Alto, and are required to wear a uniform, shall be provided an annual uniform allowance of one-thousand, two hundred dollars ($1200.00). The uniform allowance will be paid monthly, on the last full pay period of each month.

For the first year of service, the Police Department shall issue purchase orders for the purchase of two pants, three shirts, one belt, one pair of shoes, one nameplate, and one set of raingear, consisting of a jacket and pants.

20.2 Safety Equipment

The City shall furnish, at its own expense, all safety equipment required by the City and State Law. Soft body armor, riot helmets and protective gas masks, shall be made available in the manner prescribed in the Department's Operations Manual. Such furnished safety equipment and any and all replacements furnished by the City at any time shall remain the property of and under the control of the City. City shall also furnish ammunition for weapons authorized to be carried on duty by the Chief of Police; supply includes ammunition needed for qualification and on duty use only.

20.3 Plain Clothes Officers

Employees in classifications of Police Officer and Police Sergeant who, in the course of their work, do not wear a uniform, shall be paid an annual clothes allowance of nine hundred dollars ($900.00). The clothing allowance will be paid monthly, on the last full pay period of each month.

20.4 Safety Equipment Standards

City will work with the Association to develop a replacement schedule for safety equipment and vehicles.

ARTICLE21: PREMIUMPAY

21.1 Premium Pay

City agrees to provide qualified employees the following premium payments:

21.1.1 Bi-lingual Pay: On recommendation of the Chief of Police and approval of the City Manager, payment of two hundred dollars per month ($92.31 bi weekly) will be paid to eligible personnel who are required to use their bilingual Spanish skills in the performance of their duties with members of the public. Selection of the language shall be by the City, and all personnel receiving the differential must be certified as proficient by the City. Employees may request the approval of additional languages based on City needs. Each language request will be reviewed by the Chief of Police and City Manager. The certification request process may occur twice a year (June and December).

21.1.2 Intermediate/Advanced POST Certificates:

Police Unit members shall receive a salary adjustment equal to five percent (5%) of hourly base pay for possession of an Intermediate POST Certificate, and shall receive a salary adjustment equal to two and one-half percent (2.5%) of hourly base pay for possession of an Advanced POST Certificate. If a member holds both Intermediate and Advanced POST Certificates he/she will receive a salary adjustment equal to seven and one-half percent (7.5%) of hourly base pay.

It is the employee's responsibility to provide Police Command Staff and the Department of Finance (Support Services Manager) with evidence that they have submitted a complete application to POST. The salary adjustment for Intermediate or Advanced POST will be effective the first full pay period following provision of said evidence. In the event POST does not issue a certificate based on the application provided to Command Staff and the Support Services Manager, the salary adjustment will be null and void and any payments to the employee under this section will be reimbursed through payroll deduction over the same time period as the overpayment.,_

21.1.3 Longevity Pay:

Police unit members with ten (10) years continuous service with City shall receive a 2.5% increase in compensation. Unit Members will receive these increases in the pay period following the anniversary date often (10) years continuous service with the City. The maximum longevity pay any member can receive shall not exceed two point five percent (2.5%).

ARTICLE 22: OUTSIDE EMPLOYMENT

Employees may engage in other employment or enterprise provided:

1. Such employment does not interfere with required duties or conflict with the City interests; and
2. Such employment is approved in advance in writing by the Chief of Police, reviewed by the City Manager, and a copy filed with the Human Resources Department.

Approval may be denied or revoked for non-compliance with the above provisions.

ARTICLE 23: AUTOMATIC PAYROLL DEPOSIT

23.1 All employees covered by this Agreement shall participate in the City's automatic payroll deposit program by completing a payroll authorization form and submitting the form, along with a voided check or savings de Department. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

23.2 When the authorization form is properly executed and filed with the Finance Department, the City shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

ARTICLE 24: HOURS OF WORK

24.1 Work Schedules

Employees may be assigned to a 5-8 work schedule (five eight-hour days followed by two schedules days off), a 4-10 work schedule (four ten-hour days followed by three scheduled days off), or a 12-hour work schedule (two tours, one week consisting of three (3) twelve-hour days followed by four (4) regularly scheduled days off, second week consisting of four (4) twelve-hour days followed by three (3) regularly scheduled days off). The City will provide POA with notice and an opportunity to meet and confer prior to implementing and new unit schedules (e.g., converting the patrol schedule from 12's to 4-10).

The normal workday shall include on-duty time for a meal break. Missed meal breaks do not result in an overtime entitlement for employees.

24.2 Training

1. Employees assigned to training may have their schedule modified to accommodate the training schedule (e.g., an employee may be shifted to a 4-10 or 5-8 work schedule) but will continue to be entitled to on-duty time for a meal break of up to 1-hour, so long as the on-duty meal break does not result in overtime for the employee. Employees will not be required to use leave time to "make up" for lost hours due to a work schedule modified to accommodate training (e.g., an employee who normal schedule for a week would be 48 hours who is reassigned to a 5-8 schedule for a training week will not be required to use leave time to make up the extra hours).
2. Where an employee's schedule is not changed (e.g., single day or partial week trainings), the employee will be compensated in the following manner: (a) training that falls on a regularly-scheduled workday

will be compensated based on the employee's full shift (including an on-duty meal break ofup to one hour which does not result in overtime); (b) training that falls on a regular day off will be compensated on an hour-for-hour basis (with no on duty meal break).

ARTICLE 25: LAYOFF AND REEMPLOYMENT

25.1 Definition of Layoff

Layoff is defined as the separation of employees from the active work force due to lack of work or funds, organizational or duty changes, or the abolition of positions by the Council. The City Manager shall designate the number and dispositions for layoff as approved by the Council. The decision to layoff shall not be subject to the grievance procedure contained in this Agreement.

25.2 Order of Layoff

Layoff shall be based on seniority in class, which shall be defined as the employee's total continuous time of permanent and probationary employment in the class in which employed. Total continuous time shall include military leave in accordance with State Law. In the event two (2) employees have identical seniority, the employee who had the highest ranking on the employment list for the position currently held shall have precedence. In the absence of a list, the drawing of lots shall decide which employee is senior. No probationary or permanent employee shall be laid off while any temporary employee occupies a position in the same class. The Human Resources Department shall provide seniority lists before layoff notices are prepared.

25.3 Notice to Employees

Permanent and probationary employees shall receive written notice (to be hand-delivered by the department management whenever possible) stating the reason for layoff a minimum of thirty (30) calendar days prior to the date of expected layoff. Similar notice shall be provided to the affected recognized employee organization representing the classes. With such notice, the employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. The Department shall make every effort to allow employees who are to be laid off reasonable time to seek other employment. Pay for such time off shall be provided to full-time permanent and probationary employees only.

25.4 Displacement Rights

A full-time permanent or probationary employee who is laid off from his/her classification shall be entitled to displace another employee with less seniority in an equal or lower paying classification within the representation unit for which he/she meets the minimum qualifications and in which he/she has held prior permanent status. To successfully displace another employee, an employee must be fully qualified, trained, and capable of performing all work in the new classification. Permanent part-time employees may displace only other permanent part-time employees. When minimum qualifications have increased, the Personnel Officer may temporarily waive the increased requirements if previous successful performance is documented, and provided the requirements are met within a reasonable time.

25.5 Reemployment

Permanent and probationary employees who are laid off, demoted, or who have exercised employment rights set forth in this Rule in lieu of layoff shall have their names placed on reemployment lists for the classification from which laid off and any classifications previously held in order of total continuous time served in probationary and permanent status in the City Service.

ARTICLE 26: NO STRIKE

The Union agrees that during the term of this Memorandum of Understanding, neither it nor the employees it represents will engage in, encourage, sanction, and/or support, any: **(1)** strikes; (2) slowdowns;(3) mass resignations; (4) mass absenteeism; and/or (5) picketing, which would involve the suspension of, or interference with, normal work of the Department or other City departments.

ARTICLE 27: SHIFT & VACATION DRAWS AND SPECIAL ASSIGNMENTS

Seniority by classification will govern the selection of vacation days and shift selection.

27.1 Shift Bid

Bi-Annual shift bid shall occur in the months of May and November. The May bid will establish shifts for the period from July through December and the November bid will establish shifts for the period from January through June.

27.2 Vacation Bid

One person per side of the week is allowed for the first half of the year.

Officers and sergeants shall be allowed to sign for two contiguous weeks during the first bid.

One officer per all of patrol shall be allowed for the second half of the year.

Officers can select from any available slot for the entire year during vacation bid.

Officers can select additional vacation time after the mid-year (July) shift change.

Sergeants may, with the approval of the Division Commander, allow a team member to take additional vacation time, as long as it is projected that the team will be at or above minimum staffing levels at the time the vacation is approved.

ARTICLE 28: SUPERSEDENCE

The inclusions of language in this Memorandum of Understanding concerning matters formerly governed by City Rules, Regulations, Resolutions and Ordinances shall not be deemed to be a preemption of the entire subject matter. Accordingly, City Rules, Regulations, Resolutions and Ordinances not in conflict with specific provisions of this Agreement shall not be construed to be superseded by this Agreement and shall continue in full force and effect.

ARTICLE 29: SEPARABILITY

Notwithstanding any other provisions of this Agreement to the contrary, in the event that any article, or subsections thereof of this Agreement shall be disclosed invalid by any court of competent jurisdictions, or by an applicable State or Federal Law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal Law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Article or Subsections thereof affected. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 30: FULL UNDERSTANDING MODIFICATION AND WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regardi g the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Nothing herein shall be viewed as restricting or otherwise limiting the employee's rights under the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.).

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

ARTICLE 31: TERM

July 1, 2024 to June 30, 2027.

POA Representative(s) and the Chief of Police shall continue to work together to reduce overtime and other costs during the term of this agreement.

_____

Matthew Taylor
Chief Negotiator, MAJ Labor

_____

Melvin Gaines
City Manager

_____

Eric Lopez-Ventura
POA President

_____

Ana Torres- Mondragon
Human Resources Manager

_____

Joseph Klein
POA Bargaining Team

_____

Brenna Rowe
Sloan Sakai, Chief Negotiator

_____

Stephen KalbPOA Bargaining Team

_____

Angel Sanchez
POA Bargaining Team

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EAST PALO ALTO
AND
EAST PALO ALTO POLICE OFFICERS' ASSOCIATION

Three Year Agreement (July 1, 2024 through June 30, 2027)

PREAMBLE

Having met and conferred in good faith pursuant to the provisions of Government Code Section 3500-3510 the City of East Palo Alto (hereinafter referred to as "CITY") and the Police Officers Association (hereinafter referred to as "ASSOCIATION") have agreed upon this memorandum of understanding ("MOU").

It is the general purpose of this MOU to promote the mutual interest of the City and its employees and to establish rates of pay, and certain other terms and conditions of employment.

ARTICLE 1: RECOGNITION

1.1 Union Recognition

1.1.1 Pursuant to the provisions of the City Employer-Employee Relations Resolution #48-83 and applicable State law, the City of East Palo Alto hereby recognizes the Police Officers Association as the certified majority representative of the employees in each of the classifications listed below:

- Police Officer
- Police Sergeant

1.1.2 The term "employee" or "employees" as used herein shall refer only to individuals employed by the City (excluding temporary and/or contracted) as well as such classes of employees as may be added hereafter through the provisions of the City Employer-Employee Relations Resolution or applicable State law.

1.1.3 The Association agrees to provide the City with a list of Association Officers and representatives who are authorized to meet and confer in good faith or to represent other employees. The Association shall also provide the City with a list of all authorized paid representatives. These lists shall be kept current by the Association.

1.2 Employer Recognition

The City Manager or his/her designee is the representative of the City in employer-employee relations, pursuant to the Employer-Employee Resolution# 48-83 adopted November 21, 1983.

ARTICLE 2: NON-DISCRIMINATOIN

The provisions of this MOU shall be applied equally to all employees covered hereby. Neither the City nor the Association shall unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, disability, or religious or political opinion or affiliation or legitimate Association activity. In addition, to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person(s) from performing the essential functions and duties of the classification.

ARTICLE 3: RIGHTS OF PARTIES

3.1 Management Rights

3.1.1 The City retains, among other management rights, the exclusive right to determine methods, means, and personnel by which City government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

3.1.2 The City also retains the sole right to administer the Human Resource System, to classify or reclassify positions, add or delete positions or classes to or from the authorized strength and Compensation Rate Schedule; to establish standards for employment, promotions, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause to establish work schedules and work assignments, contract out work, transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The City retains the right to be the sole judge, subject to its Personnel Rules and Regulations, of the qualification and competence of its officers and employees.

3.1.3 The City reserves the right to take whatever action may be necessary in an emergency situation.

3.1.4 This section is not intended to restrict consultation with employees or employee representative_ about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

3.2 Employee Rights

3.2.1 Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, unduly influenced or discriminated against because of his/her exercise of these rights.

3.2.2 Management employees shall not represent non-management employees on matters within the scope of representation. Confidential employees shall not represent non-confidential employees on matters within the scope of representation. This provision does not otherwise limit the right of confidential employees to be members of and to hold office in employee organizations of their choice.

3.3 Association Rights

City employees who are Official Representatives or Unit Representatives of the Association shall be given reasonable time off with pay to attend meet-and-confer sessions with Management Representatives, or to be present when unit member grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Personnel Officer. Whenever possible, such employee representatives shall make a request for excused absence to the Police Chief or his or her designated representative at least two 2 calendar days prior to the scheduled meeting. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

ARTICLE 4: ASSOCIATION SECURITY

4.1 (a) An employee may at any time execute a payroll deduction authorization form ("Deduction Authorization Form") as furnished by the Association. The Association will be the custodian of record for Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made ("Certified List").

(b) The City will direct employee requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to the Association. The Association shall not be required to provide the City a copy of the Deduction Authorization Form unless a dispute arises about the existence or terms of the authorization. However, the Association will provide the City with a Certified List with sufficient information to allow the City to identify the appropriate level of deduction for each member.

(c) The City will deduct membership dues and insurance premiums from employees in the above-mentioned classifications in the first full payroll period after receipt of the Deduction Authorization Form from the Association.

(d) Deductions may be revoked only pursuant to the terms of the member's written authorization. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association.

(e) Consistent with state law, the Association shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Association's Certified List or a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by the Association regarding changes or cancellations to the deduction authorization.

4.2 New Hire Orientation

(a) Within five (5) days of hiring a new Bargaining Unit employee, the City will notify the Association in writing of such employment, giving the following information for the new employee: name; date of hire; and job classification. The City will provide the following if the employee has provided this information: home or personal cellular telephone number; personal email address; and mailing address.

(b) During the Department's new hire orientation process, the Department will give the Association access to the employee during their normal work hours, in coordination with the Administrative Sergeant.

4.3 An Employee who is a member of the Association's bargaining team and who attends the regularly scheduled bargaining sessions between the City and the Association shall receive release time conditioned on the following:

4.3.1 Release Time: Means the release from regularly scheduled duty to attend with pay bargaining sessions between the City and the Association's bargaining team during on-duty-time. Release time is time worked.

4.3.2 Hours Eligible for Release Time: Means only those hours scheduled and actually spent in bargaining sessions between the City and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.

4.3.3 Each POA bargaining team member shall notify his/her supervisors of the scheduled time, date and place of the bargaining session between the City and the Association as soon as a session is scheduled and shall re-notify the supervisor at least 72 hours in advance of the bargaining session.

4.4 Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session ends when either the City or Association indicates the meeting is over.

4.5 The City shall provide an aggregate of up to ten (10) days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the Police Chief or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work assignment or cause overtime. The City shall establish a release time bank for the Association's elected officers. Bargaining unit members may contribute vacation or Compensatory Time Off (CTO) time in full-day increments to the release time bank. This leave will be converted to release time on an hour-for-hour basis. The Association shall designate elected officers who may use the time in the release time bank. Release time shall continue to be at the discretion of the supervisor and shall not be permitted if its use would incur overtime.

ARTICLE 5: BULLETIN BOARDS

5.1 The City shall provide designated bulletin board space on existing bulletin boards for the Association, the size and location to be determined jointly by departmental management and the Association. All materials to be posted must be non-defamatory in nature, must be approved, dated, and signed by an Association official and shall be for the benefit of the membership. Appropriate postings include, but are not limited to the following subjects:

1. Association recreational, social and related news bulletins;

2. Scheduled meetings;

3. Information concerning Association elections or the results thereof; and

4. Reports of official business of the Association, including reports of committees or the Board of Directors.

5.2 Materials posted on the bulletin board shall be removed consistent with Departmental Policy.

5.3 In cases where the Association shares space with employees of another bargaining group, in whole or part,

the space described above will become the bulletin board space for employees represented by each bargaining group. In the event that there is insufficient bulletin board space for both unions, the parties shall meet to discuss appropriate allocation of space.

ARTICLE 6: REOPENER ON HEALTH AND WELFARE

6. 1 Benefits Committee

During the term of this MOU, the City and Unions shall convene the Benefits Committee for the following purposes:

1. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in City plans,
2. To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to participate into benefit insurance cost structure, and
3. The Benefits Committee will commence no later than September 30, 2022. The Committee will be composed of City labor representatives, not to exceed four (4) representatives and four (alternates) from each participating labor organization and four (4) City representatives. These names will be provide to the City no later than August 31, 2022.
4. Any changes to sworn members' benefits must be consented to by the POA and made in writing, through the meet and confer process.

6 Retiree Medical Trust

6.2.1 During the term of the MOU, the POA may enter into an agreement to participate in an established Retiree Medical Trust with no City contribution.

6.2.2 The City will not be signatory to the trust and its responsibilities will be limited to deducting employee contributions and remitting funds to the trust.

ARTICLE 7: MEDICAL AND DENTAL COVERAGE

7.1 Medical Coverage

7.1.1 Employee Coverage:

The City agrees to provide a medical insurance plan or plans (if more than one is available) for eligible employees covered by this bargaining unit. For those employees electing to have employee-only coverage under the City's existing medical plans, the City shall contribute up to the full cost of the employee-only level based on the Kaiser Permanente HMO 8747A premiums. Eligible employees may select coverage from among the available options. Any premiums in excess of the Kaiser Permanente HMO 8747A plan will be paid by the employee.

7.1.2 Dependent Coverage:

A. Employees may insure their eligible dependents (including registered domestic partners) under the medical plans provided by the City, in accordance with the rules and regulations applicable to obtaining said dependent coverage.

B. The City shall contribute up to eighty percent (80%) of the premium of the Kaiser Permanente HMO 8747A medical plan for those employees electing to have dependent medical coverage under the City's existing medical plans. The employee shall be responsible for the remaining premium for the selected medical coverage, payable through bi-weekly payroll deductions.

7.2 Dental Coverage

7.2.1 Employee Coverage:

A. The City agrees to provide a dental insurance plan or plans (if more than one is available) for its employees covered by this bargaining unit. The City shall contribute the full cost of the employee-only level for the dental plan selected by the employee. The contributions are based on regular full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time equivalent.

B. Maximum Delta Dental payout per calendar year shall be $2,000.

C. Co-payment for Crown and Cast Restoration, and Prosthodontic benefits shall be 80/20; with the twenty percent (20%) share the responsibility of the employee.

7.2.2 Dependent Coverage:

A. Employee may insure their eligible dependents (including registered domestic partners as defined by State law) under the dental plan(s) in accordance with the rules and regulations applicable to obtaining said dependent coverage.

ARTICLE 8: MEDICAL & DENTAL INSURANCE COVERAGE DURING LEAVES OF ABSENCE

Employees who are placed on unpaid or paid leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the City contribution toward medical and dental plan coverage for a leave as required by state and federal law. Premium amounts exceeding the City contribution and for dependents shall be the responsibility of the employee during the leave period. The City will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

ARTICLE 9: WAGES & RETIREMENT

9.1 Wages

9.1.1 COLAS.

- Effective the first full pay period in July 2024, salaries for all bargaining unit positions will be increased by 2.93%
    - Employees in this unit will receive a one-time payment of $2000 effective the first full payroll following July 2024 (pay period ending July 20, 2024, which is pay date July 26, 2024).

- Effective the first full pay period in July 2025, salaries for all bargaining unit positions will be increased by 2.93%.

- Effective the first full pay period in July 2026, salaries for all bargaining unit positions will be increased by 2.93%.

a. Revenue Surplus Cost-Share:

i. If change in fund balance on audited General Fund financial statement exceeds $650,000, each POA bargaining unit member employed at the time will receive a 1% lump sum bonus.

ii. In addition, if change in fund balance on audited General Fund financial statement exceeds $2,000,000, POA bargaining unit member employed at the time will receive an additional 2% lump sum bonus (a total of 3%).

9.2 Step Increases

9.2.1 Employees initially appointed to the first step of the salary range of their classification shall be entitled to a merit increase to the next higher step in the pay range upon successful completion of six (6) months of actual initial or promotional probationary service, so long as they receive a satisfactory performance evaluation. The date of such increase shall be the first full pay period following the evaluation date.

9.2.2 Employees may be appointed to any step in the salary schedule for their classification as recommended by the Chief of Police and approved by the City Manager. Employees appointed to the second step and above are eligible to receive a merit increase the first full pay period following successful completion of twelve (12) months of actual service, so long as they receive a satisfactory performance evaluation.

9.2.3 Each twelve (12) months of actual service after the evaluation date, each employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step (effective the first full pay period following the evaluation date) until the top step of the pay range for the job class has been reached. An employee shall not receive a merit increase beyond the maximum steps established for the job classification.

9.2.4 For purposes of this section, an employee who has not received any performance evaluation as of the evaluation date shall be deemed to have received a satisfactory performance evaluation effective the evaluation date. However, the evaluation must still be completed in a timely manner. Nothing in this section shall limit the employer's ability to take disciplinary or other action for performance issues which occur during a time period when no performance evaluation

was completed.

9.3 Effect of Promotion, Demotion or Transfer on Salaries

9.3.1 Pay Following Promotion

An employee promoted to a higher-paid classification shall be assigned to the first step in the new pay range or at the step which equals no less than a five percent (5%) increase over his/her current base pay rate, whichever is more, provided the maximum pay step for the new range is not exceeded.

9.3.2 Pay Following Demotion

An employee involuntarily demoted to a lower-paid classification shall be assigned to a step in the new pay range recommended by the Chief of Police and approved by the City Manager. An employee voluntarily demoted shall be paid at the step of the new pay range closest to the employee's base pay in the higher-paid classification, but not exceeding the maximum step in the range.

9.3.3 Pay Following Transfer

An employee transferred to a position within the same classification or to another classification with the same pay range shall retain the same rate of base pay and the same evaluation date. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

9.4 Working Out of Classification

An employee who is officially designated by their department head and approved by the City Manager to perform all, or substantially all, of the duties of a higher paid classification, shall be paid at the step of the higher pay range or at the first step which is not less than five percent (5%) more than his/her current base rate after a full shift served in the higher paid classification.
Once an employee has worked in the acting assignment for a full shift , he or she shall be entitled to acting pay for the entire length of the assignment, retroactive to the first day of the assignment, including applicable overtime. However, overtime shall not be paid for employees Working Out of Class in FLSA exempt assignments

Example 1: Employee 1 is a Police Officer assigned to work out of class as a Sergeant for a full shift on Employee 1's regular day off. Employee 1 will be paid at the step of a Sergeant pay range which is not less than five percent (5%) more than his/her current base rate, including overtime for hours worked in an overtime capacity.

Example 2: Employee 2 is a Sergeant assigned to work out of class as a Commander for a full shift. Employee 2 will be paid at the step of the Commander pay range which is not less than five percent (5%) more than his/her current base rate, but will not earn overtime when acting as a Commander.

9.5 Shift Changes

The Chief of Police shall post shift changes fourteen (14) days in advance of such change, subject only to exigent circumstances as determined by the Chief of Police or his/her authorized designee. Said exigent circumstances shall be explained to affected personnel in writing and/or posted where such notices are customarily located in the department.

9.6 Retirement

Tier 1

Employees who do not meet the definition of "new employees," as defined by the Public Employees' Retirement System (PERS) shall be subject to the 3% @ 55 retirement formula. Tier **1** Employees will continue to pay the employee contribution of 9%.

Tier2

For new employees, as defined by the Public Employees' Retirement System {PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members, with a 2.7% at age 57 retirement formula based upon an average of the three (3) highest years of compensation. Employees will pay the full employee contribution (50% of the Normal Cost of the benefit).

9.7 Timesheets

It is the employee's responsibility to fill out their own timesheet. If an employee is unable to fill out his/her timesheet in person, that employee shall communicate with his/her supervisor who (upon authorization from the employee) will fill out the timesheet for that employee. If a member neglects to fill out his or her timesheet, their paycheck may be incorrect and will not be resolved until the payroll period after the employee submits an accurate timesheet and notifies the Department of the error.

9.8 Overpayments

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Such Notice will include the Option for the employee either to make payment through payment/deduction in a lump sum or through biweekly deductions over a specified timeframe. Employees shall be granted at the minimum, the same number of pay periods for repayment as occurred during the overpayment. In the event the repayment constitutes an excessive burden on the employee, he/she shall be permitted the opportunity to meet with the city to develop a mutually agreeable repayment plan.

Following notice to the overpaid employee, the employee shall have five (5) days in which to submit in writing a request for a grace period for repayment. No grace period shall be allowed for an overpayment of five hundred dollars ($500.00) or less. The grace period shall not exceed two (2) pay periods. The City shall not unreasonably deny a request for a grace period.

If an overpaid employee does not make a written request for a grace period as set forth in this section, or at the expiration of the grace period, the overpaid monies shall be repaid to the City via biweekly deductions pursuant to the Option selected by the employee. If the employee has not selected a repayment Option, repayment shall be made over the time period the City deems appropriate.

Upon separation of employment, the overpaid employee's grace period is automatically terminated, and any remaining amounts of overpayments shall be deducted from the separated employee's final paycheck.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Grievance Defined

A grievance is defined as an allegation by an employee, group of employees, or the Association that the Employer has failed to provide a condition of employment as required by Memorandum of Understanding, written departmental rules, or written City Rules and Regulations, provided that the enjoyment of such right is not made subject to the discretion of the Police Chief or the City by terms of Memorandum of Understanding or lawt and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

10.2 Grievance Procedure

Step 1. Informal Discussion.

An employee shall discuss the act in dispute with his/her immediate supervisor no later than seven (7) calendar days after the event giving rise to the dispute, or no later than seven (7) calendar days after the employee knew or reasonably should have known of the event giving rise to the grievance. The Supervisor shall give the employee an oral reply within fifteen (15) calendar days after the discussion. If the employee is not satisfied with the response, he/she may proceed to Step 2.

Step 2. Division Head.

Any dispute not resolved at Step **1** may be submitted to the Division Head in writing, citing the specific provision of this Agreement in dispute and setting the desired solution within fifteen (15) calendar days after the Supervisor's response. A copy shall be provided to the Immediate Supervisor and the Personnel Officer. Within fifteen (15) calendar days thereafter, a meeting shall be scheduled with the employee by the Division Head.2..who shall attempt to resolve the matter. The Division Head shall give the employee a written reply within fifteen (15) calendar days after such meeting and shall file a copy with the Personnel Officer. If the employee is not satisfied with the response, he/she may proceed to Step 3. Employees who are supervised directly by Chief of Police shall by-pass Step 2 and proceed directly to Step 3.

Step 3. Chief of Police.

Any dispute not resolved at Step 2 may be submitted in writing to the Chief of Police within fifteen (15) calendar days of the division head's response, with a copy to the Immediate Supervisor and the Personnel Officer. Within fifteen (15) calendar days thereafter, a meeting shall be scheduled with the employee by the Chief of Police, who shall attempt to resolve the matter. The Chief of Police shall give the employee a written reply within fifteen (15) calendar days after the meeting and file a copy with the Personnel Officer. If the employee is not satisfied with the response, he/she may proceed to Step 4.

Step 4. Final Level of Review.

If the POA is not satisfied with the Chief of Police's response, it may appeal the dispute to advisory arbitration in writing within fifteen (15) calendar days after the date of the Step 3 response. Within ten (10) calendar days of the appeal, the parties shall meet to select an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator, the parties shall jointly request a list of seven (7) labor arbitrators from the California State Mediation Service and shall alternately strike names until only one name remains. If the City and the Association cannot agree within five (5) calendar days after receipt of such list on one of seven (7) persons to act as the arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the arbitrator. The party making the first strike shall be determined by a flip of a coin.

Costs for the arbitration (including the cost of the list, arbitrator fees, and any court reporter) shall be shared equally by the parties. The parties shall each pay for their own representative. The decision of the arbitrator shall be advisory to the City Manager. The City Manager or designee shall have ten (10) calendar days after the service of the decision to notify the Union of his decision either to adopt or revoke the decision of the arbitrator. If the City Manager or designee takes no action within the ten (10) calendar day period, the City Manager shall be deemed to have adopted the decision. A decision adopted by the City Manager or designee will be final and binding upon the parties. A decision revoked by the City Manager or designee shall be deemed to have no effect and the Step 3 reply shall be final and binding upon the parties.

ARTICLE 11: LEAVES

11.1 Sick Leave

11.1.1 Intent

Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, family illness and injuryt and as an income supplement to Workers' Compensation payments. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity as described herein. Employees shall not be entitled to sick leave for sickness or injury during leave of absence without pay. This section is intended to be interpreted in a manner consistent with the provisions of the Family Medical Leave Act and the California Family Rights Act.

11.1.2 Accrual

Full-time, regular and probationary employees shall accrue sick leave at the rate of three and seven-tenths (3.7) hours per bi-weekly pay period of actual service. Part-time, regular employees who customarily work at least twenty (20) hours per week shall receive a pro-rated sick leave accrual based on actual hours worked each bi-weekly pay period.

11.1.3 Employees may accumulate and carry over the full amount of unused accrued sick leave from calendar year to calendar year. There shall be no upper limit on the accumulation of sick leave.

11.1.4 Use of Sick Leave

A. Off-duty employees who become sick or injured and unable to report to work must notify the Department no later than one (1) hour prior to their next scheduled shift.

B. Employees shall report their sick leave status to their on-duty supervisor, or in his/her absence, to the Watch Commander. The Supervisor receiving the notification shall complete an "Absentee Report" form and insure that form is forwarded to the appropriate Commander or Supervisor.

C. Employees who become sick while on duty, not related to their work, and are unable to continue working shall notify their immediate supervisor prior to going home. The supervisor shall notify the Division Commander and complete an Absentee Report.

D. When a supervisor has a reasonable suspicion of sick leave abuse or for employees who have been on sick leave for more than three (3) consecutive calendar days they are required to present written verification of inability to work signed by a treating physician or other health care provider to their immediate supervisor upon returning to work. The written verification must also include a release for the employee to return to work, together with any restrictions. That Supervisor shall attach the medical verification to the completed Absentee Report form and forward both to the Administrative Division. The City reserves the right to determine whether it can reasonably accommodate the employee's work restrictions.

E. Employees may use sick leave for the illness or injury of a member of the employee's immediate household.

11.2 Bereavement Leave

11.2.1 Bereavement Leave

Employees shall be entitled up to three (3) calendar days of paid leave for an occurrence of death or serious illness or accident determined to possibly lead to death in the immediate family; five (5) calendar days if out of state. Additional days may be approved by the City Manager and charged to the employee's available unused leave. This leave shall not be accumulated and is in addition to sick leave and vacation benefits except where additional time off is taken as provided above. Request for funeral/emergency leave must be in writing, state the relationship of the family member, and be approved in advance by the Chief of Police and City Manager. In special emergencies, an employee may request formal approval after the fact; if approved, leave records shall be adjusted accordingly. Death following a serious illness shall generally be regarded as one (1) occurrence; however, the Chief shall be responsible for recommending otherwise when, in his/her judgment, the nature or severity of the illness and/or lapse of time warrants.

11.2.2. Immediate Family

Immediate family shall mean the following: related by blood, marriage or adoption: spouse, child, parent, sister, brother, unole, aunt, nephew, niece, grandparent, grandchild, and cousin. Immediate Family shall also include registered domestic partners.

11.3 Disability Leave

11.3.1 Sworn Police Unit personnel who are unable to work due to an injury or illness arising out of and in the cause of his/her duties which is declared to be compensable under the State of California Workers' Compensation Law, shall be granted industrial disability leave and temporary disability benefits in accordance with Section 4850 of the California Labor Code.

11.3.2 Employees on an extended leave of absence for 4850 (medical), sick leave, FMLA, or Administrative Leave shall be assigned to the Professional Standards Unit (PSU) and be considered working a Day shift Monday through Friday administration schedule (either 80-hours or 84-hours consistent with their schedule prior to being placed on leave) after their first full pay period of absence.

Employees on an 80-hour workweek schedule will be scheduled as 8am-4pm, Monday through Friday.

Employees on an 84-hour workweek schedule will be scheduled as 8am-4pm on Monday, Thursday and Friday. On Tuesday and Wednesday, they will be scheduled as 8am-5pm to give them the 84 hours per pay period.

11.4 Military Leave

11.4.1 Military leave shall be granted by the City in accordance with the provisions of State and Federal Laws and there may be a deduction for any military compensation that the employee receives for service during the period that he is receiving full pay from the City, to the extent permitted by law. All employees taking military leave shall give the City an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

11.4.2 An employee returning from military leave may be required to pass a medical examination to be paid by the City, and shall be required to submit proof of actual service before returning to work.

11.4.3 This provision will sunset and be deleted from this MOU once the parties reach agreement on a City Policy covering this issue.

11.5 Leave of Absence

11.5.1 When determined to be in the best interests of the employee and the City, the City Manager may approve a leave of absence without pay for a regular or probationary employee for a period up to six (6) months. Such leave is a privilege, not a right, and must be requested in writing by the employee, stating the reason and requested dates, and must be recommended by the Chief of Police. The request shall include the address and the phone number where the employee may be contacted during the leave, if approved.

11.5.2 Leave for one **(1)** calendar week or less may be granted by the Chief of Police upon his/her determination that such leave is justified.

11.5.3 Employee benefits shall not be continued during leave in excess of one **(1)** calendar week unless any insurance contract provisions permit and the employee agrees in writing to pay the total monthly cost or a portion thereof, as appropriate, by a method satisfactory to the Finance Director. Benefits not paid as agreed shall terminate. Employees on leave of absence without pay in excess of one (1) calendar week shall not accrue leave nor service credit, but shall retain unused accruals as of the date leave began. Employees on leave in excess of thirty (30) calendar days shall return City property as set forth in Section 3.13.06 of the Personnel Policies and Procedures.

11.5.4 An employee returning to the same classification from which he/she took leave shall be paid at the current rate in the same step and range of the class in which employed.

11.5.5 An employee on leave shall confirm in advance of the leave expiration date his/her intention to return. An employee who fails to report promptly at the expiration of his/her leave without sufficient cause shall be subject to disciplinary action and possible termination of his/her right to continued employment. A leave of absence may be revoked by the City Manager upon a determination that the reason for leave was not stated and did not serve the City's best interests.

ARTICLE 12: VACATION

12.1 Vacation Accumulation

An employee with less than ten (10) years of consecutive City service shall not accumulate more than two-

hundred and eighty-eight (288) hours of vacation. An employee with more than ten (10) years of consecutive City service shall not accumulate more than three-hundred and twenty (320) hours of vacation. Once the accrual cap is reached, an employee will not accrue any additional vacation until he or she reduces the accumulated hours below the accrual cap, either through usage or cash out. An employee shall receive reasonable notice of the amount of accumulated vacation leave in advance of each anniversary date.

The Chief of Police shall give employees reasonable advance notice if vacation leave will conflict with the department needs and shall advise the City Manager if vacation denial is the reason for employee's deferral request. Requests for deferring vacation use must be presented to the City Manager prior to the start of the vacation unless the vacation is cancelled by the Department, in which case the deferral request must be presented to the City Manager within thirty (30) calendar days after the vacation was originally scheduled to start. In granting deferred vacation, the City Manager may specify a time within which such excess vacation leave must be used.

12.2 Crediting Vacation

Full-time employees, excluding seasonal and temporary, shall be credited with vacation as follows:

Minimum Continuous Service	Amount of Vacation Earned Annually
0-4.99 years:	80 hours (3.08 hrs bi-weekly)
5-9.99 years:	120 hours (4.62 hrs bi-weekly)
10-14.99 years:	160 hours (6.15 hrs bi-weekly)
15-plus years:	200 hours (7.69 hrs bi-weekly)

12.3 Use of Vacation

The time at which an employee may use vacation leave and the amount to be taken at any one time shall be determined by the Chief or designee with particular regard for the needs of the City and, insofar as possible, considering the wishes of the employee. Except in unusual circumstances, use of vacation leave shall be scheduled and approved in advance of the first day of absence. Approval of use of vacation leave shall be in a form and manner prescribed by the Personnel Officer. Said approval of vacation leave shall not be unreasonably withheld.

In addition, the Chief or designee may require any unit member to use up to two weeks of vacation for operational reasons, including the good of the Department. Unlike other paid leaves, mandatory vacation under this paragraph shall be deemed hours worked for overtime purposes.

12.4 Vacation Cash out

Members of the bargaining unit may make an irrevocable election to cash out vacation during the month of December each year. To qualify for vacation cash out, an employee must have more than eighty (80) hours of accrued vacation. Bargaining unit members may cash out up to a maximum of eighty (80) hours of vacation, so long as the member maintains a balance of at least eighty (80) hours. Elections will be cashed out in December the following year.

12.5 Work During Vacation

Employees shall not work for the City or be called back during vacation leave except in an emergency as determined by the Chief of Police and approved by the City Manager. An employee required to work shall not be charged for leave and shall be compensated as if working on his/her regular schedule.

ARTICLE 13: HOLIDAYS

13.1 The City recognize the following thirteen (13) holidays (note: holidays are recognized on the identified dates, even if they fall on a weekend):

Holiday	**Date Recognized**
New Year's Day	January 1st
Martin Luther King Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday of in February
Cesar Chavez Day	last Monday in March
Memorial Day	Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

13.2 Each bargaining unit employee in paid status the day before and the day after a recognized holiday will receive eight (8) hours of Holiday Leave for that holiday. Holiday Leave will be credited in the pay period in which the holiday falls.

Example: Christmas Day falls on a Saturday. For purposes of this MOU, the holiday is recognized on that day, even though City Hall may be closed on the preceding Friday. Each bargaining unit member will be credited eight (8) hours of Holiday Leave during the pay period in which Christmas Day falls.

13.3 Holiday Leave is paid time off and may be scheduled in the same manner as an employee schedules vacation. Any bargaining unit member who is not required to work on a designated holiday may use Holiday Leave, Vacation, CTO, or other discretionary leave to cover the holiday.

Example: An officer assigned to CID is not required to work on Thanksgiving Day. The Officer has a bank of twenty (20) hours of Holiday Leave. The Officer may use ten (10) hours of Holiday Leave or other discretionary leave to cover that absence.

13.4 Employees may make an irrevocable election to cash out up to sixty (60) hours in total of Holiday Leave in the first pay period of December each year, to be paid out the following year in the last pay period of June and/or December

13.5 Employees may accrue a maximum of one hundred twenty (120) hours of holiday leave. Once employees have reached the maximum, they will no longer accrue Holiday Leave.

13.6 Holiday leave will be cashed out (at the employee's salary rate before promotion) upon promotion.

13.7 Employees required to work on a holiday which is not their regularly scheduled workday will be paid overtime consistent with Section 15.2 of this MOU.

13.8 Detectives

Detectives are not regularly scheduled to work on designated holidays. However, individual detectives may request to work specific holidays. Except where exigent circumstances preclude it (e.g., the sudden availability of a witness), such request shall be made no more than two weeks prior to the date of the holiday. The Commander will determine whether to authorize work on the holiday. Work on a requested holiday shall be paid at straight time. Nothing in this section affects the Department's existing ability to reassign or callback employees on designated holidays.

ARTICLE 14: LEAVE DONATION

14.1 Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a catastrophic illness or injury. This program allows a regular City employee represented by the Association to donate, on an hour-for- hour basis, accrued vacation, or Compensatory Time Off hours to a specific, eligible employee who has exhausted his/her own available leave balances. Catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or similarly debilitating illness or injury of the employee's immediate family member who has a catastrophic illness or injury (as verified by a physician's statement).

14.2 To receive leave donations, an employee:

14.2.1 Must have been employed in a regular position for a minimum of one year; and

14.2.2 Must be absent from work due to his/her own catastrophic illness or injury for more than twenty (20) consecutive days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

14.2.3. Must have exhausted all earned leave balances (including sick leave (if related to the employee's own illness), vacation, overtime and CTO accruals. However, the Personnel

Officer may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balance indicate the probable exhaustion of balances within two pay periods.

14.3 Donations:

1. Are voluntary;
2. Are made from accrued vacation and/or CTO balances;
3. May not be made through_donation of sick leave;
4. Must be for a minimum of eight (8) hours, in whole hour increments;
5. Are irrevocable, and
6. Are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

14.4 Donations shall be processed in the order received. However, a donor's leave shall not be reduced until the recipient actually uses the leave. Unused donations shall remain with the donor.

14.5 An employee may not donate more than eighty (80) hours to any other individual employee.

14.6 The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the Personnel Officer.

14.7 Upon approval of a request for donations, the Personnel Officer (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice.

14.8 Nothing in this section shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. Neither shall this section modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.

14.9 This provision will sunset and be deleted from this MOU once the parties reach agreement on a City Policy covering this issue.

ARTICLE 15: OVERTIME

15.1 The City shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications represented by the Association when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.

Employees working in exempt positions (either as a regular assignment or when working out of class) shall not qualify for overtime.

15.2 Except as provided below, overtime for eligible employees shall be defined as follows:

15.2.1 For employees assigned to a 12/84 work schedule, work in excess of eighty-four (84) hours in a fourteen (14) day work period, exclusive of stand-by and call-back pay.

15.2.2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by and call back pay, provided, however, such law enforcement personnel in attendance at the P.O.S.T or F.B.I academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the City. For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

15.2.3 For the purpose of computing overtime, all regularly scheduled work hours, including paid leave time, shall be considered time worked.

15.3 Overtime is compensable at the rate of time and one-half the regular hourly rate, computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).

15.4 Overtime shall be placed in a compensatory time off (CTO) account or paid in the pay period in which earned at the discretion of the Chief of Police or his/her designated representative. The maximum allowable balance in the CTO account shall be 175 hours. Employees will not be permitted to accrue additional CTO over the 175 hour cap. In the event that an employee accrues more than 175 hours, any hours in excess of 175 will be paid out no later than the next full pay period.
CTO will be cashed out (at the employee's salary rate before promotion) upon promotion.

15.5 When an employee wishes to take compensatory time off and requests time off at least ninety-six hours prior to the time such hours would be taken off, the Chief of Police will make every effort to comply with the employee's request. Approval of this request is subject to a determination by the Chief of Police of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without pay and granted pursuant to the City Policies and Procedures.

15.6 All unused hours in the compensatory overtime account shall be cashed out in the last full pay period including December at the employee's regular rate of pay.

15.7 Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.

15.8 When an employee is off duty, not on standby, and called back to work, said employee shall be given credit for at least four (4) hours of work time.

15.9 Court Standby

Sworn employees off-duty and under subpoena for a criminal case shall receive 2 hours of overtime standby pay at the rate of time and one-half of the employee's straight time rate of pay (including premiums expressed as a percentage of base pay) if they are off-duty during the entire time court is in session. For the purpose of this issue, court is deemed to be in session starting at 9 am and concluding at 5 pm. Members placed on standby status by the district attorney are required to have the subpoena renewed after five court days if they are still on stand-by status.

Members under subpoena in a civil matter must require the Attorney of record on the subpoena to deposit the required funds in the form of a cashier's check to the City of East Palo Alto to cover the five days in advance of the court date.

15.10 Court Callback

Sworn employees subpoenaed to court as an Officer of the City during off-duty hours shall be compensated for such court time at the rate of time and one-half (1-1/2) the employee's regular rate of pay. For said court time, employees shall be paid a minimum of four (4) hours at the premium rate specified above. Court time in excess of four (4) hours shall be compensated at the premium rate specified above on the basis of hours actually spent at the court and charged in thirty (30) minute increments. The employee must be off-duty to qualify for court time pay and shall submit an Overtime Request Form.

Employees receiving court callback pay do not qualify for court standby pay.

ARTICLE 16: VEHICLE DAMAGE REIMBURSEMENT

16.1 The City has provided a secured parking location for officers' privately owned vehicles.

16.2 In the event (a) the City ceases providing a secure parking area, or there are no available spaces in the secured parking area, and (b) an officer's privately owned vehicle is vandalized outside a secured parking area while the officer is on-duty, City agrees to pay a maximum of $250 per incident, up to a maximum of $1,000 per year per officer toward the cost of any deductible owed to the officer's insurance company. Said payment will be made to the officer upon submittal of proof of insurance and of deductible owed. An officer who discovers that his/her car has been vandalized shall report such damage within one (1) hour after discovery to their immediate supervisor. An Incident or Malicious Mischief Report shall be prepared, along with a picture of the damage, by a person other than the employee, within 24 hours after discovery and submitted along with the claim for reimbursement.

16.3 DMV PULL NOTICE PROGRAM

Employees whose positions require that they operate vehicles on city business, must possess and maintain a valid California driver's license appropriate for the job and vehicle(s) to be operated. The City will enroll all bargaining unit members in the City's department of motor vehicles employer pull-notice program.

ARTICLE 17: PROBATION

17.1 Probationary Period

Unit members covered by this agreement shall have an initial probationary period of eighteen (18) months of actual service for new officers. The probationary period for promotional positions within the Department and for lateral hires (i.e.• employees who are already possess a basic POST certificate at the time of hire) shall be twelve (12) months. Upon request of the Chief of Police, the Personnel Officer or designee may extend the probationary period of a unit member by a period not to exceed three (3) months. The Personnel Officer or

designees shall notify the Police Chief at least one-and-one-half (1-1/2) months prior to the completion of an employee's probationary period. The Police Chief shall submit to the Personnel Officer an Employee Performance Report (EPR) within thirty (30) calendar days prior to the due date, indicating any concern over the employee's performance which would support the extension of a probationary period.

17.2 Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time without the right of appeal or recourse to the grievance procedure under this MOU or Section 3.15 of the Personnel Rules. Notification of rejection from probation shall be in writing to the employee. Upon notification of rejection from probation, the employee may request a meeting with the Personnel Officer to review the reasons for rejection. An employee rejected during a promotional or transfer probationary period shall be reinstated to a vacant position, if available, in a_ class from which he/she was promoted or transferred, unless rejected on the basis of charges leading to discharge. If no vacancy exists, the employee may exercise displacement procedures set forth in Section 3.13 of the Personnel Rules.

ARTICLE 18: TUITION REIMBURSEMENT

18.1 The City shall establish a Tuition Reimbursement Program for Police Unit members.

18.2 Subject to the availability of funding, the City will reimburse expenses for tuition, books, and curriculum fees incurred by an employee within the representation unit, to a maximum of Four Hundred Dollars ($400.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job-related skill. The rate of reimbursement shall be one hundred percent (100%) for completion of job-related courses and fifty percent (50%) for the completion of courses leading to an academic degree. Programs must be approved in advance by the Chief of Police to qualify for reimbursement.

ARTICLE 19: SPECIAL ASSIGNMENTS

19.1 Special Assignments shall be at the discretion of the Chief and shall be for no more than four (4) years. In anticipation of the end of an assignment (either the initial four-year assignment, an assignment which has already been in effect for four or more years, or the end of an additional year as provided below), the Department will announce the assignment opportunity and conduct a test to identify a qualified candidate. If there are no qualified candidates, the Department will extend the incumbent member for one (1) additional year. This will be done annually for that position to ensure members have access to the position until it is filled by a new member.

The parties agree that elimination of or a change in assignments is a regular part of the assignment process and shall not be deemed disciplinary in nature.

19.2 Effective upon Adoption of the Agreement, an additional five percent (5%) pay allowance shall be awarded for all special assignments, including:

1. Motorcycles
2. Detective
3. School Resources Officer
4. Field Training Officer (normally four, but subject to change per the Chief)

19.3 The parties may establish additional special assignments by mutual agreement

19.4 Bargaining Unit members shall receive special assignment allowance pay for the entire period that they are in an assignment. However, when a Bargaining Unit member is assigned to a higher classification, and is not performing the duties of the special assignment, he/she will not receive special assignment allowance pay.

For example, if a Police Officer is assigned to the special assignment of Detective, and subsequently is assigned an acting assignment as the Patrol Sergeant, he/she stops working as a Detective. The officer no longer earns a Detective pay differential when serving in an acting capacity as a Sergeant. However, if that same officer is assigned to work as a Detective Sergeant, he or she will continue to earn the differential.

19.5 Canine Pay

19. 5.1 Assignment of a canine shall be at the discretion of the Chief. Each employee who is assigned to the duty of feeding, caring for and supervising police dogs, which duty is performed by the employee at his/her home and during hours when he/she is otherwise not on duty with the Police Department, shall be credited with 3.5 hours of overtime per week.

19.5.2 Such additional compensation shall not be paid for any two (2) biweekly periods when such additional duty is not performed by the employee, whether for the reason that the dog assigned to such employee is boarded at a kennel at City expense or otherwise.

19.5.3 The additional compensation provided for in Section 19.5.1 is granted in recognition of the personal investment, duties and responsibilities of the K-9 assignment including the time spent by the unit employee while off duty in the care and maintenance of the assigned canine, which is estimated to be 4.6 hours per week. The additional compensation is based on the expected additional work required for the care of the dog, given the work historically required for such care. This extra compensation is not to be considered premium pay. The City shall pay costs associated with the "Initial Basic Training of Handler and K-9" when an officer is assigned to canine duty.

19.5.4 The City shall either supply or reimburse the officer for the cost of food and medical care (including prescription medication) for the canine.

19.6 Detective On-call Pay

Detectives assigned to be on-call shall be compensated eight (8) hours at the employee's straight time rate of pay (including premiums expressed as a percentage of base pay) for being on-call seven (7) continuous days. In order to be eligible for the on-call pay the detective shall be available to respond to call out requests five (5) of the seven (7) days the detective is on call.

ARTICLE 20: UNIFORM ALLOWANCE

20.1 Allowance

Employees of the Police Department in the classifications of Police Officer and Police Sergeant, who have been so employed for one (1) year or more with the City of East Palo Alto, and are required to wear a uniform, shall be provided an annual uniform allowance of one-thousand, two hundred dollars ($1200.00). The uniform allowance will be paid monthly, on the last full pay period of each month.

For the first year of service, the Police Department shall issue purchase orders for the purchase of two pants, three shirts, one belt, one pair of shoes, one nameplate, and one set of raingear, consisting of a jacket and pants.

20.2 Safety Equipment

The City shall furnish, at its own expense, all safety equipment required by the City and State Law. Soft body armor, riot helmets and protective gas masks, shall be made available in the manner prescribed in the Department's Operations Manual. Such furnished safety equipment and any and all replacements furnished by the City at any time shall remain the property of and under the control of the City. City shall also furnish ammunition for weapons authorized to be carried on duty by the Chief of Police; supply includes ammunition needed for qualification and on duty use only.

20.3 Plain Clothes Officers

Employees in classifications of Police Officer and Police Sergeant who, in the course of their work, do not wear a uniform, shall be paid an annual clothes allowance of nine hundred dollars ($900.00). The clothing allowance will be paid monthly, on the last full pay period of each month.

20.4 Safety Equipment Standards

City will work with the Association to develop a replacement schedule for safety equipment and vehicles.

ARTICLE21: PREMIUMPAY

21.1 Premium Pay

City agrees to provide qualified employees the following premium payments:

21.1.1 Bi-lingual Pay: On recommendation of the Chief of Police and approval of the City Manager, payment of two hundred dollars per month ($92.31 bi weekly) will be paid to eligible personnel who are required to use their bilingual Spanish skills in the performance of their duties with members of the public. Selection of the language shall be by the City, and all personnel receiving the differential must be certified as proficient by the City. Employees may request the approval of additional languages based on City needs. Each language request will be reviewed by the Chief of Police and City Manager. The certification request process may occur twice a year (June and December).

21.1.2 Intermediate/Advanced POST Certificates:

Police Unit members shall receive a salary adjustment equal to five percent (5%) of hourly base pay for possession of an Intermediate POST Certificate, and shall receive a salary adjustment equal to two and one-half percent (2.5%) of hourly base pay for possession of an Advanced POST Certificate. If a member holds both Intermediate and Advanced POST Certificates he/she will receive a salary adjustment equal to seven and one-half percent (7.5%) of hourly base pay.

It is the employee's responsibility to provide Police Command Staff and the Department of Finance (Support Services Manager) with evidence that they have submitted a complete application to POST. The salary adjustment for Intermediate or Advanced POST will be effective the first full pay period following provision of said evidence. In the event POST does not issue a certificate based on the application provided to Command Staff and the Support Services Manager, the salary adjustment will be null and void and any payments to the employee under this section will be reimbursed through payroll deduction over the same time period as the overpayment.,_

21.1.3 Longevity Pay:

Police unit members with ten (10) years continuous service with City shall receive a 2.5% increase in compensation. Unit Members will receive these increases in the pay period following the anniversary date often (10) years continuous service with the City. The maximum longevity pay any member can receive shall not exceed two point five percent (2.5%).

ARTICLE 22: OUTSIDE EMPLOYMENT

Employees may engage in other employment or enterprise provided:

1. Such employment does not interfere with required duties or conflict with the City interests; and
2. Such employment is approved in advance in writing by the Chief of Police, reviewed by the City Manager, and a copy filed with the Human Resources Department.

Approval may be denied or revoked for non-compliance with the above provisions.

ARTICLE 23: AUTOMATIC PAYROLL DEPOSIT

23.1 All employees covered by this Agreement shall participate in the City's automatic payroll deposit program by completing a payroll authorization form and submitting the form, along with a voided check or savings de Department. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

23.2 When the authorization form is properly executed and filed with the Finance Department, the City shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

ARTICLE 24: HOURS OF WORK

24.1 Work Schedules

Employees may be assigned to a 5-8 work schedule (five eight-hour days followed by two schedules days off), a 4-10 work schedule (four ten-hour days followed by three scheduled days off), or a 12-hour work schedule (two tours, one week consisting of three (3) twelve-hour days followed by four (4) regularly scheduled days off, second week consisting of four (4) twelve-hour days followed by three (3) regularly scheduled days off). The City will provide POA with notice and an opportunity to meet and confer prior to implementing and new unit schedules (e.g., converting the patrol schedule from 12's to 4-10).

The normal workday shall include on-duty time for a meal break. Missed meal breaks do not result in an overtime entitlement for employees.

24.2 Training

1. Employees assigned to training may have their schedule modified to accommodate the training schedule (e.g., an employee may be shifted to a 4-10 or 5-8 work schedule) but will continue to be entitled to on-duty time for a meal break of up to 1-hour, so long as the on-duty meal break does not result in overtime for the employee. Employees will not be required to use leave time to "make up" for lost hours due to a work schedule modified to accommodate training (e.g., an employee who normal schedule for a week would be 48 hours who is reassigned to a 5-8 schedule for a training week will not be required to use leave time to make up the extra hours).
2. Where an employee's schedule is not changed (e.g., single day or partial week trainings), the employee

will be compensated in the following manner: (a) training that falls on a regularly-scheduled workday will be compensated based on the employee's full shift (including an on-duty meal break of up to one hour which does not result in overtime); (b) training that falls on a regular day off will be compensated on an hour-for-hour basis (with no on duty meal break).

ARTICLE 25: LAYOFF AND REEMPLOYMENT

25.1 Definition of Layoff

Layoff is defined as the separation of employees from the active work force due to lack of work or funds, organizational or duty changes, or the abolition of positions by the Council. The City Manager shall designate the number and dispositions for layoff as approved by the Council. The decision to layoff shall not be subject to the grievance procedure contained in this Agreement.

25.2 Order of Layoff

Layoff shall be based on seniority in class, which shall be defined as the employee's total continuous time of permanent and probationary employment in the class in which employed. Total continuous time shall include military leave in accordance with State Law. In the event two (2) employees have identical seniority, the employee who had the highest ranking on the employment list for the position currently held shall have precedence. In the absence of a list, the drawing of lots shall decide which employee is senior. No probationary or permanent employee shall be laid off while any temporary employee occupies a position in the same class. The Human Resources Department shall provide seniority lists before layoff notices are prepared.

25.3 Notice to Employees

Permanent and probationary employees shall receive written notice (to be hand-delivered by the department management whenever possible) stating the reason for layoff a minimum of thirty (30) calendar days prior to the date of expected layoff. Similar notice shall be provided to the affected recognized employee organization representing the classes. With such notice, the employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. The Department shall make every effort to allow employees who are to be laid off reasonable time to seek other employment. Pay for such time off shall be provided to full-time permanent and probationary employees only.

25.4 Displacement Rights

A full-time permanent or probationary employee who is laid off from his/her classification shall be entitled to displace another employee with less seniority in an equal or lower paying classification within the representation unit for which he/she meets the minimum qualifications and in which he/she has held prior permanent status. To successfully displace another employee, an employee must be fully qualified, trained, and capable of performing all work in the new classification. Permanent part-time employees may displace only other permanent part-time employees. When minimum qualifications have increased, the Personnel Officer may temporarily waive the increased requirements if previous successful performance is documented, and provided the requirements are met within a reasonable time.

25.5 Reemployment

Permanent and probationary employees who are laid off, demoted, or who have exercised employment rights set forth in this Rule in lieu of layoff shall have their names placed on reemployment lists for the classification from which laid off and any classifications previously held in order of total continuous time served in probationary and permanent status in the City Service.

ARTICLE 26: NO STRIKE

The Union agrees that during the term of this Memorandum of Understanding, neither it nor the employees it represents will engage in, encourage, sanction, and/or support, any: **(1)** strikes; (2) slowdowns;(3) mass resignations; (4) mass absenteeism; and/or (5) picketing, which would involve the suspension of, or interference with, normal work of the Department or other City departments.

ARTICLE 27: SHIFT & VACATION DRAWS AND SPECIAL ASSIGNMENTS

Seniority by classification will govern the selection of vacation days and shift selection.

27.1 Shift Bid

Bi-Annual shift bid shall occur in the months of May and November. The May bid will establish shifts for the period from July through December and the November bid will establish shifts for the period from January through June.

27.2 Vacation Bid

One person per side of the week is allowed for the first half of the year.

Officers and sergeants shall be allowed to sign for two contiguous weeks during the first bid.

One officer per all of patrol shall be allowed for the second half of the year.

Officers can select from any available slot for the entire year during vacation bid.

Officers can select additional vacation time after the mid-year (July) shift change.

Sergeants may, with the approval of the Division Commander, allow a team member to take additional vacation time, as long as it is projected that the team will be at or above minimum staffing levels at the time the vacation is approved.

ARTICLE 28: SUPERSEDENCE

The inclusions of language in this Memorandum of Understanding concerning matters formerly governed by City Rules, Regulations, Resolutions and Ordinances shall not be deemed to be a preemption of the entire subject matter. Accordingly, City Rules, Regulations, Resolutions and Ordinances not in conflict with specific provisions of this Agreement shall not be construed to be superseded by this Agreement and shall continue in full force and effect.

ARTICLE 29: SEPARABILITY

Notwithstanding any other provisions of this Agreement to the contrary, in the event that any article, or subsections thereof of this Agreement shall be disclosed invalid by any court of competent jurisdictions, or by an applicable State or Federal Law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal Law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Article or Subsections thereof affected. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 30: FULL UNDERSTANDING MODIFICATION AND WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Nothing herein shall be viewed as restricting or otherwise limiting the employee's rights under the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.).

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

ARTICLE 31: TERM

July 1, 2024 to June 30, 2027.

POA Representative(s) and the Chief of Police shall continue to work together to reduce overtime and other costs during the term of this agreement.

_____
Matthew Taylor
Chief Negotiator, MAJ Labor

_____
Melvin Gaines
City Manager

_____
Eric Lopez-Ventura
POA President

_____
Ana Torres- Mondragon
Human Resources Manager

_____
Joseph Klein
POA Bargaining Team

_____
Brenna Rowe
Sloan Sakai, Chief Negotiator

_____
Stephen Kalb
POA Bargaining Team

_____
Angel Sanchez
POA Bargaining Team

CONSENT ITEM 3.2

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

BY: Melvin E. Gaines, City Manager

SUBJECT: Interagency Agreement with West Bay Sanitary District

Recommendation

Adopt a resolution authorizing the City Manager to award to, negotiate, and execute an interagency agreement with West Bay Sanitary District, in a form approved by the City Attorney in an amount not-to-exceed $1,453,932.00 annually, with a contingency of $269,952.00, for a total not-to-exceed of $1,723,884.00 annually.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development
Priority: Promote Health & Public Safety

Background

On November 10, 2022, the City submitted a proposal application to the San Mateo Local Formation Commission (LAFCo) to establish the East Palo Alto Sanitary District (EPASD) as a subsidiary of the City of East Palo Alto. At a public hearing on November 15, 2023, LAFCo unanimously approved the City's application over an alternative proposal submitted by EPASD.

LAFCo Resolution 1312 documents this approval and sets forth specific terms and conditions, including in relevant part:

- **Condition 2:** The City must enter into an agreement with a private or public agency for the operation and maintenance of the sewer system.

- **Condition 3:** If protest thresholds by landowners and registered voters are not met, the LAFCo Executive Officer will record a Certificate of Completion with the County Clerk-

Recorder Office, following a protest hearing and evidence of compliance with Condition 2.

- **Condition 6:** Within 90 days of the Certificate of Completion issuance, the City must submit a plan for establishing an advisory committee for the subsidiary district. This committee will advise on various matters, and the plan must include at least one seat for a resident of the Menlo Park portion of the EPASD service area. The City of East Palo Alto must collaborate with Menlo Park on the advisory committee's composition and provide evidence of this correspondence to LAFCo.

EPASD requested a reconsideration of Resolution 1312, which LAFCo disapproved on February 7, 2024. The protest period started on February 12, 2024, with a protest hearing scheduled for May 22, 2024. Protest ballots were collected until the hearing's close at 2:59 pm on May 22, 2024.

On June 24, 2024, LAFCo Executive Officer Rob Bartoli announced in writing that the protest ballots did not meet the thresholds required to terminate the proceedings or to require an election. The LAFCo Commission is expected to confirm these results tomorrow at their July 17, 2024, meeting. If Condition 2 is met (final execution of an operation and maintenance agreement), the LAFCo Executive Officer will then record the Certificate of Completion. EPASD will become a City subsidiary on August 1, 2024.

This agenda report concerns condition number 2 above (operation and maintenance agreement). Staff recommends authorizing the City Manager to award the contract to West Bay Sanitary District (West Bay).

Request for Proposals for Operation and Maintenance of the Sewer System

On February 7, 2023, the City Council directed staff to issue a Request for Qualifications (RFQ) to identify entities capable of providing sanitary sewer services if EPASD becomes a subsidiary of the City. The plan was to follow the RFQ with a Request for Proposals (RFP) from the most qualified entities. Staff would then recommend a partnership to the Council if EPASD becomes a City subsidiary.

The RFQ was issued on March 3, 2023, and closed on April 14, 2023, with only one respondent, West Bay. Despite being the sole respondent, West Bay met all the qualifications specified in the RFQ. West Bay provides similar sanitary services to other municipalities on the peninsula, including Woodside and Los Altos Hills, and already serves portions of East Palo Alto. Both Woodside and Los Altos Hills gave positive feedback about West Bay's services. Consequently, staff recommended West Bay as the pre-qualified proposer.

On May 20, 2023, the City Council authorized the City Manager to release an RFP to which West Bay could respond. West Bay submitted a proposal, and to meet LAFCo Resolution 1312 Condition 2, staff recommends entering an interagency agreement with West Bay.

Analysis

West Bay was the only respondent to the RFQ and thus the sole eligible respondent to the RFP. Staff and Freyer & Laureta (F&L) evaluated West Bay's proposal based on completeness, responsiveness, experience, qualifications, references, and other factors. The review concluded that West Bay is well-qualified to operate and maintain the sewer system due to their local presence, current service in East Palo Alto, and proven track record with other municipalities.

Proposed Services

West Bay's proposal includes the following services:

- Project Management and Reporting;
- Maintaining a clean and efficient sanitary sewer system;
- Inspecting the sanitary sewer system;
- Responding to Sanitary Sewer Overflows;
- Updating and maintaining system maps;
- Providing support services like underground service alert markings; and
- Partnering with the City to conduct outreach and education efforts.

Optional items include services like pipe patch repairs, open trench repairs, and developing a spill emergency response plan.

Proposed Costs

West Bay's cost proposal is $1,453,932 annually, excluding optional services. With optional services, the cost increases to $1,723,884 annually. The FY 2022-23 EPASD Budget allocates $1,650,000 for water treatment, which will remain a cost if EPASD becomes a City subsidiary, and $2,282,900 for salaries, benefits, and operations and maintenance. West Bay's proposed costs, combined with potential sanitary sewer related staff salaries and benefits, are likely to be less than the $2.28M budgeted by EPASD. However, due to EPASD's reluctance to meet with the City, and unwillingness/inability to provide accurate information these cost assumptions may require future amendment.

Next Steps

Upon City Council approval, staff will finalize an agreement with West Bay for the operation and maintenance of the sanitary sewer system, including asking West Bay to execute the agreement and provide a copy to LAFCo. The proposed agreement term will be a period of five years with two five-year extension options. Implementation of this agreement will be contingent upon EPASD becoming a City subsidiary, at which point the City of East Palo Alto will transfer the agreement to EPASD.

Fiscal Impact

There is no fiscal impact for this item. The costs for this agreement will ultimately be paid for by

EPASD.

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 entitlement involves a contract that was competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

Attachments:

1. Resolution.

RESOLUTION NO. XX-2024

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

AUTHORIZING THE CITY MANAGER TO AWARD TO, NEGOTIATE AND EXECUTE A CONTRACT WITH WEST BAY SANITARY DISTRICT FOR THE OPERATION AND MAINTENANCE OF THE EAST PALO ALTO SANITARY DISTRICT SEWER SYSTEM IN AN AMOUNT NOT-TO-EXCEED $1,453,932.00 ANNUALLY, WITH A CONTINGENCY OF $269,952.00, FOR A TOTAL CONTRACT NOT-TO-EXCEED OF $1,723,884.00 ANNUALLY

WHEREAS, the City has requested that the San Mateo Local Agency Formation Commission (LAFCo) consider establishing the East Palo Alto Sanitary District (EPASD) as a subsidiary district to the City; and

WHEREAS, it is necessary for the City to be able to providing sanitary sewer services should EPASD be made a subsidiary district of the City; and

WHEREAS, on February 7, 2023, by motion, the City Council directed staff to issue a Request for Qualifications (RFQ) to identify entities who feel they can provide sanitary sewer services with the intention that those that meet the qualifications would be allowed to respond the subsequent Request for Proposals (RFP); and

WHEREAS, on March 3, 2023, the City issued the RFQ to identify entities who feel they can provide sanitary sewer services; and

WHEREAS, on April 14, 2023, the City's RFQ closed with only a single respondent, West Bay Sanitary District (West Bay); and

WHEREAS, Section 2.84.170 of the East Palo Alto Municipal Code allows for the prequalification of vendors; accordingly, West Bay was subsequently determined to be a pre-qualified respondent; and

WHEREAS, on May 16, 2023, the City Council authorized the City Manager to issue a Request for Proposals (RFP) from the qualified vendor list to provide sanitary sewer services should EPASD become a subsidiary district the City; and

WHEREAS, West Bay submitted a proposal in response to the RFP on September 15, 2023; and

WHEREAS, City staff reviewed and recommended for selection the proposal submitted by West Bay, for a total not-to-exceed amount of $1,723,884 annually; and

WHEREAS, the City will transfer this agreement to EPASD if it becomes a City subsidiary.

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. Authorizes the City Manager to award to, negotiate, and execute a contract with West Bay Sanitary District in a form to be approved by the City Attorney, in an amount not-to-exceed $1,453,932.00 annually, with a contingency of $269,952.00, for a total not-to-exceed of $1,723,884.00 annually for a five-year term with the possibility for two (2) five (5) year extensions; and

3. Finds that 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 governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 16th day of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

CONSENT ITEM 3.3

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: JULY 16, 2024

TO: Honorable Mayor and Members of the City Council

BY: Melvin E. Gaines, City Manager

SUBJECT: Plan to Establish an Advisory Committee to the Governing Body of the EPASD Subsidiary District.

Recommendation

By motion, authorize the City Manager to submit to LAFCo the proposed plan to establish an advisory committee to the governing body of the EPASD subsidiary district.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development
Priority: Promote Health & Public Safety

Background

On November 10, 2022, the City submitted a proposal application to the San Mateo Local Formation Commission (LAFCo) to establish the East Palo Alto Sanitary District (EPASD) as a subsidiary of the City of East Palo Alto. At a public hearing on November 15, 2023, LAFCo unanimously approved the City's application over an alternative proposal submitted by EPASD.

LAFCo Resolution 1312 documents this approval and sets forth specific terms and conditions, including in relevant part:

- **Condition 2:** The City must enter into an agreement with a private or public agency for the operation and maintenance of the sewer system.
- **Condition 3:** If protest thresholds by landowners and registered voters are not met, the LAFCo Executive Officer will record a Certificate of Completion with the County Clerk-Recorder Office, following a protest hearing and evidence of compliance with Condition 2.

- **Condition 6:** Within 90 days of the Certificate of Completion issuance, the City must submit a plan for establishing an advisory committee for the subsidiary district. This committee will advise on various matters, and the plan must include at least one seat for a resident of the Menlo Park portion of the EPASD service area. The City of East Palo Alto must collaborate with Menlo Park on the advisory committee's composition and provide evidence of this correspondence to LAFCo.

EPASD requested a reconsideration of Resolution 1312, which LAFCo disapproved on February 7, 2024. The protest period started on February 12, 2024, with a protest hearing scheduled for May 22, 2024. Protest ballots were collected until the hearing's close at 2:59 pm on May 22, 2024.

On June 24, 2024, LAFCo Executive Officer Rob Bartoli announced in writing that the protest ballots did not meet the thresholds required to terminate the proceedings or to require an election. The LAFCo Commission is expected to confirm these results tomorrow at their July 17, 2024, meeting. If Condition 2 (final execution of an operation and maintenance agreement) is met, the LAFCo Executive Officer will then record the Certificate of Completion. EPASD will become a City subsidiary on the first day of the next month after the Certificate of Completion is recorded.

This agenda report concerns Condition 6 (submission of a plan regarding an advisory committee to the EPASD's new governing body), which must be fulfilled within 90 days of the Certificate of Completion, anticipated around October 15, 2024. Significantly, Condition 6 simply states that the City of East Palo Alto, as the future governing body of EPASD, shall provide a reserved seat for a resident of the City of Menlo Park on the advisory committee. Condition 6 does not require that a Menlo Park resident serve on the committee at all times (it simply requires a reserved seat; a right to representation, not the obligation). Similarly, as is true of all advisory committees, it does not require the Council, acting in its capacity as the governing board of EPASD, to receive a recommendation prior to taking action on behalf of ratepayers. If the City Council agrees with the proposed plan for the advisory committee, Condition 6 can be met earlier. Staff recommends establishing the advisory committee for the EPASD Subsidiary District, as set forth in this staff report, which shall constitute the plan.

Analysis

On June 26, 2024, Mayor Antonio Lopez, Vice Mayor Martha Barragan, and City Manager Melvin Gaines met with Menlo Park's Mayor Cecilia Taylor and City Manager Justin Murphy to discuss the advisory committee's composition and other matters discussed in this agenda report. They agreed that Menlo Park should have a role in appointing the resident for its reserved seat on the committee. The advisory committee will advise the East Palo Alto City Council on EPASD matters, including customer service, rates, and costs.

Advisory Committee General Objectives

The Committee's main role is to function as a subordinate body to EPASD's new governing body, including to advise the City Council/EPASD Board on administrative, legal, operational,

maintenance, and financial matters, including operations and maintenance agreements, annual budgets, capital improvement planning, and service rates.

Advisory Committee Composition and Qualification of Members

The Committee will consist of five members, and an alternate, who live within the EPASD boundaries and are at least 18 years old. The alternate would be appointed by the Council and would be elevated to a voting member in the event of the absence of any member of the Committee. Although most East Palo Alto boards have at least seven members, this committee is proposed to have five due to past difficulties in filling positions and establishment of quorum to consistently conduct committee business.

Advisory Committee Members Appointment

The Menlo Park City Council will appoint one member from within EPASD boundaries in Menlo Park, while the East Palo Alto City Council will appoint four members and an alternate from within EPASD boundaries, regardless of municipality. If no suitable Menlo Park resident is found, the Menlo Park Council may appoint a non-Menlo Park resident within EPASD boundaries. Again, because Condition 6 simply requires a reserved seat for a Menlo Park resident, the Menlo Park City Council may appoint a non-resident if they are unable to appoint a resident. Condition 6 permits this flexibility, which will allow EPASD business to not be unduly impacted by issues arising out of appointment. Members will serve three-year terms, with the inaugural Committee having staggered terms to ensure continuity.

Table 1: Example of Terms

Appointing Body	Initial Term	Subsequent Term
City of Menlo Park 1	2024-27	2027-2030
City of East Palo Alto 2	2024-27	2027-2030
City of East Palo Alto 3	2024-27	2027-2030
City of East Palo Alto 4	2024-26	2026-2029
City of East Palo Alto 5	2024-26	2026-2029
City of East Palo Alto Alternate	2024-27	2027-2030

Advisory Committee Member Recruitment

The City of East Palo Alto will advertise the advisory committee openings through its website, e-newsletter, social media, and in collaboration with Menlo Park. Notices will be sent to all EPASD property owners informing them of the governance change and the opportunity to join the advisory committee.

Next Steps

Once the certificate of completion is issued, staff will return to Council with a resolution or ordinance formalizing the plan set forth in this staff report.

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 involve an entitlement.

Analysis of Levine Act Compliance: Not applicable.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager & John D. Lê, City Attorney

SUBJECT: Amendment of Code of Ethics and Conduct for Elected and Appointed Officials

Recommendation

Adopt a resolution amending the City of East Palo Alto "Code of Ethics and Conduct for Elected and Appointed Officials" to establish a Council protocol for agenda setting.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Ensure Our Financial and Organizational Health

Background

On June 1, 2021, the City Council adopted the Code of Ethics and Conduct for Elected and Appointed Officials (Code of Ethics and Conduct). This policy expanded upon, repealed, and replaced the "Council Rules of Procedure" which were adopted September 6, 2016. The Code of Ethics and Conduct applies to both elected and appointed officials, including the City Council and City advisory bodies. The policy 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.

In addition to outlining ethical standards and conduct rules (with each other, members of other governmental bodies, the public, media, and City staff), Section 7, the Code of Ethics and Conduct governs the City Council agenda setting process. However, the policy does not provide comprehensive direction on how a councilmember may add an item to a future City Council meeting agenda.

On February 20, 2024, during the Council Reports section of the City Council Meeting, the

Council discussed the need for the Council to clarify the procedure for Councilmembers to add items to future Council Meeting agendas. On April 2, 2024, the City Council appointed an ad hoc subcommittee consisting of Vice Mayor Martha Barragan and Councilmember Ruben Abrica to evaluate and propose potential policies clarifying the agenda setting process for City Council consideration. The subcommittee met and proposed changes to Section 7 of the Code of Ethics and Conduct to clarify the agenda setting process and explain what options a City Councilmember may have to add an item to a future City Council Meeting if the Mayor and Vice Mayor oppose the item being added.

Analysis

Section 7 of the Code of Ethics and Conduct currently defines the agenda setting process in subsection A. It reads:

SECTION 7: CITY COUNCIL AGENDA SETTING

A. *Agenda Setting Process: A City Council member may submit a request to the Mayor or Vice Mayor to add a matter to a future meeting agenda. The request will be considered at the Mayor/Vice Mayor meeting*.

The proposed amendments to this section define the Agenda Committee and its purpose, and further describes how councilmembers should make requests to the Agenda Committee, including options if their request is denied. The proposed amendments to the Code of Ethics and Conduct, Section 7, Subsection A are as follows with changes in red text:

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 ~~Mayor or Vice Mayor~~ 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 ~~Mayor/Vice Mayor~~ 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 agendize 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.

The intent of these amendments is not to create a new agenda setting process; but to document existing practices and establish them as policy. If the City Council adopts a resolution approving these amendments, the Code of Ethics and Conduct will be amended to reflect the changes described above.

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

1. Resolution, with Exhibit (Proposed Amended Code of Ethics and Conduct).

RESOLUTION NO. XX– 2024

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

AMENDING THE CITY OF EAST PALO ALTO CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS.

WHEREAS, on June 1, 2021, the City of East Palo Alto City Council adopted Resolution No. 75-2021 adopting the City of East Palo Alto "Code of Ethics and Conduct for Elected and Appointed Officials," and repealed the prior version titled "Council Rules of Procedure;" and

WHEREAS, the Code of Ethics and Conduct for Elected and Appointed Officials 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; and

WHEREAS, the Code of Ethics and Conduct for Elected and Appointed Officials outlines ethical standards, conduct rules, the City Council agenda setting process, and policy enforcement provisions; and

WHEREAS, in addition to outlining ethical standards and conduct rules (with each other, members of other governmental bodies, the public, media, and City staff), in Section 7, the Code of Ethics and Conduct governs the City Council agenda setting process, although it does not provide comprehensive direction on how a councilmember may add an item to a future City Council meeting agenda; and

WHEREAS, on February 20, 2024, during the Council Reports section of the City Council Meeting, the Council discussed the need for the Council to clarify the procedure for Councilmembers to add items to future Council Meeting agendas; and

WHEREAS, on April 2, 2024, the City Council appointed an ad hoc subcommittee consisting of Vice Mayor Martha Barragan and Councilmember Ruben Abrica to evaluate and propose potential policies clarifying the agenda setting process for City Council consideration; and

WHEREAS, the City Council desires to update the Code of Ethics and Conduct for Elected and Appointed Officials, in light of recommendations made by the ad hoc subcommittee, to clarify the agenda setting process and explain what options a councilmember may have to add an item to a future City Council meeting.

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. Adopts the amended Code of Ethics and Conduct for Elected and Appointed Officials, attached hereto as **Exhibit A**; and

3. Find 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 16th day of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

EXHIBIT A

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 ~~Mayor or Vice Mayor~~ 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 ~~Mayor/Vice Mayor~~ 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 agendize 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.

B. Council Inquiries: City staff shall be available for questions from City Council members in accordance with the Brown Act prior to and during meetings and shall respond to questions during meetings only when requested to do so by Council members, the City Manager, or the City Attorney.

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.

D. Keeping Council Informed: To the extent permitted by the Brown Act, the City Manager and City staff shall keep the Mayor and City Council members informed of significant issues in the City of East Palo Alto.

SECTION 12: CONDUCT WITH THE MEDIA

A. Introduction: Councilmembers are frequently contacted by the media for background and quotes. The best advice for dealing with the media is to never go "off the record." Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. However, one bad experience can be catastrophic. Words that are not said cannot be quoted.

B. Mayor as Spokesperson: The Mayor is the designated representative of the City Council to present and speak on an official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

C. Choose Words Carefully: Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

D. Limits on Advisory Body Members: Advisory Body members are not authorized to represent the City outside of official advisory body meetings unless specifically authorized to do so.

SECTION 13: SANCTIONS

A. Acknowledgement of Code of Ethics and Conduct: Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Advisory Body members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

B. Standards and Expectations: The Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the City Council, and Advisory Bodies. Members have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Mayor and City Council, and chairs of City Advisory Bodies have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

C. Councilmember Sanctions: Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or censured by the City Council, lose seniority or committee assignments (both within the City of East Palo Alto and with intergovernmental agencies) or other privileges afforded by the Council (i.e., restrictions on official City travel).

   Individual Councilmembers should point out to the offending Councilmember the perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full City Council.

D. Advisory Body Member Sanctions:

   1. Counseling: Counseling and verbal warnings may be administered by the Mayor to an Advisory Body member failing to comply with City policy. This lower level of sanctions shall be kept private to the degree allowed by law. The Mayor shall advise the chair of the respective Advisory Body of the counseling or verbal warning, and also notify the City Manager, City Attorney, and City Clerk.

   2. Investigation: When deemed warranted, the Mayor or majority of City Council may call for an investigation of an Advisory Body member's conduct. In addition, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor, or City Council in compliance with the Brown Act. The Mayor or City Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

3. Discipline: Written reprimands, censure and removal are all options available to the City Council for disciplining an Advisory Body member failing to comply with City policy. Any form of discipline imposed by City Council shall be determined by a majority vote of at least a quorum of the City Council at a noticed public meeting and such action shall be preceded by a report to City Council with supporting documentation.

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

The Code of Ethics and Conduct is an expression of the standards of conduct expected by the City for its elected and appointed officials. It therefore becomes most effective when Members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, Advisory Bodies, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and update it as necessary.

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

CONSENT ITEM 3.5

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Chin Hang (Ambrose) Wong, Special Projects Manager
Anwar Mirza, City Engineer
Humza Javed, Public Works Director

SUBJECT: Trash Capture Devices Installation Project (Capital Improvement Project SD-08)

Recommendation

Adopt a resolution authorizing the City Manager to award to, negotiate and execute a construction contract, in a form approved by the City Attorney, with United Storm Water, Inc., in the amount of $118,908.30, establish as 10% construction contingency in the amount of $11,890.83, for a total not-to-exceed amount of $130,799.13, and authority to execute future change orders in an amount not-to-exceed the appropriated construction contingency to provide construction services for the Trash Capture Device Project ("Project").

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Create a healthy and safe community.

Background

The Municipal Regional Permit (MRP) allows municipalities, like the City of East Palo Alto, to discharge runoff into the stormwater system. This underground system captures surface runoff water and releases it into the bay. The City's MRP is overseen and regulated by the San Francisco Bay Regional Water Quality Control Board (Water Board) and is obtained through the National Pollutant Discharge Elimination System (NPDES) permit program. The NPDES is a national program that keeps bodies of water within the United States as pollutant and trash free as possible.

As a requirement of possessing this permit, thresholds set by the Water Board to ensure

discharges to the system are of an acceptable quality must be met.

The water Board requires that municipalities within its purview take measures to capture one hundred percent (100%) of trash in their stormwater systems in 2025.

After the O'Connor Pump Station Full Trash Capture Device was installed, the City met 67% of this 100% compliance requirement. The remaining compliance measures to reach 100% full trash capture (Capital Improvement Project SD-08) include awarding this construction contract as well working with the California Department of Transportation (Caltrans) on a separate trash capture device at the City's border with Menlo Park.

SD-08 will be completed in phases and is fully-funded through Capital Improvement Program funds and a Cooperative Agreement with Caltrans. The current phase includes the installation of connector pipe screens in Zones C, D, E, F, G, H (attachment 2). Connector pipe screens are devices that allow trash to be captured in inlets instead of being conveyed through the stormwater system and ending up in receiving waters, such as the San Francico Bay / Pacific Ocean. These screens hold onto the trash until they are serviced and cleaned by a maintenance crew.

The second phase includes the design and construction for a separate full trash capture device installation in East Palo Alto, located near its border with Menlo Park, Caltrans has agreed to fund this phase in the amount of $2,225,000. This phase will be completed in 2025.

Analysis

Staff from the City's Public Works and Maintenance Departments met with the City's stormwater consultant, Stone Creek, to discuss potential solutions, and identified Zones C, D, E, F, G, H (attachment 2) to install connector pipe screens in the existing storm drain catch basins.

In May 2024, the City published online a request for proposals for a Trash Capture Device Installation. In June 2024, the City received two bids from two companies, please refer to the table below.

Trash Capture Devices Installation Project - Project No SD-08

Company	Bid Amount
United Storm Water Inc.,	$118,903.30
Michael Glynn Construction Services, Inc.	$119,520.00

Contingent upon completing all insurance and bonding requirements of the Contract Specifications, staff recommends that the City Council authorize the City Manager to execute a

construction contract with United Storm Water Inc., the lowest responsible bidder, in an amount not-to-exceed $118,908.30. and appropriating an additional $11,890.83 (10%) of construction contingency. The contractor provides all material, labor and equipment to install all devices.

The current tentative schedule for the project is as follows:

July 2024	City Council approves the Trash Capture Device Project
August 2024	Execute Contract and start the Project pre-construction meeting
October 2024	Construction completed

Fiscal Impact

This project and the contract with United Storm Water, Inc., in the amount of $118,908.30, with a 10% construction contingency in the amount of $11,890.83, for a total not-to-exceed amount of $130,799.13, will be funded entirely through Capital Improvement Program funds. The funding for this project was allocated during the Fiscal Year 2024-2025 budget approval process.

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 is exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines Section 15303 (Class 3), which exempts from further CEQA review the construction and location of limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure, as the lease envisions use of a temporary structures on site for offices.

Government Code § 84308

Applicability of Levine Act: No, as the entitlement involves a contract that was competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. Zone Map with Inlet Locations

RESOLUTION NO. XX – 2024

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

APPROVING THE CITY MANAGER TO AWARD TO, NEGOTIATE AND EXECUTE A CONTRUCTION CONTRACT WITH UNITED STORM WATER, INC. IN THE AMOUNT OF $118,908.30, ESTABLISH A 10% OF CONSTRUCTION CONTINGENCY IN THE AMOUNT OF $11,890.83 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $130,799.13, AND AUTHORITY TO EXCUTE FUTURE CHANGE ORDERS IN AN AMOUNT NOT-TO-EXCEED THE APPROPRIATED TO PROVIDE CONSTRUCTION SERVICES FOR THE TRASH CAPTURE DEVICE PROJECT

WHEREAS, the City of East Palo Alto committed to meet the City's Municipal Regional Stormwater Permit requirements; and

WHEREAS, to meet the requirements, the potential scope of work have been discussed, and the City staff and third party consultant Stone Creek Environmental Consultant identified to install trash capture devices inside the existing drainage catch basins within Zone C, D, E, F, G, H; and

WHEREAS, in May 2024, the City published online a request for proposal for a Trash Capture Device Installation; and

WHEREAS, by June 13, 2024, the City received two (2) contractors who submitted bids for the project; and

WHEREAS, City staff performed a bid review, verified qualifications, and checked references for the lowest responsible bidder, and deems the package satisfactory, with United Storm Water Inc. being the lowest responsible bidder with a bid amount of $118,908.30.

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. Authorizes the City Manager to award to, and negotiate and excite a construction contract, in a form approved by the City Attorney, with United Storm Water, Inc., in the amount of $118,908.30, establishes a 10% construction contingency in the amount of $11,890.83, for a total not-to-exceed amount of $130,799.13, and authorizes execution of future change orders in an amount not-to-exceed the appropriated construction contingency to provide construction services for the Project;

3. Finds that the proposed action is exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines Section 15303 (Class 3), which exempts from further CEQA review the construction and location of limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure, as the lease envisions use of a temporary structures on site for offices.

PASSED AND ADOPTED this 16th of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

CONSENT ITEM 3.6

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Calling the November 5, 2024, General Municipal Election

Recommendation

Adopt a Resolution:

1. Calling and ordering a Tuesday, November 5, 2024, General Municipal Election for the City of East Palo Alto, for the purpose of electing three members to the City Council; and

2. Authorizing the City Manager to enter into a service agreement with San Mateo County's Chief Election Officer to conduct the election.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Ensure Our Financial and Organizational Health

Background

Pursuant to State law and East Palo Alto Municipal Code Section 2.64.030 relating to elections, a regular General Election is to be held on every even numbered year for the purpose of filling vacant and/or term expired City Council seats and for placing any public or City Council-generated measure/initiative/referendum on the ballot.

A General Municipal Election will take place on Tuesday, November 5, 2024, in which the City of East Palo Alto City Council will have three City Council terms expiring. The resolution calling and ordering the General Municipal Election is provided as Attachment 1.

This resolution also authorizes the City Manager to execute a Service Agreement with the County of San Mateo to conduct the election.

The resolution requesting the consolidation of the General Municipal Election with the statewide General Election has been adopted and filed at a Council meeting on July 2, 2024.

Analysis

The City Council will have three expired terms in December 2024. The terms that are expiring are held by Antonio Lopez, Lisa Gauthier and Carlos Romero. In order to meet legal requirements, set by the Election Code, the City Clerk:

- Prepared this report and resolutions calling and ordering the General Municipal Election;
- Will prepare a San Mateo County Service Agreement to conduct the election and deliver it to the County Chief Elections Officer's office with a copy of the certified resolution after City Council's adoption; and
- Will publish a Notice of Election in a local adjudicated newspaper.

Fiscal Impact

The fiscal impact of the upcoming general election in November 2024 for the City of East Palo Alto is projected to vary based on the specifics of the ballot. For the election of East Palo Alto Councilmembers alone, the estimated cost ranges from $52,000 to $62,400, translating to a cost per registered voter between $4.32 and $5.18. If one ballot measure (5 pages in Sample Ballot & Official Voter Information Pamphlet (SBVIP)) is included, the total cost is estimated to increase by approximately $10,000 to between $61,000 and $73,200, with a cost per registered voter ranging from $5.08 to $6.10.

It is important to note that election costs are difficult to estimate precisely due to the variability in costs and the number of registered voters from one election to another. These estimates also depend on the number of jurisdictions participating in the election. A high and low range of estimates is provided for convenience, and the estimate for the candidate statement will be available by mid-June. Nevertheless, the FY 2024-25 Adopted Budget includes $1250,000 for the November 2024 election.

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, the proposed action does not involve an entitlement within the meaning of the Levine Act.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution Calling for Municipal Election
2. 2024 Service Agreement

RESOLUTION NO. ---

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO CALLING AND ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE PURPOSE OF ELECTING THREE MEMBERS OF THE CITY COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE SAN MATEO COUNTY RECORDER/ASSESSOR'S OFFICE TO CONDUCT THE CITY'S ELECTION

WHEREAS, under the provisions of state law and East Palo Alto Municipal Code relating to elections, there is to be a General Municipal Election on Tuesday, November 5, 2024, for the purpose of electing three members to the City Council to each fill a four-year term; and

WHEREAS, a service agreement will be prepared and forwarded to the City by San Mateo County for the purpose of conducting the General Municipal Election for the City of East Palo Alto; and

WHEREAS, the Office of the City Clerk will cause a legal public notice calling and ordering an election to be published in an adjudicated newspaper; and

WHEREAS, eighty thousand ($80,000) have been set aside in the City of East Palo Alto 2024-25 Fiscal Year Budget to cover the anticipated cost of San Mateo County's services to the City for this election and the City will receive an invoice from San Mateo County in January 2025; and

NOW, THEREFFORE, BE IT RESOLVED, that the City Council of the City of East Palo Alto hereby orders as follows:

1. There is called and ordered to be held in the City of East Palo Alto, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing three members to the City Council to each fill a four-year term expiring November 30, 2028.

2. The City Clerk is directed to publish a notice of the November 5, 2024 General Municipal Election within the prescribed time.

3. The City Clerk is directed to make available to the public in a timely manner, information pertaining to important filing dates for potential candidates and important deadlines regarding any candidate statements for the November 5, 2024 ballot.

4. Pursuant to California Elections Code section 13307, the City Clerk is directed to levy again each candidate availing himself or herself of the service of including a candidate's statement not to exceed two hundred (200) words in length in the voter's pamphlets, the actual prorated costs of printing, handling, and translating the candidates statement incurred by the City. The City Clerk shall provide written notice to such effect with each set of nomination papers issued and shall require payment of the estimated pro-rated share at the time the candidate statement is filed.

5. The City Clerk is directed to transmit all duly submitted candidate documents and ballot language to the San Mateo County Election office, as required by all official and established deadlines.

6. The City Manager is hereby authorized to enter into a service agreement with the San Mateo County Elections Office for provision of elections services.

7. The polls shall be open from 7:00 a.m. on the day of the election and shall remain open continually from that time until 8:00 p.m. of the same day when the polls shall be closed.

8. That in all particulars not recorded in this resolution, the election shall be held and conducted as provided by law for the holding of consolidated general municipal elections.

PASSED AND ADOPTED this 16th day of July 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SIGNED:

Antonio Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION SERVICES
BETWEEN THE CITY OF EAST PALO ALTO AND
SAN MATEO COUNTY CHIEF ELECTIONS OFFICER & ASSESSOR-COUNTY CLERK-RECORDER

This Service Agreement for the Provision of Election Services ("Agreement"), entered into this 16 day of July, 2024, by and between the City of East Palo Alto (the "Municipality") and San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the "Chief Elections Officer");

WHEREAS, it is necessary and desirable that the Chief Elections Officer be retained for the purpose of conducting an election, described in more detail below, for the Municipality; and

WHEREAS, the Chief Elections Officer has been asked by the Municipality to conduct an election on November 5, 2024 (the "Election").

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE MUNICIPALITY:

1) Within the time frame set by statute, the Municipality will request the Board of Supervisors, through the Chief Elections Officer, to conduct an election relating to the Municipality on November 5, 2024 and will request the services of the Chief Elections Officer in relation to the Election.

2) The Municipality will publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on and/or the Notice to File Arguments For or Against any measure.

3) The Municipality will submit to the Chief Elections Officer the offices to be voted on and the measure ballot questions by 88 days prior to the Election. The Municipality will submit to the Chief Elections Officer the names and ballot destinations of the candidates to appear upon the ballot by 81 days prior to the Election.

4) The Municipality will prepare and deliver to the Chief Elections Officer the ballot pamphlet information containing, as applicable, candidate designations and statements, ballot measure(s), tax rate statement(s), impartial analyses, arguments for or against measures and rebuttals thereto.

5) The Municipality will review and sign off on the official ballot wording for measures.

6) The Municipality will complete any other non-delegable tasks required by law in relation to the Election.

7) The Municipality shall maintain records/maps regarding the boundaries of the Municipality and will notify the Chief Elections Officer of any changes/additions to those boundaries by 125 days prior to the Election.

SERVICES TO BE PERFORMED BY CHIEF ELECTIONS OFFICER:

1) The Chief Elections Officer will select the sample and official ballot printer(s) and translators.

2) The Chief Elections Officer will prepare and deliver all election information to the printers and translators.

3) The Chief Elections Officer will determine the appropriate translation and transliteration of all pertinent documents.

4) The Chief Elections Officer will issue, receive and process vote by mail ballots.

5) The Chief Elections Officer will set up ADA compliant Vote Centers, publish any required notices and conduct the Election.

6) The Chief Elections Officer will provide services for any official recount or election contest, if applicable.

7) The Chief Elections Officer will conduct all aspects of the Canvass of Votes Cast. Pursuant to Section 10262 of the Elections Code, the Chief Elections Officer will submit a Certificate of Chief Elections Officer to the Municipality's governing body certifying the results of the Election.

8) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself. To the extent that the Municipality has obligations under law to perform various duties that relate to the Election beyond those directly involved with conducting the Election, those duties remain the responsibility of the Municipality. If the Municipality wishes to have any such duties performed by the Chief Elections Officer, the parties must mutually agree in advance in writing to have the Chief Elections Officer perform such duties. By way of example only, if the Municipality is required to send certain notices or adopt resolutions relating to the Election, those duties remain duties of the Municipality.

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the Election to be held on November 5, 2024, including before and after said Election date.

In the event the Chief Elections Officer is unable to perform services required under this Agreement as a result of employer/employee relation conditions, vendor conditions, the unavailability of Federal, State, or County funds, COVID-19-related limitations, and/or other conditions beyond the control of the Chief Elections Officer, the Chief Elections Officer will be relieved of all obligations under this Agreement. The Chief Elections Officer may terminate this Agreement after giving 72 hours written notice, at which time the Chief Elections Officer will be relieved of all obligations under this Agreement.

This Agreement can be terminated by the Municipality upon 30 days written notice.

COST FOR SERVICES

In consideration of the performance of services and supplies provided by the Chief Elections Officer, including 1) any and all costs incurred during a recount or election contest that are not reimbursed by the voter requesting the recount or filing the contest as specified in the Elections Code and 2) any other costs associated with the Election, such as return postage costs and costs for ensuring voter accessibility, the Municipality shall pay to the Chief Elections Officer a sum equal to the full cost of the Election, including all such services, supplies, and other costs.

The Chief Elections Officer shall send an itemized invoice to the Municipality for all services provided pursuant to this Agreement after the Election is conducted and all related costs are determined. Payment on the full amount of the invoice shall be due and the Municipality shall submit payment to the County of San Mateo within forty-five (45) days of the date of the invoice (the “Due Date”). If the amount is not paid in full within this time, interest shall accrue monthly at a rate of 0.25% per month (equivalent to 3% annually) on the unpaid balance starting at the Due Date. Thereafter, invoices will be sent and shall be payable within thirty (30) days of the date of the invoice, with interest being added each month for any unpaid balance.

MUNICIPALITY

Signature: _____ Date:_____

Print Name: _____

Title: _____

COUNTY

Signature: _____ Date: _____

Print Name: _____

Title: _____

CONSENT ITEM 3.7

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Chair and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Karen Camacho, Housing and Economic Development Manager
Hanson Hom, Special Projects Manager

SUBJECT: Approval of Contract for Measure HH Pilot Workforce Development Program Final Evaluation

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award to, negotiate and execute a one-year contract with Informing Change, in a form approved by the City Attorney, in an amount not to exceed $120,000 to conduct a final evaluation of the Measure HH Pilot Workforce Development Program; and
2. Finding 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; and
3. Appropriating additional funds in the amount of $45,000 from Measure HH Fund in the Fiscal Year 2024-25 Budget.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

Background

Measure HH Funding

On November 6, 2018, 79.58% of voters of East Palo Alto approved Measure HH, an annual parcel tax of $2.50 per square foot on commercial office space of 25,000 square feet or more. Measure HH initially generated $1,677,265 annually. Allowable Measure HH uses include funding projects and programs related to affordable and supportive housing (emphasizing net new housing), and access to job opportunities for East Palo Alto residents in the science, technology, engineering, and mathematics ("STEM") sectors and building trades. Specifically, a minimum of 35% of all revenues generated by Measure HH must be used to construct new, affordable housing stock, and a maximum of 15% of revenue may be used for city staff and overhead costs to administer Measure HH funds.

Prep for 2022 Launch of Measure HH Pilot Workforce Development Program

Between 2020-2021, Brightline Defense Project ("Brightline") created a best practices framework for the City to develop and maintain programs that facilitate access to job opportunities for East Palo Alto residents in the STEM sectors and building trades. During the November 1, 2021[1] City Council study session, City Council directed staff to draft an RFP to identify qualified organizations to provide job training services.

On November 15, 2022,[2] after a competitive four-month RFP process, City Council chose three organizations to help launch the Measure HH Pilot Workforce Development Program: Live In Peace, JobTrain, and StreetCode Academy (also referred to as "Contractors"). The City Council authorized $775,215 in Measure HH funds for the 18-month pilot period, and expressed an intent for the pilot program to be evaluated and refined before awarding future Measure HH funds.

All three agreements commenced on March 1, 2023, and are in effect until August 31, 2024. The agreements have an additional provision that allows, upon mutual consent and if the funds are not fully expended, the City to extend the term of the agreements for up to an additional six months to February 28, 2025.

[1] See November 1, 2021 City Council study session at: http://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1429&MediaPosition=736.246&ID=1936&CssClass=.

[2] View November 15, 2022 City Council meeting at: https://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1824&MinutesItemID=6723&Format=Minutes.

Mid-Program Review

On March 19, 2024, City Council received an informational report from staff and contractors on the Measure HH Pilot Workforce Development Program progress for the initial ten months of the pilot program.[3] Between March 2023 and March 2024, the organizations had submitted three quarterly reports and invoices, and had expended $471,932.25 of the total $775,215 allocated. The next City Council update will be after the contracts expire (they expire August 31, 2024).

Request for Proposals for Final Evaluation of Pilot Measure HH Program

In response to Council's March direction, on May 1, 2024 the City of East Palo Alto ("City") issued a Request for Proposals ("RFP")[4] for a firm to help evaluate the City's Measure HH Pilot Workforce Development Program, which was established through Measure HH funding. City Council's evaluation goals are three-fold:

1. **Outcomes Assessment:** Assess the performance of the organizations who provided workforce development services during the pilot, and evaluate the program outcomes based on the metrics City Council approved at the launch of the pilot.

2. **Program Improvements:** Assess potential program modifications and improvements to increase the City's workforce development program efficacy, accessibility, and outcomes, using the workforce development organizations' feedback in quarterly reports and interviews, and comparisons to similar workforce development programs. This can include an assessment of the program goals, priorities, deliverables, and performance metrics of the pilot and a potential to expand the program with a new RFP process.

3. **Criteria Development:** Develop criteria or a tool for evaluating future wage impacts of the program in the 36 months after the pilot workforce development program ends.

After two additional RFP extensions in May, the City received three RFP proposals on June 14, 2024. The purpose of this staff report is to announce the selected firm and provide an update on the initial actions that staff and the consultants will take.

[3] See March 19, 2024 City Council meeting at: https://archive-video.granicus.com/cityofepa/cityofepa_1169e05a-c218-4cc9-a66b-85750c044f46.mp4.
[4] The RFP for the evaluation of the City's Measure HH Pilot Workforce Development Program and accompanying documents can be found at: https://www.cityofepa.org/econdev/page/rfp-evaluation-measure-hh-pilot.

Ongoing Reporting and Monitoring

The City receives quarterly reports and invoices from the three Contractors, and anticipates receiving final quarterly reports and invoices for the period between April 1, 2024 and August 31, 2024 by September 30, 2024. The Final Performance Reports will be submitted by the Contractors within 60 days of the end of their agreements, including any approved extension, meaning October 30, 2024 or soon thereafter (if funds have not been fully expensed by August 2024, contracts may be extended for an additional six months to February 2025).

The City anticipates having program outcome presentations from the three Contractors in early Fall (September or October 2024), and the Final Program Evaluation by a third-party evaluation firm by Spring or early Summer 2025. The City further anticipates receiving input on criteria or a tool for evaluating wage outcomes from the third-party evaluation firm before the end contract's term, in Summer 2025.

Analysis

Staff received three proposals in response to the City's RFP for a final evaluator of the City's Measure HH Pilot Workforce Development Program. The proposals were evaluated based on the selection criteria outlined in the RFP and in Table 1 below. After review by several staff, virtual interviews were held with the three proposers on June 20, June 24, and June 27, 2024.

Table 1. RFP Evaluation Criteria

Content Area	Description
Experience	Experience, qualifications, performance and availability of proposed project manager.
Knowledge	Familiarity with economic development, workforce development, diversity and equity, local government, and/or evaluations.
Project Approach	Proposed project approach uses best management practices and demonstrates capacity to respond to the City, the public, and other stakeholders in a timely manner and perform the proposed work plan.
Timeline	Ability to meet project timeline.
Budget	Proposal saves costs for the City/has competitive pricing.
References	Review of references.
Agreement	Ability to enter into Sample Agreement for Services Contract and meet insurance requirements.

Upon consideration of each firm's relevant experience and qualifications, staff is recommending entering into a professional services agreement with Informing Change to conduct the evaluation of the City's Measure HH Pilot Workforce Development Program. Informing Change is an Oakland-based strategic consulting firm that since 1998, has conducted participatory strategic planning, theory of change development, and applied research, evaluation, and evaluation capacity building in the social sector. The firm has experience and expertise in workforce development and evaluations, and can provide evaluation best practices input and complete the required tasks within the City's timelines. While cost was not the primary selection criterion, Informing Change's proposal was in the middle. The respondents' proposed budgets varied widely, ranging from $40,000 (from a small out-of-state consulting firm) up to nearly $260,000 (from another Bay Area firm).

Proposed Cost

The following Table 2 provides a cost analysis of the selected proposal by Informing Change. As shown, the selected respondent proposed a cost of $104,870. Staff is requesting an additional allocation of $15,130 to help cover additional optional costs, including shadowing program trainings, drafting a new RFP for Measure HH Workforce Development programming, and reviewing RFP applications.

Table 2. Cost Chart

Phase	Schedule	Staff Hours	Cost
A. Project Initiation Launch meetings, exploratory interviews, evaluation plan	August – October 2024	137	$21,650
B. Conduct Research & Analysis Approximately 20 participant interviews (individually or in focus groups), landscape scan/assessment, review of contractor reports	November 2024 – February 2025	161	$23,310
C. Sensemaking & Preparation of Initial Evaluation Report Sensemaking session, outlining and drafting an evaluation report	February - April 2025	129	$19,765
D. Wage Outcome Criteria/Tool Development	April – July 2025	83	$12,370
E. City Council Meeting Attendance & Presentation One virtual attendance/introduction presentation One in-person attendance/presentation	September 2024 and May or June 2025	31	$5,160
F. Meetings & Process-Related Tasks Internal administration and team meetings, monthly external meetings (60 minutes each)	Ongoing	118	$18,075

Phase	Schedule	Staff Hours	Cost
G. Other Costs Interview transcriptions and incentives, travel for Evan Gattozzi to attend one City Council meeting in-person	N/A	N/A	$4,540
SUBTOTAL **(Phases A through G)**		**659**	**$104,870**
[OPTIONAL] H. Training Program Shadowing Develop a shadowing plan, shadow a sample of up to five classes from each of the four training programs, summarize observations; includes mileage reimbursement costs	TBD	82	$12,715
[OPTIONAL] I. Ongoing Support Hours for potential additional program support, agreed upon between Informing Change and evaluation representatives from the City (e.g., drafting future RFPs, reviewing applications)	May – July 2025	TBD	Not to exceed $2,415
TOTAL WITH OPTIONAL COSTS **(Phases A through I)**		**753**	**$120,000**

Proposed Scope of Work and Contract Terms

The consultant will support the City with:

- Setting up an evaluation plan with City Council input;
- Conducting research and analysis through interviews, focus groups, and potential training shadowing;
- Preparing an evaluation report to present to the City Council for recommendations for future workforce development programming;
- Developing criteria or a tool for wage outcome evaluation for the 36 months after the training programs conclude; and
- Providing ongoing support depending on the need, including but not limited to helping draft a new RFP, reviewing applications, and more.

Next Step(s)

Upon City Council approval, City staff will finalize an agreement with Informing Change in a not-to-exceed amount of $120,000. The contract will span a period of one year from the date when all parties have fully executed the agreement, with the option to extend for two additional one-year periods with City Manager approval.

Fiscal Impact

There is a budget amendment required by this report since staff included only $75,000 in the FY24-25 budget for this action. Staff recommend an additional appropriation of $45,000 from Measure HH Fund in the FY24-25 budget year to cover the total cost of $120,000

Public Notice

The public was provided notice by making the agenda and report available on the City 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 entitlement involves a contract that was competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

Attachments:

1. Resolution

RESOLUTION NO. XX-2024

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

AUTHORIZING THE CITY MANAGER TO AWARD TO, NEGOTIATE AND EXECUTE A CONTRACT WITH BTW CONSULTANTS INC, DBA INFORMING CHANGE FOR THE EVALUATION OF THE CITY'S MEASURE HH PILOT WORKFORCE DEVELOPMENT PROGRAM, AND ADDITIONAL SERVICES AS NEEDED, FOR A TOTAL CONTRACT NOT-TO-EXCEED OF $120,000

WHEREAS, the City issued a Request for Proposals (RFP) on May 1, 2024 to identify a consultant to evaluate the City's Measure HH Pilot Workforce Development Program; and

WHEREAS, the City of East Palo Alto received three proposals in response to the RFP on June 14, 2024; and

WHEREAS, City staff reviewed and recommended for selection the proposal submitted by BTW Consultants Inc, dba Informing Change (Contractor), for a total not-to-exceed amount of $120,000; and

WHEREAS, City staff had appropriated only $75,000 in the Fiscal Year 2024-25 budget for the evaluation of the City's Measure HH Pilot Workforce Development Program; and

WHEREAS, City staff recommend an additional appropriation of $45,000 in the Fiscal Year 2024-25 budget; and

WHEREAS, the Measure HH Fund (Fund 219) will pay for these contract costs.

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. Authorizes the City Manager to award to, negotiate and execute a one-year contract with BTW Consultants Inc, dba Informing Change, in a form to be approved by the City Attorney, in an amount not to exceed of $120,000, with the possibility of two one-year extensions, to evaluate the City's Measure HH Pilot Workforce Development Program, and provide additional services as needed; and

3. Finds that 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 governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

4. Appropriates additional funds in the amount of $45,000 from the Measure HH Fund in the Fiscal Year 2024-25 Budget.

PASSED AND ADOPTED this 16th day of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

CONSENT ITEM 3.8

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Ana Maria Torres-Mondragon, Human Resources Manager

SUBJECT: Adopt Annual Compensation Schedule for FY 2024-25

Recommendation

Adopt the Fiscal Year (FY) 2024-25 Compensation Schedule.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Ensure Our Financial and Organizational Health

Background

Compensation consisting of salary and benefits paid to employees of the City of East Palo Alto is governed by the City's municipal code, personnel policies, negotiated and authorized memoranda of understanding with the three employee bargaining units, East Palo Alto Management Employees' Association (MEA/IFTPE Local 21), Service Employee's International Union, Local 521 (SEIU), and the Police Officers' Association (POA), authorized compensation for unrepresented employees, and authorized contractual agreements with the City Manager and City Attorney. As a member of the California Public Employees' Retirement System (CalPERS), the City also is subject to applicable provisions of the Public Employee Retirement Law (PERL) referenced in the California Government Code and the California Code of Regulations.

In accordance with East Palo Alto Municipal Code §2.8.110, and as further codified in the City's Personnel Policies and Procedures approved by the City Council on August 28, 1985 (Resolution #00210) Rule 3.9.01 states that "annually, the City Council shall establish the pay range and steps assigned to each classification in the City service." The City maintains a Compensation Schedule inclusive of all authorized employee classifications. This

includes the salary ranges that depict salary steps associated with such authorized classifications.

The City is presenting for adoption of the Fiscal Year 2024-25 City of East Palo Alto Compensation Schedule reflecting previously approved changes to employee classifications and to reflect previously authorized and budgeted compensation of approved classifications.

Analysis

In addition to local policy requirements, Title 2 of the California Code of Regulations (CCR) §570.5 requires the City adopt a publicly available pay schedule for purposes of determining the amount of "compensation earnable" pursuant to California Government Code §20630, §20636, and §20636.1. Generally, compensation earnable is calculated using employee payrate and special compensation earned while working for the contracting agency (the City). It is paramount to have a properly adopted and administered pay schedule to assure both citizen transparency and the accuracy of employee retirement benefits.

The City's Compensation Schedule is required to meet eight criteria contained in 2 C.C.R. §570.5, including that the schedule must be approved by the governing body (City Council). The schedule must be publicly accessible, and available for auditing purposes for at least five (5) years. The schedule also is required to include the followings: position title; payrate for each position (ranges or steps); the time base for how pay is calculated (i.e., hourly, bi-weekly, etc.); payrate effective date and any applicable revision dates; and, the schedule may not reference another document in lieu of disclosing the payrate.

MEA and SEIU ratified their vote May 26, 2024, which was memorialized on the June 4, 2024 City Council meeting. The Police Officers' Association ratified their vote July 1, 2024, which is proposed to be memorialized at today's July 16, 2024, Council Meeting. The terms of the agreements with MEA and SEIU cover MEA, SEIU, and extended to the unrepresented employees, excluding the City Manager and City Attorney, granting them a 3% Cost of Living Adjustment (COLA) and a $2,000 bonus. The terms of the agreement with POA grants them a 2.93% Cost of Living Adjustment (COLA) and a $2,000.

On June 18, 2024, during FY 2024-25 budget adoption, Council approved the following classifications and compensation schedules noted below:

- Position 1: Implementation of Recreation Leader I/II
- Position 2: Implementation of Information Technology Manager
- Position 3: Implementation of Utility Manager
- Position 4: Implementation of Community Services Officer

To remain in compliance with the City compensation ordinance, personnel policies, and CCR §570.5, staff is presenting the FY 2024-25 annual Compensation schedule.

Fiscal Impact

No fiscal impact associated with approval of the schedules.

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 entitlement involves a contract that was competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
    a. Exhibit A: FY 2024-25 Compensation Schedule

RESOLUTION NO. XX– 2024

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

ADOPTING THE FISCAL YEAR 2024-25 COMPENSATION SCHEDULE.

WHEREAS, in accordance with East Palo Alto Municipal Code §2.8.110, and as further codified in the City's Personnel Policies and Procedures approved by the City Council on August 28, 1985 (Resolution #00210) Rule 3.9.01 states that "annually, the City Council shall establish the pay range and steps assigned to each classification in the City service." The City maintains a Compensation Schedule inclusive of all authorized employee classifications. This includes the salary ranges that depict salary steps associated with such authorized classifications; and

WHEREAS, as a member of the California Public Employees' Retirement System (CalPERS), the City also is subject to applicable provisions of the Public Employee Retirement Law (PERL) referenced in the California Government Code and the California Code of Regulations; and

WHEREAS, the City's Compensation Schedule is required to meet eight criteria contained in 2 C.C.R. §570.5, including that it must be approved by the governing body (City Council). The schedule must be publicly accessible, and available for auditing purposes for at least five (5) years. The schedule also is required to include the following: position title; payrate for each position (ranges or steps); the time base for how pay is calculated (i.e., hourly, bi-weekly, etc.); payrate effective date and any applicable revision dates; and the schedule may not reference another document in lieu of disclosing the payrate; and

WHEREAS, the East Palo Alto Management Employees' Association (MEA/IFTPE Local 21) and Service Employee's International Union, Local 521 (SEIU) ratified their vote in May 2024, which is now memorialized on the June 4, 2024 City Council meeting. The terms of the agreement covered MEA, SEIU, and extended to the unrepresented employees, excluding the City Manager and City Attorney, granting them a 3% Cost of Living Adjustment (COLA). The terms of the agreement also cover POA granting them a 2.93% Cost of Living Adjustment (COLA); and

WHEREAS, to remain in compliance with City compensation ordinance, personnel policies, and CCR §570.5, staff is presenting the FY 2024-25 annual Compensation schedule.

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. Adopt the Fiscal Year (FY) 2024-25 Compensation Schedule; and

3. The proposed action is not a "project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378(b)(2), in that it is government administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 16th day of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

CITY OF EAST PALO ALTO
COMPENSATION SCHEDULE FISCAL YEAR 2024-25
(Rates Effective 5/26/2024, Except as Noted)

Accountant I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	36.9381	38.7850	40.7242	42.7604	44.8984
Bi-Weekly	2,955.05	3,102.80	3,257.94	3,420.83	3,591.88
Monthly	6,402.60	6,722.73	7,058.86	7,411.81	7,782.40
Annual	76,831.18	80,672.74	84,706.37	88,941.69	93,388.78

Accountant II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	40.8116	42.8522	44.9948	47.2445	49.6068
Bi-Weekly	3,264.93	3,428.17	3,599.58	3,779.56	3,968.54
Monthly	7,074.01	7,427.71	7,799.10	8,189.05	8,598.50
Annual	84,888.14	89,132.54	93,589.17	98,268.63	103,182.06

Accountant Senior (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	47.4664	49.8398	52.3318	54.9483	57.6958
Bi-Weekly	3,797.32	3,987.18	4,186.54	4,395.87	4,615.66
Monthly	8,227.52	8,638.89	9,070.84	9,524.38	10,000.60
Annual	98,730.21	103,666.72	108,850.06	114,292.56	120,007.19

Account Technician I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	30.8644	32.4076	34.0280	35.7294	37.5158
Bi-Weekly	2,469.15	2,592.61	2,722.24	2,858.35	3,001.27
Monthly	5,349.82	5,617.31	5,898.18	6,193.09	6,502.74
Annual	64,197.86	67,407.75	70,778.14	74,317.05	78,032.90

Account Technician II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	33.1792	34.8381	36.5800	38.4091	40.3295
Bi-Weekly	2,654.33	2,787.05	2,926.40	3,072.72	3,226.36
Monthly	5,751.06	6,038.61	6,340.54	6,657.57	6,990.45
Annual	69,012.70	72,463.34	76,086.50	79,890.83	83,885.37

Administrative Assistant (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	37.0222	38.8733	40.8170	42.8578	45.0007
Bi-Weekly	2,961.78	3,109.86	3,265.36	3,428.63	3,600.06
Monthly	6,417.18	6,738.04	7,074.94	7,428.69	7,800.12
Annual	77,006.17	80,856.48	84,899.30	89,144.27	93,601.48

Assistant City Manager (Executive)

	Step A	Step B	Step C	Step D	Step E
Hourly	96.0628	100.8659	105.9092	111.2047	116.7649
Bi-Weekly	7,685.02	8,069.27	8,472.74	8,896.38	9,341.19
Monthly	16,650.88	17,483.43	18,357.60	19,275.48	20,239.25
Annual	199,810.60	209,801.13	220,291.19	231,305.75	242,871.04

Assistant to the City Manager (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	66.6845	70.0187	73.5196	77.1956	81.0554

Bi-Weekly		5,334.76	5,601.50	5,881.57	6,175.65	6,484.43
Monthly		11,558.64	12,136.57	12,743.40	13,380.57	14,049.60
Annual		138,703.69	145,638.87	152,920.82	160,566.86	168,595.20

Assistant Engineer (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		44.3340	46.5507	48.8782	51.3221	53.8882
Bi-Weekly		3,546.72	3,724.05	3,910.26	4,105.77	4,311.06
Monthly		7,684.56	8,068.79	8,472.22	8,895.84	9,340.63
Annual		92,214.69	96,825.43	101,666.70	106,750.03	112,087.53

Assistant Planner (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		43.5648	45.7430	48.0301	50.4317	52.9532
Bi-Weekly		3,485.18	3,659.44	3,842.41	4,034.53	4,236.26
Monthly		7,551.22	7,928.79	8,325.23	8,741.49	9,178.56
Annual		90,614.69	95,145.43	99,902.70	104,897.84	110,142.73

Associate Engineer (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		51.3222	53.8883	56.5827	59.4119	62.3825
Bi-Weekly		4,105.78	4,311.06	4,526.62	4,752.95	4,990.60
Monthly		8,895.85	9,340.64	9,807.67	10,298.06	10,812.96
Annual		106,750.17	112,087.68	117,692.06	123,576.66	129,755.50

Associate Planner (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		47.6317	50.0133	52.5140	55.1397	57.8967
Bi-Weekly		3,810.54	4,001.07	4,201.12	4,411.18	4,631.73
Monthly		8,256.17	8,668.98	9,102.43	9,557.55	10,035.43
Annual		99,074.03	104,027.73	109,229.12	114,690.57	120,425.10

Building Inspector I (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		42.7770	44.9159	47.1617	49.5197	51.9957
Bi-Weekly		3,422.16	3,593.27	3,772.93	3,961.58	4,159.66
Monthly		7,414.68	7,785.42	8,174.69	8,583.42	9,012.59
Annual		88,976.18	93,424.99	98,096.23	103,001.05	108,151.10

Building Inspector II (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		47.9042	50.2994	52.8144	55.4551	58.2278
Bi-Weekly		3,832.33	4,023.95	4,225.15	4,436.41	4,658.23
Monthly		8,303.39	8,718.56	9,154.49	9,612.21	10,092.82
Annual		99,640.70	104,622.73	109,853.87	115,346.56	121,113.89

Building Inspector / Neighborhood Preservation Officer I (SEIU)

		Step A	Step B	Step C	Step D	Step E
Hourly		49.1935	51.6532	54.2359	56.9476	59.7950
Bi-Weekly		3,935.48	4,132.26	4,338.87	4,555.81	4,783.60
Monthly		8,526.88	8,953.22	9,400.88	9,870.93	10,364.47
Annual		102,322.52	107,438.65	112,810.58	118,451.11	124,373.67

Building Inspector / Neighborhood Preservation Officer II (SEIU)						
		Step A	Step B	Step C	Step D	Step E
Hourly		55.0898	57.8442	60.7365	63.7733	66.9619
Bi-Weekly		4,407.18	4,627.54	4,858.92	5,101.86	5,356.96
Monthly		9,548.89	10,026.34	10,527.65	11,054.03	11,606.74
Annual		114,586.69	120,316.03	126,331.83	132,648.42	139,280.84

Building Permit Technician (SEIU)						
		Step A	Step B	Step C	Step D	Step E
Hourly		32.0708	33.6743	35.3581	37.1260	38.9823
Bi-Weekly		2,565.66	2,693.95	2,828.64	2,970.08	3,118.58
Monthly		5,558.94	5,836.89	6,128.73	6,435.17	6,756.93
Annual		66,707.27	70,042.64	73,544.77	77,222.01	81,083.11

Chief Building Official (MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		66.6844	70.0186	73.5195	77.1955	81.0553
Bi-Weekly		5,334.75	5,601.49	5,881.56	6,175.64	6,484.42
Monthly		11,558.62	12,136.55	12,743.38	13,380.55	14,049.58
Annual		138,703.48	145,638.65	152,920.58	160,566.61	168,594.94

City Attorney (Contractual)						Resolution 12-2024
Hourly						115.3748
Bi-Weekly						9,229.98
Monthly						19,998.30
Annual						239,979.63

City Clerk- Public Information Officer (Non Bargaining - MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		56.8130	59.6537	62.6364	65.7682	69.0566
Bi-Weekly		4,545.04	4,772.30	5,010.91	5,261.46	5,524.53
Monthly		9,847.60	10,339.97	10,856.97	11,399.82	11,969.81
Annual		118,171.14	124,079.70	130,283.68	136,797.87	143,637.76

City Engineer (MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		77.0441	80.8963	84.9411	89.1882	93.6476
Bi-Weekly		6,163.53	6,471.70	6,795.29	7,135.05	7,491.81
Monthly		13,354.31	14,022.03	14,723.13	15,459.28	16,232.25
Annual		160,251.72	168,264.30	176,677.52	185,511.40	194,786.97

City Manager (Contractual)						Resolution 13-2024
Hourly						116.6587
Bi-Weekly						9,332.69
Monthly						20,220.83
Annual						242,650.00

Community & Economic Development Director (Executive)						
		Step A	Step B	Step C	Step D	Step E
Hourly		86.7244	91.0607	95.6137	100.3944	105.4141
Bi-Weekly		6,937.95	7,284.85	7,649.10	8,031.55	8,433.13
Monthly		15,032.24	15,783.85	16,573.04	17,401.69	18,271.78
Annual		180,386.83	189,406.17	198,876.48	208,820.30	219,261.32

Community Services Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	56.3607	59.1787	62.1377	65.2445	68.5068
Bi-Weekly	4,508.86	4,734.30	4,971.01	5,219.56	5,480.54
Monthly	9,769.19	10,257.65	10,770.53	11,309.06	11,874.51
Annual	117,230.25	123,091.76	129,246.35	135,708.66	142,494.10

Community Services Officer (PT) (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	31.6657	33.2490	34.9115	36.6570	38.4899
Bi-Weekly	1,139.97	1,196.96	1,256.81	1,319.65	1,385.64
Monthly	2,469.93	2,593.42	2,723.09	2,859.25	3,002.21
Annual	29,639.11	31,121.07	32,677.12	34,310.98	36,026.53

Community Services Officer (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	31.6657	33.2490	34.9115	36.6570	38.4899
Bi-Weekly	2,533.26	2,659.92	2,792.92	2,932.56	3,079.19
Monthly	5,488.72	5,763.16	6,051.32	6,353.88	6,671.58
Annual	65,864.69	69,157.93	72,615.83	76,246.62	80,058.95

Deputy City Attorney I (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	55.5487	58.3262	61.2425	64.3046	67.5198
Bi-Weekly	4,443.90	4,666.09	4,899.40	5,144.37	5,401.59
Monthly	9,628.45	10,109.87	10,615.36	11,146.13	11,703.44
Annual	115,541.35	121,318.41	127,384.33	133,753.55	140,441.23

Deputy City Attorney II (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	69.1667	72.6250	76.2562	80.0691	84.0725
Bi-Weekly	5,533.33	5,810.00	6,100.50	6,405.52	6,725.80
Monthly	11,988.89	12,588.33	13,217.75	13,878.64	14,572.57
Annual	143,866.66	151,059.99	158,612.99	166,543.64	174,870.82

Deputy City Clerk (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	39.4458	41.4181	43.4890	45.6634	47.9466
Bi-Weekly	3,155.66	3,313.44	3,479.12	3,653.07	3,835.73
Monthly	6,837.27	7,179.13	7,538.09	7,914.99	8,310.74
Annual	82,047.20	86,149.56	90,457.04	94,979.89	99,728.88

Director of Finance (Executive)

	Step A	Step B	Step C	Step D	Step E
Hourly	88.7526	93.1902	97.8497	102.7422	107.8793
Bi-Weekly	7,100.20	7,455.21	7,827.97	8,219.37	8,630.34
Monthly	15,383.78	16,152.96	16,960.61	17,808.64	18,699.08
Annual	184,605.31	193,835.57	203,527.35	213,703.72	224,388.90

Electrician - Apprentice (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	42.7186	44.8545	47.0973	49.4521	51.9247
Bi-Weekly	3,417.49	3,588.36	3,767.78	3,956.17	4,153.98
Monthly	7,404.56	7,774.79	8,163.53	8,571.70	9,000.29
Annual	88,854.70	93,297.44	97,962.31	102,860.43	108,003.45

Electrician - Journeyman (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	45.1408	47.3978	49.7677	52.2561	54.8689
Bi-Weekly	3,611.26	3,791.83	3,981.42	4,180.49	4,389.51
Monthly	7,824.40	8,215.63	8,626.41	9,057.73	9,510.61
Annual	93,892.86	98,587.50	103,516.88	108,692.72	114,127.36

Electrician - Lead (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	48.3199	50.7359	53.2727	55.9363	58.7332
Bi-Weekly	3,865.59	4,058.87	4,261.82	4,474.91	4,698.65
Monthly	8,375.45	8,794.23	9,233.94	9,695.63	10,180.42
Annual	100,505.43	105,530.71	110,807.24	116,347.60	122,164.98

Environmental Services Aide PT (0.45 FTE, 936 Hrs) (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	26.5887	27.9181	29.3140	30.7797	32.3187
Bi-Weekly	957.19	1,005.05	1,055.30	1,108.07	1,163.47
Monthly	2,073.92	2,177.61	2,286.49	2,400.82	2,520.86
Annual	24,887.00	26,131.35	27,437.91	28,809.81	30,250.30

Environmental Services Aide FT (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	26.5887	27.9181	29.3140	30.7797	32.3187
Bi-Weekly	2,127.09	2,233.45	2,345.12	2,462.38	2,585.50
Monthly	4,608.70	4,839.14	5,081.10	5,335.15	5,601.91
Annual	55,304.44	58,069.66	60,973.14	64,021.80	67,222.89

Executive Assistant to the City Manager (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	42.2552	44.3680	46.5864	48.9157	51.3615
Bi-Weekly	3,380.42	3,549.44	3,726.91	3,913.26	4,108.92
Monthly	7,324.24	7,690.45	8,074.98	8,478.72	8,902.66
Annual	87,890.89	92,285.43	96,899.70	101,744.69	106,831.92

Financial Service Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	64.0405	67.2425	70.6046	74.1348	77.8416
Bi-Weekly	5,123.24	5,379.40	5,648.37	5,930.79	6,227.33
Monthly	11,100.35	11,655.36	12,238.13	12,850.04	13,492.54
Annual	133,204.17	139,864.38	146,857.60	154,200.48	161,910.50

Fiscal Analyst (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	53.9050	56.6003	59.4303	62.4018	65.5219
Bi-Weekly	4,312.40	4,528.02	4,754.42	4,992.14	5,241.75
Monthly	9,343.54	9,810.72	10,301.25	10,816.31	11,357.13
Annual	112,122.46	117,728.58	123,615.01	129,795.76	136,285.55

Grants Coordinator (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	40.4220	42.4431	44.5653	46.7935	49.1332
Bi-Weekly	3,233.76	3,395.45	3,565.22	3,743.48	3,930.66
Monthly	7,006.48	7,356.80	7,724.64	8,110.88	8,516.42
Annual	84,077.75	88,281.64	92,695.72	97,330.51	102,197.04

Housing Project Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	54.4718	57.1954	60.0552	63.0580	66.2109
Bi-Weekly	4,357.75	4,575.63	4,804.42	5,044.64	5,296.87
Monthly	9,441.79	9,913.87	10,409.57	10,930.05	11,476.55
Annual	113,301.42	118,966.50	124,914.82	131,160.56	137,718.59

Housing Specialist I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	35.5998	37.3798	39.2488	41.2112	43.2718
Bi-Weekly	2,847.99	2,990.38	3,139.90	3,296.90	3,461.74
Monthly	6,170.63	6,479.17	6,803.12	7,143.28	7,500.44
Annual	74,047.61	77,749.99	81,637.49	85,719.37	90,005.34

Housing Specialist II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	44.4733	46.6970	49.0318	51.4834	54.0576
Bi-Weekly	3,557.87	3,735.76	3,922.55	4,118.67	4,324.61
Monthly	7,708.71	8,094.14	8,498.85	8,923.79	9,369.98
Annual	92,504.49	97,129.72	101,986.20	107,085.51	112,439.79

Housing & Economic Development Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	66.6844	70.0186	73.5196	77.1955	81.0553
Bi-Weekly	5,334.75	5,601.49	5,881.56	6,175.64	6,484.42
Monthly	11,558.63	12,136.56	12,743.39	13,380.56	14,049.59
Annual	138,703.55	145,638.73	152,920.67	160,566.70	168,595.04

Human Resource Manager (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	66.0263	69.3276	72.7940	76.4337	80.2554
Bi-Weekly	5,282.10	5,546.21	5,823.52	6,114.70	6,420.43
Monthly	11,444.56	12,016.79	12,617.63	13,248.51	13,910.93
Annual	137,334.70	144,201.43	151,411.50	158,982.08	166,931.18

Human Resources Technician I (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	40.2128	42.2235	44.3347	46.5514	48.8790
Bi-Weekly	3,217.03	3,377.88	3,546.77	3,724.11	3,910.32
Monthly	6,970.23	7,318.74	7,684.68	8,068.91	8,472.35
Annual	83,642.72	87,824.86	92,216.10	96,826.91	101,668.25

Human Resources Technician II (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	44.2342	46.4459	48.7682	51.2066	53.7669
Bi-Weekly	3,538.73	3,715.67	3,901.45	4,096.53	4,301.35
Monthly	7,667.26	8,050.62	8,453.15	8,875.81	9,319.60
Annual	92,007.08	96,607.44	101,437.81	106,509.70	111,835.18

IT Manager (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	72.8354	76.4771	80.3010	84.3160	88.5318
Bi-Weekly	5,826.83	6,118.17	6,424.08	6,745.28	7,082.55
Monthly	12,624.80	13,256.04	13,918.84	14,614.78	15,345.52
Annual	151,497.57	159,072.45	167,026.07	175,377.37	184,146.24

Kitchen Aide - (0.5 FTE, 1040 Hrs) (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	18.3108	19.2264	20.1877	21.1971	22.2569
Bi-Weekly	732.43	769.05	807.51	847.88	890.28
Monthly	1,586.94	1,666.28	1,749.60	1,837.08	1,928.93
Annual	19,043.24	19,995.41	20,995.18	22,044.94	23,147.18

Legal Assistant (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	38.6129	40.5436	42.5708	44.6993	46.9343
Bi-Weekly	3,089.04	3,243.49	3,405.66	3,575.95	3,754.74
Monthly	6,692.91	7,027.56	7,378.93	7,747.88	8,135.28
Annual	80,314.93	84,330.68	88,547.21	92,974.58	97,623.30

Maintenance Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	64.8645	68.1078	71.5131	75.0888	78.8432
Bi-Weekly	5,189.16	5,448.62	5,721.05	6,007.10	6,307.46
Monthly	11,243.19	11,805.35	12,395.61	13,015.39	13,666.16
Annual	134,918.23	141,664.14	148,747.35	156,184.72	163,993.95

Maintenance Worker I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	29.0730	30.5266	32.0530	33.6556	35.3384
Bi-Weekly	2,325.84	2,442.13	2,564.24	2,692.45	2,827.07
Monthly	5,039.32	5,291.28	5,555.85	5,833.64	6,125.32
Annual	60,471.81	63,495.40	66,670.17	70,003.67	73,503.86

Maintenance Worker II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	32.3140	33.9297	35.6262	37.4075	39.2779
Bi-Weekly	2,585.12	2,714.37	2,850.09	2,992.60	3,142.23
Monthly	5,601.09	5,881.15	6,175.20	6,483.96	6,808.16
Annual	67,213.09	70,573.75	74,102.43	77,807.56	81,697.93

Maintenance Worker III (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	35.9957	37.7955	39.6853	41.6695	43.7530
Bi-Weekly	2,879.66	3,023.64	3,174.82	3,333.56	3,500.24
Monthly	6,239.26	6,551.22	6,878.78	7,222.72	7,583.85
Annual	74,871.07	78,614.62	82,545.36	86,672.62	91,006.25

Management Analyst I (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	44.8851	47.1294	49.4859	51.9602	54.5582
Bi-Weekly	3,590.81	3,770.35	3,958.87	4,156.81	4,364.65
Monthly	7,780.09	8,169.09	8,577.55	9,006.43	9,456.75
Annual	93,361.08	98,029.13	102,930.59	108,077.12	113,480.97

Management Analyst II (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	53.9050	56.6002	59.4302	62.4018	65.5219
Bi-Weekly	4,312.40	4,528.02	4,754.42	4,992.14	5,241.75
Monthly	9,343.53	9,810.71	10,301.24	10,816.31	11,357.12
Annual	112,122.38	117,728.49	123,614.92	129,795.67	136,285.45

Neighborhood Preservation Officer I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	36.0005	37.8005	39.6905	41.6750	43.7588
Bi-Weekly	2,880.04	3,024.04	3,175.24	3,334.00	3,500.70
Monthly	6,240.08	6,552.08	6,879.69	7,223.67	7,584.86
Annual	74,880.95	78,625.00	82,556.25	86,684.06	91,018.26

Neighborhood Preservation Officer II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	41.2527	43.3154	45.4811	47.7552	50.1430
Bi-Weekly	3,300.22	3,465.23	3,638.49	3,820.42	4,011.44
Monthly	7,150.47	7,508.00	7,883.40	8,277.57	8,691.45
Annual	85,805.69	90,095.98	94,600.77	99,330.81	104,297.35

Nutrition Site Supervisor (0.75 FTE, 1560 Hrs) (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	22.3576	23.4755	24.6492	25.8817	27.1758
Bi-Weekly	1,341.46	1,408.53	1,478.95	1,552.90	1,630.55
Monthly	2,906.49	3,051.81	3,204.40	3,364.62	3,532.85
Annual	34,877.84	36,621.73	38,452.82	40,375.46	42,394.23

Office Assistant (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	27.8971	29.2919	30.7565	32.2944	33.9091
Bi-Weekly	2,231.77	2,343.36	2,460.52	2,583.55	2,712.73
Monthly	4,835.50	5,077.27	5,331.13	5,597.69	5,877.58
Annual	58,025.95	60,927.24	63,973.61	67,172.29	70,530.90

Planning Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	68.0464	71.4487	75.0211	78.7722	82.7108
Bi-Weekly	5,443.71	5,715.90	6,001.69	6,301.78	6,616.86
Monthly	11,794.71	12,384.44	13,003.66	13,653.85	14,336.54
Annual	141,536.47	148,613.29	156,043.95	163,846.15	172,038.46

Planning Permit Technician (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	32.0708	33.6743	35.3581	37.1260	38.9823
Bi-Weekly	2,565.66	2,693.95	2,828.64	2,970.08	3,118.58
Monthly	5,558.94	5,836.89	6,128.73	6,435.17	6,756.93
Annual	66,707.27	70,042.64	73,544.77	77,222.01	81,083.11

Police Chief (Executive)

	Step A	Step B	Step C	Step D	Step E
Hourly	96.9544	101.8021	106.8922	112.2368	117.8487
Bi-Weekly	7,756.35	8,144.17	8,551.38	8,978.95	9,427.90
Monthly	16,805.43	17,645.70	18,527.99	19,454.39	20,427.11
Annual	201,665.17	211,748.43	222,335.85	233,452.64	245,125.28

Police Commander (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	76.2675	80.0809	84.0849	88.2891	92.7036
Bi-Weekly	6,101.40	6,406.47	6,726.79	7,063.13	7,416.29
Monthly	13,219.70	13,880.68	14,574.72	15,303.45	16,068.62
Annual	158,636.36	166,568.18	174,896.59	183,641.42	192,823.49

Police Officer (POA)								Effective 7/7/2024
		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Hourly		48.1552	50.5629	53.0911	55.7456	58.5329	61.4596	63.6106
Bi-Weekly		4,045.03	4,247.29	4,459.65	4,682.63	4,916.76	5,162.60	5,343.29
Monthly		8,764.24	9,202.45	9,662.58	10,145.70	10,652.99	11,185.64	11,577.14
Annual		105,170.89	110,429.43	115,950.90	121,748.45	127,835.87	134,227.66	138,925.63

Police Records Clerk I (SEIU)						
		Step A	Step B	Step C	Step D	Step E
Hourly		29.6525	31.1352	32.6919	34.3265	36.0428
Bi-Weekly		2,372.20	2,490.81	2,615.35	2,746.12	2,883.43
Monthly		5,139.77	5,396.76	5,666.60	5,949.93	6,247.43
Annual		61,677.28	64,761.14	67,999.20	71,399.16	74,969.12

Police Records Clerk II (SEIU)						
		Step A	Step B	Step C	Step D	Step E
Hourly		32.9347	34.5814	36.3105	38.1260	40.0323
Bi-Weekly		2,634.77	2,766.51	2,904.84	3,050.08	3,202.58
Monthly		5,708.67	5,994.11	6,293.81	6,608.50	6,938.93
Annual		68,504.09	71,929.29	75,525.76	79,302.05	83,267.15

Police Records Supervisor (MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		41.3285	43.3950	45.5647	47.8430	50.2351
Bi-Weekly		3,306.28	3,471.60	3,645.18	3,827.44	4,018.81
Monthly		7,163.61	7,521.80	7,897.89	8,292.78	8,707.42
Annual		85,963.38	90,261.55	94,774.63	99,513.36	104,489.02

Police Sergeant (POA)								Effective 7/7/2024
		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Hourly		57.8253	60.7166	63.7524	66.9400	70.2870	73.8014	76.3844
Bi-Weekly		4,857.32	5,100.19	5,355.20	5,622.96	5,904.11	6,199.31	6,416.29
Monthly		10,524.20	11,050.41	11,602.93	12,183.08	12,792.24	13,431.85	13,901.96
Annual		126,290.44	132,604.96	139,235.21	146,196.97	153,506.82	161,182.16	166,823.54

Property and Evidence Technician (SEIU)						
		Step A	Step B	Step C	Step D	Step E
Hourly		36.2950	38.1097	40.0152	42.0160	44.1168
Bi-Weekly		2,903.60	3,048.78	3,201.22	3,361.28	3,529.34
Monthly		6,291.13	6,605.69	6,935.97	7,282.77	7,646.91
Annual		75,493.59	79,268.27	83,231.69	87,393.27	91,762.94

Public Works Director (Executive)						
		Step A	Step B	Step C	Step D	Step E
Hourly		90.5422	95.0693	99.8228	104.8139	110.0546
Bi-Weekly		7,243.37	7,605.54	7,985.82	8,385.11	8,804.37
Monthly		15,693.98	16,478.68	17,302.61	18,167.74	19,076.13
Annual		188,327.75	197,744.14	207,631.34	218,012.91	228,913.56

Public Works Supervisor (MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		52.2482	54.8606	57.6036	60.4838	63.5080
Bi-Weekly		4,179.86	4,388.85	4,608.29	4,838.71	5,080.64
Monthly		9,056.35	9,509.17	9,984.63	10,483.86	11,008.05
Annual		108,676.24	114,110.05	119,815.55	125,806.33	132,096.65

Recreation Leader I FT (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	17.4199	18.2909	19.2054	20.1657	21.1740
Bi-Weekly	1,393.59	1,463.27	1,536.43	1,613.25	1,693.92
Monthly	3,019.45	3,170.42	3,328.94	3,495.39	3,670.15
Annual	36,233.34	38,045.01	39,947.26	41,944.62	44,041.85

Recreation Leader I (0.45 FTE, 936 Hrs) (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	17.4199	18.2909	19.2054	20.1657	21.1740
Bi-Weekly	627.12	658.47	691.39	725.96	762.26
Monthly	1,358.75	1,426.69	1,498.02	1,572.92	1,651.57
Annual	16,305.00	17,120.25	17,976.27	18,875.08	19,818.83

Recreation Leader II FT (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	18.6202	19.5512	20.5288	21.5553	22.6330
Bi-Weekly	1,489.62	1,564.10	1,642.30	1,724.42	1,810.64
Monthly	3,227.51	3,388.88	3,558.33	3,736.24	3,923.06
Annual	38,730.09	40,666.60	42,699.93	44,834.92	47,076.67

Recreation Leader II (0.45 FTE, 936 Hrs) (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	18.6202	19.5512	20.5288	21.5553	22.6330
Bi-Weekly	670.33	703.84	739.04	775.99	814.79
Monthly	1,452.38	1,525.00	1,601.25	1,681.31	1,765.38
Annual	17,428.54	18,299.97	19,214.97	20,175.72	21,184.50

Recreation Program Coordinator (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	35.9439	37.7410	39.6281	41.6095	43.6900
Bi-Weekly	2,875.51	3,019.28	3,170.25	3,328.76	3,495.20
Monthly	6,230.27	6,541.78	6,868.87	7,212.31	7,572.93
Annual	74,763.21	78,501.37	82,426.44	86,547.76	90,875.15

Rent Stabilization Administrator (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	65.8954	69.1902	72.6497	76.2822	80.0963
Bi-Weekly	5,271.64	5,535.22	5,811.98	6,102.58	6,407.71
Monthly	11,421.88	11,992.97	12,592.62	13,222.25	13,883.36
Annual	137,062.53	143,915.66	151,111.44	158,667.01	166,600.36

Rent Stabilization Program Coordinator I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	37.0222	38.8733	40.8169	42.8578	45.0007
Bi-Weekly	2,961.77	3,109.86	3,265.36	3,428.62	3,600.05
Monthly	6,417.18	6,738.03	7,074.94	7,428.68	7,800.12
Annual	77,006.11	80,856.41	84,899.23	89,144.19	93,601.40

Rent Stabilization Program Coordinator II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	44.4733	46.6969	49.0318	51.4834	54.0575
Bi-Weekly	3,557.86	3,735.75	3,922.54	4,118.67	4,324.60
Monthly	7,708.70	8,094.13	8,498.84	8,923.78	9,369.97
Annual	92,504.38	97,129.59	101,986.07	107,085.38	112,439.65

Secretary I (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	28.4139	29.8346	31.3263	32.8926	34.5373
Bi-Weekly	2,273.11	2,386.77	2,506.10	2,631.41	2,762.98
Monthly	4,925.07	5,171.33	5,429.89	5,701.39	5,986.46
Annual	59,100.88	62,055.93	65,158.72	68,416.66	71,837.49

Secretary II (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	31.6525	33.2351	34.8969	36.6417	38.4738
Bi-Weekly	2,532.20	2,658.81	2,791.75	2,931.34	3,077.90
Monthly	5,486.43	5,760.75	6,048.79	6,351.23	6,668.79
Annual	65,837.18	69,129.04	72,585.49	76,214.77	80,025.51

Senior Accounting Technician (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	35.6676	37.4510	39.3236	41.2897	43.3542
Bi-Weekly	2,853.41	2,996.08	3,145.88	3,303.18	3,468.34
Monthly	6,182.39	6,491.51	6,816.08	7,156.89	7,514.73
Annual	74,188.66	77,898.09	81,792.99	85,882.64	90,176.77

Senior Engineer (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	64.8645	68.1077	71.5131	75.0888	78.8432
Bi-Weekly	5,189.16	5,448.62	5,721.05	6,007.10	6,307.46
Monthly	11,243.18	11,805.34	12,395.60	13,015.38	13,666.15
Annual	134,918.13	141,664.04	148,747.24	156,184.60	163,993.83

Senior Management Analyst (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	59.2955	62.2603	65.3733	68.6419	72.0740
Bi-Weekly	4,743.64	4,980.82	5,229.86	5,491.36	5,765.92
Monthly	10,277.88	10,791.78	11,331.37	11,897.94	12,492.83
Annual	123,334.61	129,501.34	135,976.41	142,775.23	149,913.99

Senior Planner (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	54.0181	56.7190	59.5550	62.5327	65.6593
Bi-Weekly	4,321.45	4,537.52	4,764.40	5,002.62	5,252.75
Monthly	9,363.14	9,831.29	10,322.86	10,839.00	11,380.95
Annual	112,357.65	117,975.53	123,874.31	130,068.03	136,571.43

Support Services Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	58.9082	61.8536	64.9463	68.1936	71.6033
Bi-Weekly	4,712.66	4,948.29	5,195.70	5,455.49	5,728.26
Monthly	10,210.75	10,721.29	11,257.36	11,820.22	12,411.24
Annual	122,529.06	128,655.51	135,088.28	141,842.70	148,934.83

Utility Manager (MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	72.9746	76.6233	80.4545	84.4772	88.7011
Bi-Weekly	5,837.97	6,129.87	6,436.36	6,758.18	7,096.09
Monthly	12,648.93	13,281.38	13,945.45	14,642.72	15,374.86
Annual	151,787.21	159,376.57	167,345.40	175,712.66	184,498.30

Van Driver (0.5 FTE, 1040 Hrs) (SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	24.3106	25.5261	26.8024	28.1426	29.5497
Bi-Weekly	972.42	1,021.05	1,072.10	1,125.70	1,181.99
Monthly	2,106.92	2,212.26	2,322.88	2,439.02	2,560.97
Annual	25,283.02	26,547.18	27,874.53	29,268.26	30,731.67

Temporary and Limited Duration Classifications

Assistant to the City Manager (LTD) (Temporary - Non Bargaining)

	Step A	Step B	Step C	Step D	Step E
Hourly	65.0580	68.3109	71.7264	75.3128	79.0784
Bi-Weekly	5,204.64	5,464.87	5,738.11	6,025.02	6,326.27
Monthly	11,276.72	11,840.55	12,432.58	13,054.21	13,706.92
Annual	135,320.63	142,086.66	149,190.99	156,650.54	164,483.07

Deputy City Manager (Limited Duration)

Hourly				92.4575	97.0804
Bi-Weekly				7,396.60	7,766.43
Monthly				16,025.97	16,827.27
Annual				192,311.60	201,927.18

Human Resources Technician I (18 Month LTD) (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	40.2128	42.2235	44.3347	46.5514	48.8790
Bi-Weekly	3,217.03	3,377.88	3,546.77	3,724.11	3,910.32
Monthly	6,970.23	7,318.74	7,684.68	8,068.91	8,472.35
Annual	83,642.72	87,824.86	92,216.10	96,826.91	101,668.25

Human Resources Technician II (18 Month LTD) (Non Bargaining - SEIU)

	Step A	Step B	Step C	Step D	Step E
Hourly	44.2342	46.4459	48.7682	51.2066	53.7669
Bi-Weekly	3,538.73	3,715.67	3,901.45	4,096.53	4,301.35
Monthly	7,667.26	8,050.62	8,453.15	8,875.81	9,319.60
Annual	92,007.08	96,607.44	101,437.81	106,509.70	111,835.18

Management Analyst I (1 Year LTD) (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	44.8851	47.1294	49.4859	51.9602	54.5582
Bi-Weekly	3,590.81	3,770.35	3,958.87	4,156.81	4,364.65
Monthly	7,780.09	8,169.09	8,577.55	9,006.43	9,456.75
Annual	93,361.08	98,029.13	102,930.59	108,077.12	113,480.97

Management Analyst II (1 Year LTD) (Non Bargaining - MEA)

	Step A	Step B	Step C	Step D	Step E
Hourly	53.9050	56.6002	59.4302	62.4018	65.5219
Bi-Weekly	4,312.40	4,528.02	4,754.42	4,992.14	5,241.75
Monthly	9,343.53	9,810.71	10,301.24	10,816.31	11,357.12
Annual	112,122.38	117,728.49	123,614.92	129,795.67	136,285.45

Non Sworn Investigators (Not to exceed 960 hours) (Temporary)

	Step A	Step B	Step C	Step D	Step E
Hourly	36.3204	38.1364	40.0432	42.0454	44.1477
Bi-Weekly	1,341.06	1,408.11	1,478.52	1,552.45	1,630.07

Monthly		2,905.63	3,050.91	3,203.46	3,363.63	3,531.81
Annual		34,867.58	36,610.96	38,441.51	40,363.59	42,381.77

Police Officer PT- Cold Case Investigator (0.45 FTE, 936 Hrs)

		Step A	Step B	Step C	Step D	Step E
Hourly		42.2756	44.3894	46.6089	48.9393	51.3863
Bi-Weekly		1,521.92	1,598.02	1,677.92	1,761.82	1,849.91
Monthly		3,297.50	3,462.37	3,635.49	3,817.27	4,008.13
Annual		39,569.98	41,548.48	43,625.90	45,807.20	48,097.56

Police Officer Trainee (0.5 FTE) (Temporary - Non Bargaining)

Hourly						30.0000
Bi-Weekly						2,400.00
Monthly						5,200.00
Annual						31,200.00

Special Projects Manager (960 HRS Limited Duration)

Hourly					65.1000	69.3300
Bi-Weekly					2,403.69	2,559.88
Monthly					5,208.00	5,546.40
Annual					62,496.00	66,556.80

Utility Manager (6-Month LTD) (Temporary - Non Bargaining)

		Step A	Step B	Step C	Step D	Step E
Hourly		72.9746	76.6233	80.4545	84.4772	88.7011
Bi-Weekly		5,837.97	6,129.87	6,436.36	6,758.18	7,096.09
Monthly		12,648.93	13,281.38	13,945.45	14,642.72	15,374.86
Annual		151,787.21	159,376.57	167,345.40	175,712.66	184,498.30

CONSENT ITEM 3.9

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

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

Recommendation

Adopt the July 2, 2024, City Council Meeting Minutes.

Attachments

1. July 2, 2024, Minutes.

EAST PALO ALTO CITY COUNCIL
REGULAR SESSION AGENDA MINUTES

Tuesday, July 2, 2024, 6:30 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 Lopez at 6:37 PM.

Attendee Name	Title	Status	Left Meeting
Antonio Lopez	Mayor	Present	
Martha Barragan	Vice Mayor	Remote	
Carlos Romero	Councilmember	Present	
Ruben Abrica	Councilmember	Present	
Lisa Gauthier	Councilmember	Present	10:08 PM

2. APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Councilmember Romero, seconded by Councilmember Abrica, and passed unanimously.

3. APPROVAL OF CONSENT CALENDAR

Mayor Lopez requested that item 3.3 be pulled for discussion. A motion to approve the consent calendar except for item 3.3 was made by Councilmember Abrica, seconded by Councilmember Romero, and passed unanimously.

3.1 Monthly Cash Treasury Report for May 2024

3.2 2024 Military Equipment Annual Report

3.3 Disability Pride Month Proclamation

Mayor Lopez presented the proclamation.

The following speaker provided public comment:

- Ligia Andrade Zuniga

A motion to approve item 3.3 was made by Councilmember Romero, seconded by Councilmember Gauthier, and passed unanimously.

3.4 Bishop Dr. Cleveland P. Prince Proclamation

3.5 City Council Meeting Minutes

4. CLOSED SESSION

Property: 141 Demeter St., East Palo Alto, CA
Agency Negotiation: Melvin Gaines, City Manager, John D. Lê ., City Attorney
Under Negotiation: Price and Terms

Interim City Attorney, Valerie Armento, confirmed that there was not reportable action after adjourning from Closed Session.

5. PUBLIC COMMENT

The following speakers provided a public comment:

- Darlene Yaplee
- Francis Gatson

6. INFORMATIONAL REPORTS

7. SPECIAL PRESENTATIONS

8. PUBLIC HEARINGS

9. POLICY AND ACTION

9.1 Discussion of Draft Nexus Study and Draft Financial Feasibility Analysis for Updating the City's Development Impact Fees for Funding Parks and Trails, Public Facilities, Transportation, Water, and Storm Drainage Infrastructure Improvements.

Hanson Hom, Deputy Manager Special Projects, Carlos Villareal, and James Edison, Consultants with Willdan Financial & Economic Consulting Services provided a presentation regarding the Draft Nexus Study.

The following speakers provided public comment:

- Adrienne Bryant
- Mike Francois
- Jeff Poetsch
- Kim Diamond
- Mike Kramer

9.2 Economic Development Strategic Plan RFP (Authorization to Release & Appointment of City Council Adhoc Subcommittee).

Brian Moura, Strategic Services Consultant with Regional Government Services and Melvin Gaines, City Manager provided a presentation on the Strategic Plan RFP.

The following speakers provided public comment:

- Adrienne Bryant

9.3 Citizen Initiative

James Colin, City Clerk, provided a presentation on the Citizen Initiative.

A motion to approve item 9.3 was made by Councilmember Romero, seconded by Mayor Lopez, and passed unanimously.

The following speakers provided public comment:

- Adrienne Bryant
- Francisca Guzman
- Laura Rubio
- Stewart Hyland
- Ofelia Bello
- Fili Zaragoza
- Amy Arrellin
- Cristal

10. COUNCIL REPORTS

11. ADJOURNMENT

The meeting was adjourned at 11:02 PM

ATTEST:

_____
Mayor

_____
City Clerk

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: East Palo Alto Community Survey Highlights

Recommendation

Receive a presentation on the East Palo Alto Community Survey Highlights.

PUBLIC HEARING ITEM 8.1

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Kelly Beggs & Ralph Robinson, Consultant Planners; Elena Lee, Planning Division Manager

SUBJECT: Woodland Park Euclid Improvements Design Review Permit Amendment

Recommendation

Adopt a resolution:

1. Approving the proposed design review permit amendment (DR24-001) and tree removal permit (TRP24-008) based on the findings, requirements and conditions of approval attached thereto and incorporated by reference; and

2. Finding that no subsequent or supplemental Environmental Impact Report is required pursuant to Section 15162 of the California Environmental Quality Act Guidelines.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development
Priority: Improve the City's Water Infrastructure

Background

Proposal and Project Detail

The Applicant is seeking City approval of the following Project, as described in Table 1:

TABLE 1: Project Data	
Project Element	Detail/Description
Applicant / Owner	Woodland Park Communities/Sand Hill Property Company (“Applicant,” “Developer”)
Location	2001 Manhattan Avenue and 375 Donahoe Street (“Site”, “Property”)
Assessor’s Parcel Numbers (APN)	Mixed-Use Development Site: 2001 Manhattan Avenue/063-281-020, -030, -040, -100, -110; 063-282-010, -020, -030, -040, -050, -060, -070, -080 and -090 Water Tank Site: 375 Donahoe Street/ 063-148-110, -120, -130
Size of Site	3.92 acres
Existing Use	Multi-family residential
General Plan Designation	Neighborhood Center Overlay
Existing Zoning	R-HD-5 (NCO); R-UHD (NCO)
Surrounding Zoning	C-O, R-HD-5, C-N and R-UHD
Special Designation	None
Requested Entitlements	Design Review Permit Amendment
Number of Stories / Height	8 stories; 89’ to parapet/94’ to mechanical penthouse
Residential Units	550 units
Number of Parking Spaces	570 spaces
Number of Bicycle Parking Spaces	324 long-term; 45 short-term
Developer Seeking Deviations from Existing Requirements?	No

Existing Conditions

The subject properties consist of 15 buildings with a total of 161 existing residential units. Existing structures range from one to four stories in height and have a simple architectural style. The buildings are part of the larger Woodland Park community, which consists mostly of multiple-family residential uses in an established residential neighborhood. Surrounding land uses are also primarily residential, with some local serving neighborhood commercial, as described in Table 2 below. The Four Seasons Hotel/University Circle complex, a mix of office and hotel uses, is located immediately to the southeast.

TABLE 2: Existing Uses Surrounding the Project Site			
Direction	General Plan Designation	Zoning District	Existing Use
North	High Density Residential	R-HD-5	2- and 3- story multiple-family residential US 101

TABLE 2: Existing Uses Surrounding the Project Site			
Direction	General Plan Designation	Zoning District	Existing Use
South	High Density Residential	R-HD-5	2-story multiple-family residential
	Neighborhood Commercial	C-N	Laundromat, Grocery store
East	Office	C-O	Four Seasons Hotel University Circle Office Complex
West	High Density Residential	R-HD-5	3-story multiple-family residential
	Urban Residential	R-UHD	2-story multiple-family residential

2022 Entitlements

On July 25, 2022, the Planning Commission adopted a resolution recommending that the East Palo Alto City Council approve the applicant's 2022 project application (2022 Entitlements/Approved Project), which included EIR Certification and adoption of a Mitigation, Monitoring, and Reporting Plan and a Statement of Overriding Considerations; Amendments to the General Plan, Development Code and Zoning Map; a Design Permit, Conditional Use Permit, Tentative Map, and a Development Agreement. Because the application contained legislative approvals, including the Development Code and Map Amendments and the Development Agreement, the City Council was the designated review authority for the project, but was required to review and receive Planning Commission's recommendation. The City Council reviewed the Planning Commission's recommendation and the project at the September 6, September 20, October 4, and November 1, 2022, City Council meetings, with all entitlements receiving final approval upon the second reading of ordinances at the November 15, 2022, City Council meeting. Links to staff reports for all referenced City Council meetings are provided below:

- September 6, 2022 Council Packet https://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1818&MediaPosition=3970.723&ID=2383&CssClass=
- September 20, 2022 Council Packet
- https://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1819&MediaPosition=5544.073&ID=2406&CssClass=
- October 4, 2022 Council Packet https://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1821&MediaPosition=12093.265&ID=2419&CssClass=
- November 1, 2022 Council Packet https://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1823&MediaPosition=9301.235&ID=2461&CssClass=
- November 15, 2022 Council Packet

https://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1824&MediaPosition=&ID=2474&CssClass=

The Development Code Amendment included the creation of a Neighborhood Center Overlay (NCO) Zone, which allows increased height and residential density over existing underlying zoning. City Council limited the area that could be rezoned to the NCO district in the future to properties within the Westside Area Plan zoned R-HD-5 or R-UHD bounded by West Bayshore Road, Euclid Avenue, O'Connor Street, and Manhattan Avenue and properties within the Westside Area Plan zoned R-HD-5 or R-UHD with frontage on Euclid Avenue. The NCO Zone may not be applied to properties that adjoin parcels zoned R-LD or R-MD.

The 2022 Entitlements were required to facilitate development of the Approved Project, which is shown below on Figure 1.



Figure 1: Approved Project Site Plan

The Approved Project included demolition of 161 existing residential units, 160 of which are subject to rent control, to construct 3 new buildings with a total of 605 units and 444 net new

units at the project site. The project also included a lobby/common area, central 625-space parking garage, community space, neighborhood serving retail, and an open space/park area.

Building 1's height was proposed to range from nine levels with a height of approximately 85 feet to 13 levels with a height of 120 feet to roof level (130 feet to parapet). Building 1 included a central parking garage and included ground floor retail and community function space along the O'Connor Street frontage. Building 2 was proposed to be 13 levels in height and approximately 120 feet at the roof level and 135 feet to top of parapet. North of Euclid Avenue, Building 3 proposed a single residential building with a lobby area and community garden space. This building was proposed to be five levels and approximately 55 feet in height. The Approved Project also included a 1.5-million-gallon steel water storage tank located at 375 Donohoe Street to improve fire flow and pressure to the project, as well as the extended City system.

2024 Design Permit Amendment (Revised Project)

On February 29, 2024, the applicant submitted a revision to the Approved Project. The applicant has indicated that the Approved Project is no longer financially feasible to construct due to rising construction costs and rising interest rates. The Revised Project reduces the maximum height from 13 to 8 stories, which changes the construction type of the project and decreases construction costs. Pursuant to EPAMC Section 18.100.100(D), the revision constitutes a major change because of substantial revisions to the project's square footage, changes in height and change in density and must be reviewed by the original review authority, which consisted of the Planning Commission as a recommending review authority and the City Council as the deciding review authority.



Figure 2: Revised Project Site Plan

The Revised Project, shown above in Figure 2, modifies building heights, building and parking configurations, and decreases the total number of residential units and residential density. While the Approved Project included three different buildings ranging in height from 5 to 13 stories with a total of 605 residential units (444 net new units), the Revised Project proposes two 8-story buildings with a total of 550 units (389 net new units). Approved Project Buildings 1 and 2 (see Figure 1) have been consolidated into one building (see Building B in Figure 2) with the maximum height decreasing from 13 to 8 stories. The height of the building to the west of Euclid Avenue (Approved Project Building 3/Revised Project Building A) will increase from 5 to 8 stories. Building A will also have separate parking housed within a mechanical parking system, whereas all parking was previously configured in a garage on the eastern parcel. The unit mix has been altered to decrease studio units (from 228 to 21), while increasing one-bedroom units (197 to 343). The Revised Project maintains the 1.5-million-gallon steel water storage tank located at 375 Donohoe Street to improve fire flow and pressure to the project, as

well as the extended City system. Further comparison of the change in unit mix and other proposed changes are further summarized in Table 4.

Entitlement amendments required to process the Revised Project are shown below in Table 3.

TABLE 3: Required Amendments	
2022 Entitlement	Amendment Required by Project Revision
EIR Certification, Statement of Overriding Considerations, Mitigation, Monitoring and Reporting Plan	None, as demonstrated by Addendum
General Plan Amendment (GP19-001)	None
Development Code and Zoning Map amendments (ZC19-002)	None
Design Review Permit (DR 19-028)	Amendment Required
Tree Removal Permit	Amendment Required
Conditional Use Permit (CUP22-003)	None
Tentative Parcel Map (TTM19-001)	None
Relocation Plan	None
Development Agreement	None

Analysis

Housing Accountability Act (HAA)

As a mixed-use project with more than two thirds of the square footage dedicated to residential use, the revised Euclid Improvements Project is subject to the Housing Accountability Act (HAA). The Housing Accountability Act (Government Code Section 65589.5) limits the City's discretion in prohibiting any action that "may deny, reduce the density of, or make infeasible housing development projects, emergency shelters, or farmworker housing that are consistent with objective local development standards." If the proposed housing development project complies with the City's applicable, objective general plan, zoning, and subdivision standards and criteria, the City may deny the project only if the project is found to have a specific, adverse, and unavoidable impact on public health or safety. The Revised Project's consistency with objective local development standards is presented below.

Zoning Code Consistency Analysis

The 2022 entitlements included approval of an amendment to the Development Code and General Plan to create a Neighborhood Center Overlay (NCO) designation, which allowed increased height and residential density standards for the project site.

The Revised Project has been designed to comply with the NCO development standards and underlying R-HD-5 and R-UHD where applicable, as well as with the existing Site Design and Architectural Standards for Multiple-Family Residential Zones, set forth by EPAMC Section 18.10.040(D), as described below. Please see Table 4 for an evaluation and comparison between the Approved and Revised Projects. See Exhibit D for a copy of the architectural drawings submitted for the Revised Project.

TABLE 4: Approved and Revised Project Zoning Consistency Analysis				
	Zoning Code Requirements	Approved Project (November 2022)	Revised Project	Complies
Maximum Density	175 du/acre	155 du/acre	141 du/ac	Y
Height	13 stories/140 feet	Bldg. 1: 9-13 stories/84-120' to roof/ 88-130' to parapet Bldg. 2: 13 stories/120' to roof;135' to parapet Bldg. 3: 5 stories/ 52' to roof; 55' to parapet	Bldgs. A & B: 8 stories/85' to roof/89' to parapet/94' to mechanical penthouse	Y
Units	N/A	605 total 228 Studio 197 1-BR 178 2-BR 2 3-4-BR	550 total 21 Studio 343 1-BR 184 2-BR 2 3-4-BR	Y
Open Space	100 sf/unit	100 sf/unit (13,807 private; 47,233 common)	103 sf/unit (25,318 private; 32,115 common)	Y
Setbacks				
Front	5 feet	9 feet min.	5 feet min.	Y
Side/Street Side	5 feet	10 feet min.	5 feet min.	Y
Rear	10 feet	10 feet min.	10 feet min.	Y
Corner vision triangle	12 feet	12 feet	12 feet	Y
Lot Coverage	70%	57%	63%	Y
Parking	Per Chapter 18.30 unless modified by a TDM plan, as set forth in	625 spaces total (1.03 spaces/unit)	570 spaces total (1.03 spaces/unit)	Y

TABLE 4: Approved and Revised Project Zoning Consistency Analysis				
	Zoning Code Requirements	Approved Project (November 2022)	Revised Project	Complies
	Section 18.30.100, or Conditional Use Permit			
Tree Removal/ Replacement	One-to-one replacement required	**Tree removal:** 21 protected trees **Tree replacement:** 42 new trees 24" box size or greater	**Tree removal:** 43 protected trees **Tree replacement:** 72 new trees 24" box size or greater	Y

Vesting Tentative Parcel Map

The Revised Project application for the proposed project does not modify the approved Vesting Tentative Parcel Map. The Map would merge the nine parcels on the east side of Euclid Avenue into one parcel and the five parcels on the west side of Euclid Avenue into a second parcel. The Tentative Parcel Map would dedicate additional right of way to the City that was previously under private ownership, as under current conditions parcel lines for some parcels extend to street centerlines along O'Connor Street and Euclid Avenue.

Parking Analysis

Per EPAMC Section 18.30.100, off-street parking requirements can be modified by a project's TDM Plan. The applicant provided an update to the analysis of parking demand with the TDM plan (Exhibit E), which found the amount of parking provided (570 spaces) exceeds parking demand (560 spaces) from the residential portion of the proposed project and the non-residential parking demand would be satisfied by on-street parking. The ratio of parking provided on a per unit basis for the Revised Project (1.03 spaces/unit) remains consistent with the Approved Project's proposal.

Tree Removal Permit

The site contains 60 protected trees. Protected tree species include Oleander, California Black Walnut, Deodar Cedar, Japanese Maple, Coast Redwood, Blackwood Acacia, Glossy Privet, Coast Live Oak, Chinese Elm, Raywood Ash, and others. The applicant requests a Tree Removal Permit to remove 22 additional trees than proposed for removal by the Approved Project, which proposed removal of 21 protected trees. New trees proposed for removal (shown on sheet T-1.1) include:

- 2 Oleander
- 2 Japanese Maple
- 1 Saucer Magnolia
- 1 Cherry
- 1 English Walnut

- 2 Chinese Elm
- 4 Raywood Ash
- 3 Plum
- 1 Boxelder
- 1 Apple
- 1 Cabbage Palm
- 1 Coast Live Oak
- 1 Southern Magnolia
- 1 Victorian Box

The tree removal for 22 additional trees is necessary due to conflicts with proposed improvements and expanded building footprints. The applicant would plant, as mitigation for the proposed removals, 72 24" box trees, including Blue Oaks and Kindred Spirit Oaks, as shown on Sheet T-0.1.

Utility Service and Improvements

Fire Water Pressure

As described above, the project includes the construction of a 1.5-million-gallon water tank and pump station to serve both the project site and to improve water system performance Citywide as a public benefit. Under the Approved Project, the water tank was proposed to be approximately 90 feet in diameter and 32 feet in height. Under the Revised Project, the water tank is proposed to be approximately 92 feet in diameter and 36 feet in height. The slight increase in height and diameter have occurred as the applicant has developed the design of the water tank in consultation with design-build water tank firms. As required by Mitigation Measure AES-2.2, the tank is required to be screened both during construction and operation. The operational screening must be a combination of fencing and vegetation to soften and screen the appearance of the water tank and related improvements, with native, taller species or trees to provide a visually appealing screen as viewed from the roadway and surrounding land uses. The final tank design, materials, and landscape screening will be subject to future approval by the City and Menlo Park Fire as set forth in Conditions of Approval 32 and 104.

Sanitary Sewer

The East Palo Alto Sanitary District (EPASD) stated the sanitary sewer conveyance system (e.g., sanitary sewer pipes and pump stations) downstream of the project site does not have capacity to handle flows from additional development. EPASD feedback was requested on the Revised Project, but they have not commented on this submittal. However, the original conditions of approval and mitigation measures will apply. The applicant will be required to obtain all required permits including a Will Serve letter from the EPASD prior to the issuance of a building permit. EIR Mitigation Measure UTIL-3.1 requires that the project make a fair share contribution for construction of physical sewer line improvements (pipe upgrades) immediately downstream of the project, provide fair share funding toward system wide sanitary sewer

system improvements, or a reasonable combination of both to adequately serve the site's sanitary sewer demand.

Affordable Housing and Tenant Relocation Benefit Update

Affordable Housing

The 2022 Entitlement included approval of an alternative compliance (EPAMC Section 18.37.080) option to satisfy the City's Inclusionary Housing Ordinance requirements. The Development Agreement, which serves as the project's Affordable Housing Plan and Inclusionary Housing Plan (see Section 4.5), requires Sand Hill to provide a combination of land and gap financing to an affordable housing developer to develop the equivalent number of units to 20% of the net new units in the Euclid Improvements project at an off-site affordable housing project. Under the approved entitlements, there were 605 total units and 444 net new units at the project site. This required a contribution equivalent to 89 inclusionary units. Under the revised application, there are 550 total units and 389 net new units at the project site. This requires a contribution equivalent to 78 inclusionary units. Under the Approved Project, it was anticipated that there would be a possibility that the off-site affordable project site would not have the capacity to develop all of the required 89 affordable units, so payment of an in-lieu fee was allowed to satisfy a portion of the project's inclusionary units (see Table 5). Because the revised project is smaller and the inclusionary requirement is based off of net new units, the inclusionary requirement for the revised project is 78 units (as opposed to the Approved Project's 89 unit requirement). The entitled 851 Weeks project, further described below, satisfies the inclusionary requirement in full, so no in-lieu fee payment is required.

Sand Hill has partnered with Eden Housing and EPACANDO on the entitlement of 0.65 acres of land at 851 Weeks Street, East Palo Alto. The 851 Weeks Street Project received Planning approval for 79 units, 1 of which is a manager's unit and 78 of which are affordable units, in December 2023, and the project is now authorized to continue to the building permit stage. Sand Hill intends to contribute land and funding to this project, consistent with the requirements in the Development Agreement, which will satisfy its obligations under the Development Agreement and East Palo Alto Inclusionary Housing Ordinance.

Consistent with the 2022 entitlements, the project would replace the site's existing rent-controlled units on a one-for-one basis, including a total of 160 rent-controlled units in the proposed project. Some of the rent-controlled units would serve as right of return units for existing tenants who are participating in the Relocation Plan.

Tenant Relocation Plan

The Applicant's approved Relocation Plan is not modified by the Revised Project.

Per the approved relocation plan, all current tenants have three options:

1. **Remain at Woodland Park in a Temporary Apartment with Right of Return.** The applicant will provide another unit in the neighborhood for the tenant, and the tenant will have the right to return to a newly constructed unit at the project site.
2. **Move Elsewhere with Right of Return.** The tenant may find temporary housing independently and retain the right to return to a newly constructed unit at the project site.
3. **Move Elsewhere, Waive Right of Return, and Receive Relocation Payment.** The tenant can choose to waive the right of return and receive a relocation payment. Tenants who select this option will still have access to the moving assistance options described below.

Rent levels, off-street parking spaces, and number of bedrooms would be consistent among Existing Apartments, Temporary Apartments, and Right of Return Apartments provided by the applicant.[1] Temporary Apartments would be located within one mile of Existing Apartments. Tenants also have access to moving benefits among existing, temporary, and right of return units, and will receive a $2,000 anti-displacement incentive upon moving into a right of return unit.

During the hearings for the Approved Project, Council added a number of conditions of approval to allow the City to oversee and verify implementation of the relocation plan.

Condition of Approval 62 requires that the applicant provide information on Relocation Plan implementation to the Rent Stabilization Board on a bi-monthly basis to allow for oversight of Relocation Plan implementation as well as to provide an opportunity for tenants to report grievances and resolve issues.

An informational update was most recently provided to the Rent Stabilization Board on June 12, 2024 regarding implementation of the relocation plan. The staff report and recording of that meeting are available here: https://d3n9y02raazwpg.cloudfront.net/cityofepa/63daf2dc-abfc-11ee-bb82-0050569183fa-bc99fe56-f34d-43eb-9d63-c17baa6b7efb-1717723713.pdf

Condition of Approval 65 also requires that the applicant submit a bimonthly report outlining on-site occupancy, relocation choices, and if any households have left without receiving relocation benefits or remain at the project site undecided.

In addition, Condition of Approval 66 states that the Applicant must begin mandatory relocation after fewer than one third of the units at the project site are occupied due to safety concerns about the site related to low occupancy. The existing units at the site reached that occupancy threshold in January 2024, and the applicant notified tenants that mandatory relocation to

[1] Existing Apartment: one of the 160 existing rent-controlled apartments within the Euclid Improvements Area; Temporary Apartment: interim existing apartment in move in condition within one mile of the Euclid Improvements Area; Right of Return Apartment: newly constructed rent-stabilized unit within the new development project at the Euclid Improvements Area

temporary apartments would begin on January 23, 2024. The Relocation Plan sets forth that tenants would be moved out of the site in three phases. The applicant has indicated that third phase notices were mailed June 18, 2024, and all three phases are now in process.

Council also added Condition of Approval 70, which requires that an independent contractor verify tenancy data provided by the applicant at the applicant's cost. The City has hired Revival Development Services (Revival) to implement this Condition of Approval. At this stage, Revival has performed a review of initial data provided by the applicant and has requested additional information. The initial data request response from the applicant provided information verifying the occupancy of households remaining in the Improvement Area, those that have relocated to units as part of the relocation program, and those that have moved out and are no longer living in the Improvement Area or relocation units. Revival has requested additional information from the applicant to verify noticing, review documentation of household relocation decisions, and review proof of payments for moving assistance and relocation payments.

Economic Impact

The Project will be required to pay all related Development Impact Fees, as shown in Table 5. Many of these Fees are paid directly to the City of East Palo Alto, but there are other impact fees that are paid directly to other taxing entities. Impact Fees for other taxing entities are not included in Table 5 below and include School Impact Fees and Sanitary District Impact Fees. As many fees are calculated on a net new unit basis, many fees decrease as a result of the reduction in units included in the Revised Project. In addition, payment of the Inclusionary Housing In-Lieu fee is not required, as the 851 Weeks Street project satisfies the project's inclusionary housing requirement (20% of net new units) as set forth in the Development Agreement.

TABLE 5: Estimated Development Impact Fees and In-lieu Fees for the Project

Fee Category	Approved Project Fee Estimate	Revised Project Fee Estimate
Inclusionary Housing In-lieu Fee	$3,626,000[a]	$0 [b]
Parks/Trails	$1,446,106	$1,341,076
Public Facilities	$2,536,118	$2,351,928
Storm Drainage	$311,417	$244,954
Water Capacity Fee	$2,539,494	$2,353,539
Transportation Impact Fee	$938,926	$938,926
Intersection Improvement Fair Share Contribution	$159,613	$159,613
Total Local Impact Fees	$11,557,674	$7,329,538

a. Based on assumption that the Approved Project would include 444 net new units and the off-site affordable housing project would include 75 units. The in-lieu fee would have been paid to offset the 14 additional units needed to provide 20% of the 444 net new units (89 units total).

b. The off-site affordable housing project includes 78 affordable units, which satisfies the Revised Project's requirement to provide 20% of the 389 net new units, so no in-lieu fee payment is required.

Additionally, the Applicant will apply for fee credits, which would reduce the fee amounts by providing physical improvements, as permitted by the Municipal Code, as follows:

- a credit against the water capacity fee and public facility fee for the water tank and pump station
- a credit against the storm drainage fee for the cost of storm drainage infrastructure improvements to reduce storm water impacts and discharge rates
- a credit against transportation impact fee for specific streetscape or frontage improvements, including on-street parking that increases the number of on-street stalls beyond what would be provided with parallel parking, bike lanes, and other transportation infrastructure, above City standards
- a credit against parks and trails fees for the cost of constructing the publicly accessible Park Space

The credit amounts will be determined closer to building permit issuance and impact fees must be paid prior to the issuance of building permits.

Development Agreement and Community Benefits

The application for the Approved Project included a Development Agreement. The Development Agreement is not modified by the Revised Project. The Development Agreement term is seven years with automatic extension of five years if the applicant submits a complete application for a building permit within the seven-year term. Community benefits outlined in the Development Agreement remain the same. The Applicant intends to apply for credits to impact fees for some items that are considered community benefits, as described above and indicated below. This is described in further detail in the September 6, 2022, City Council Staff Report (link provided above). Community benefits outlined in the DA include:

- A new 9,300 square-foot, publicly-accessible park (partial fee credit, see above);
- An approximately 2,500 square foot Community Function Space;
- A high-quality bus shelter on O'Connor Street near Euclid Ave;
- 1.5 million gallon water tank (partial fee credit, see above);
- Storm drainage infrastructure improvements (partial fee credit, see above); and
- Dedication of Roadway.

Additional Community Benefits were added by the City Council through the approval process as Conditions of Approval, including:

- A $2,000 anti-displacement incentive in the form of a rent rebate or home goods voucher for households that move into right of return units.
- A $150,000 contribution to the City to be used as a rent relief fund.

- Dedication of the land adjacent to the San Francisquito Creek along Woodland Avenue between Euclid Avenue and University Avenue to the City to serve as a public park and $15,000 for design services.
- A $25,000 financial contribution to the City to support the creation of a future residential parking permit program or to fund a future TMA.
- Participation in Commute.org's Certified Development Program as part of the project's TDM plan.
- Sidewalk and street lighting as required by the City from the project site along West Bayshore Road to the Water Tank site at 375 Donahoe Street.
- Publicly accessible electric vehicle (EV) chargers within the project's parking garage or another publicly accessible location agreed upon by the City.
- Installation of accessible drinking water fountains within the project park.

See Exhibit B for more information on these Conditions of Approval.

Required Findings

The Applicant is requesting a Design Review Permit Amendment and a Tree Removal Permit. The required findings for each of these entitlements are noted below, and expanded analysis is presented in Exhibit A.

Neighborhood Center Overlay District Findings (EPAMC Sec. 18.11.050)

- The project does not displace existing residents.
- The project provides for some income-restricted affordable housing.
- The project preserves "right of return" for existing residents if demolition of existing residential units is proposed.
- The project maintains the City's rent stabilization program, where applicable.
- The project contributes to the provision of new parks and open spaces.
- The project contributes to the provision of new streets and infrastructure.
- The project improves the fiscal health of the City.
- The project enhances the area for residents.

Design Review Findings (EPAMC Sec. 18.86.050(C))

- The proposed development is consistent with the General Plan and any applicable specific plan and is in compliance with all applicable provisions of the Development Code and all other City ordinances and regulations.
- The proposed development is to be constructed on a suitable site, adequate in shape, size, topography, and other circumstances to accommodate the proposed development.
- The proposed development complies with the applicable standards of review.
- The proposed development is designed and arranged to provide adequate consideration to ensure the public health, safety, and general welfare, and to prevent adverse effects on neighboring property.

Tree Removal Permit Findings (EPAMC Sec. 18.28.070)

- The tree interferes with proposed development, repair, alteration, or improvement of a site and preservation would stop the implementation of a well-integrated and thoughtful design that enhances the property and neighborhood while meaningfully furthering the goals set forth in the General Plan and the project will incorporate replacement trees.

Environmental Review

The City has assumed the lead agency role under the California Environmental Quality Act (CEQA) and is responsible for preparing this environmental review document (EIR Addendum) for the proposed revisions to the Woodland Park Euclid Improvements project. The City of East Palo Alto has determined that an Addendum (see Exhibit C) to the EIR certified October 4, 2022 is the appropriate level of CEQA review for revisions to the Euclid Improvements project. The Draft EIR and Final EIR prepared for the Approved Project is available at the project website here: https://www.cityofepa.org/planning/project/woodland-park-euclid-improvements-design-review-amendment

A summary of the EIR's evaluation of environmental impacts is shown in Table 6 below:

TABLE 6: Resource Area Impact Summary		
Less-than-Significant or No Impact	Less-than-Significant Impact with Mitigation	Significant and Unavoidable Impact
Agricultural and Forestry Resources	Air Quality	Aesthetics
Energy	Biological Resources	Utilities And Service Systems
Hydrology and Water Quality	Cultural Resources and Tribal Cultural Resources	
Land Use	Geology and Soils	
Mineral Resources	Noise	
Population and Housing	Transportation	
Public Services	Greenhouse Gas Emissions	
Recreation	Hazards and Hazardous Materials	
Wildfire		

The Addendum has been prepared pursuant to CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15164 and presents a comparative analysis of the previously identified environmental impacts and associated mitigation measures to assess if the prior environmental documentation and findings are adequate and whether any further environmental review or documentation is required for the proposed revisions to the approved development project.

After publication of the Addendum document, the applicant requested additional Air Quality analysis be conducted to evaluate a higher quantity of soil off haul in case a greater amount of excavation is required during construction. Appendix C of the Addendum has been added and includes revised air quality analysis that demonstrates that the truck trips associated with export of 7,500 cubic yards of fill would not create new or more severe significant impacts.

The Addendum analysis made the following required findings:

- There are no substantial changes to the Project involving new or more severe significant impacts that would require major revisions to the prior EIR.
- There are no substantial changes in the conditions in which the Project is undertaken involving new or more severe significant impacts.
- There is no new information of substantial importance, which was not known and could not have been known at the time of the previous EIR that shows the Project will have a significant effect not addressed in the previous EIR; or previous effects are more severe; or, previously infeasible mitigation measures are now feasible but the applicant declined to adopt them; or mitigation measures considerably different from those in the previous EIR would substantially reduce significant effects but the applicant declines to adopt them.

The Addendum was prepared pursuant to CEQA Guidelines Section 15164 based on the supporting documentation and reasoning provided therein. Through the approval of this Addendum, the City determines that the proposed revisions to the project do not require a subsequent or supplemental EIR or Negative Declaration under CEQA Section 21166 or CEQA Guidelines Sections 15162 and 15164.

As provided in Section 15164 of the CEQA Guidelines, the Addendum need not be circulated for public review, but shall be considered with the prior environmental documents before any decisions on the current project.

Planning Commission Recommendation

On June 24, 2024, the Planning Commission voted unanimously (6-0) to adopt a resolution (Exhibit G) recommending City Council approve the Design Permit Amendment and Tree Removal Permit. A recording of the hearing is available here: https://cityofepa.granicus.com/player/clip/103?view_id=1&redirect=true

Hearing materials are available here: https://d3n9y02raazwpg.cloudfront.net/cityofepa/e07e8971-b714-11ee-bb82-0050569183fa-88739655-4535-4dfb-8d17-688f5e5d89b8-1718926995.pdf

Planning Commission discussion focused on the following topics:

- **Tree replacement species and landscaping.** The Planning Commission asked that the applicant consider alterations to the landscaping plan to include reconsidering the inclusion of White Ash and adding additional species of replacement trees, such as Italian Cyprus and Princeton Sentry Ginko trees, to provide greater variation in the planting palette. The Commission also asked if the applicant would consider relocating trees proposed for removal to offsite locations and planting larger 36-inch box size trees. The applicant has indicated that they are open to considering additional tree species and tree relocation and has added language to Sheet T-0.1 to allow their landscape architect to select additional native species.
- **Parking.** The Planning Commission asked questions about the retail parking demand and its accommodation within the street parking supply. Staff responded that the small parking demand for the retail component (5-8 spaces) would be satisfied by the 20 additional street diagonal parking spaces the project would create through elimination of curb cuts and reconfiguration of street parking surrounding the site. Further, the retail element of the project is intended to be neighborhood-serving and would be intended to serve residents of the project and those within walking distance.
- **Water and Sewer Infrastructure.** The Commission asked clarifying questions of the project's water and sewer infrastructure service. Staff clarified that the 1.5 million-gallon water tank would be intended to improve fire pressure for both the project and the larger neighborhood. Staff also responded to questions regarding the project's sanitary sewer service. The project would be required to make fair share contributions to provide sewer service for and to obtain a will-serve letter prior to building permit issuance.
- **Flood Resilience.** The Commission asked questions of the applicant on whether the new buildings would be resilient to flooding. Condition of Approval 121 requires that finished floors are above expected flood overflows and the garage entry is designed to prevent the entry of floodwaters, and that the design is based on hydraulic analysis.
- **Mechanical Parking Structure.** The Commission asked the applicant and staff questions about the operations of the mechanical parking structure proposed for Building A. The applicant responded to operational questions, and staff responded that the parking structure would be subject to condition of approval which requires the applicant to enter into a maintenance agreement that guarantees the system is kept fully operational for the life of the project.
- **Public Art.** The Commission asked that any public art at the project site or water tank site be created in partnership with EPA Art Center or other local artists and that it would reflect the history of the City.

Four members of the public spoke in support of the project.

Fiscal Impact

There are no fiscal impacts (necessary appropriations) associated with this item. It is anticipated that the project will generate a fiscal benefit to the City. As described above, the project will pay up to $7,329,538 in Development Impact Fees as well as property tax increases resulting from

net new units.

Public Notice

Notice of the public hearing (Exhibit G) was mailed to property owners and occupants within 600-foot radius of the project site on July 5, 2024. A legal ad was placed in the local newspaper and published on July 5, 2024. The public was provided notice of this agenda on the City's official bulletin board outside City Hall, and the agenda and report were made available on the City's website. The project website was updated with meeting information. As of the writing of this report, no public comments have been received.

Active non-profits and religious institutions in the Westside area and other interested parties were also mailed the meeting notice. The applicant also conducted further public outreach and noticing, as described in Exhibit H.

Environmental Review

An Addendum to the certified Environmental Impact Report was prepared pursuant to CEQA Guidelines Section 15164 based on the supporting documentation and reasoning provided therein. Through the approval of this Addendum, the City determines that the proposed revisions to the project do not require a subsequent or supplemental EIR or Negative Declaration under CEQA Section 21166 or CEQA Guidelines Sections 15162 and 15164.

Government Code § 84308

The Levine Act, codified at Government Code §84308 requires that councilmembers and other officials disclose, recuse, and cure, where appropriate, any conflicts that arise from receipt of contributions of $250 or more from a "party," participant," or any of their agent where an agenda item involves an "entitlement". This agenda section has two objectives: 1. Inform Council Members and the public of what staff knows of such contributions, and 2. Provide an opportunity for Council Members to disclose any contribution they may have had.

Applicability of Levine Act: Yes.

Analysis of Levine Act Compliance: The name of the applicant and owner is Woodland Park Communities (Michael Kramer). Staff are unaware of any other parties, participants, or contributions relevant to the City Council's consideration of this item.

PUBLIC HEARING ITEM 8.1

Attachments

1. Resolution

Exhibits

A. Findings of Facts
B. Conditions of Approval
C. CEQA Addendum Document
D. Architectural Plans
E. TDM Plan and Parking Analysis
F. Applicant's Community Outreach Summary
G. Planning Commission Resolution
H. Public Notice

RESOLUTION NO. XX-2024_____

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

APPROVING A DESIGN REVIEW PERMIT AMENDMENT AND TREE REMOVAL PERMIT FOR A MIXED-USE PROJECT AT 2001 EUCLID AVENUE AND FINDING THAT NO SUBSEQUENT EIR IS REQUIRED PURSUANT TO SECTION 15162 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, BASED ON THE SUBSTANTIAL EVIDENCE INCLUDED IN THE ADDENDUM

(WOODLAND PARK EUCLID IMPROVEMENTS).

WHEREAS, the application for a Design Review Permit Amendment (DR24-001) and Tree Removal Permit (TRP24-008), submitted by Woodland Park Communities/Sand Hill Property Company ("Sand Hill") pertains to an approximately 3.92-acre project site generally located at 2001 Manhattan Avenue, East Palo Alto, CA; and

WHEREAS, on November 15, 2022, City Council approved a General Plan Amendment (GP19-001) and Development Code and Zoning Map amendments (ZC19-002), Design Review Permit (DR 19-028), Conditional Use Permit (CUP22-003), Tentative Parcel Map (TTM19-001), and Development Agreement to construct a mixed-use residential project containing approximately 605 residential units within three buildings ranging in height from 5 to 13 stories with approximately 625 parking spaces in a structured garage and approximately 2,500 square feet of community function space and 2,215 square feet of neighborhood-serving retail space; and

WHEREAS, Design Review Permit Amendment (DR24-001) proposes to construct a mixed-use residential project containing approximately 550 residential units within two buildings 8 stories in height, 570 parking spaces in two garages, approximately 2,500 square feet of community function space, and 2,619 square feet of neighborhood-serving retail space; and

WHEREAS, Tree Removal Permit (TRP24-008) proposes removal of 22 additional protected trees, which would be in addition to the 21 approved with the 2022 entitlements, for a total of 43 protected trees to be removed; and

WHEREAS, the City Council certified that the Woodland Park Euclid Improvements Project Final Environmental Impact Report (SCH # 2020040270) on file with the City Clerk was done in compliance with the California Environmental Quality Act (CEQA) on October 4, 2022; and

WHEREAS, the City Council adopted a Mitigation, Monitoring and Reporting Plan pursuant to Public Resources Code 21000 and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000) on October 4, 2022; and

WHEREAS, the City Council adopted a Statement of Overriding Considerations on October 4, 2022; and

WHEREAS, an Addendum was prepared and determined that the proposed revisions to the project do not require a subsequent or supplemental EIR or Negative Declaration under CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15164; and

WHEREAS, the project is consistent with the development standards and permitted uses in the City's Municipal Code; and

WHEREAS, on June 24, 2024 the Planning Commission held a duly noticed public hearing on

the Design Review Permit Amendment and Tree Removal Permit and unanimously voted to adopt Resolution No. PC 2024- 07 recommending City Council Approval.

NOW, THEREFORE, BE IT RESOLVED THAT THE EAST PALO CITY COUNCIL:

1. **Approves** the proposed design review permit amendment (DR24-001) and tree removal permit (TRP24-008) based on the findings, requirements and conditions of approval attached thereto and incorporated by reference; and
2. The City Council has considered the Woodland Park Euclid Improvements Project Environmental Impact Report (SCH # 2020040270) and the Addendum to the EIR and finds that no subsequent or supplemental Environmental Impact Report is required pursuant to Section 15162 of the California Environmental Quality Act Guidelines based on the substantial evidence and findings included in the Addendum, attached hereto as Exhibit C.

ADOPTED on this _____ day of _____ 2024, by the following vote**:**

AYES:

NOES:

ABSTAIN:

ABSENT:

SIGNED:

_____
Antonio Lopez, Mayor

ATTEST:

_____
James Colin, City Clerk

APPROVED AS TO FORM:

_____
John D. Lê, City Attorney

Exhibit A - FINDINGS OF FACT

The Review Authority may approve, conditionally approve, or deny the Design Review Permit Amendment and Tree Removal applications only after first making all of the following findings.

Neighborhood Center Overlay District Findings (EPAMC Sec. 18.11.050)

The project does not displace existing residents.

This finding can be made because the project would provide right of return units as well as temporary relocation units for all existing residents at consistent sizes and rents. The applicant will provide an anti-displacement incentive in the form of a rent rebate for all tenants who move into their right of return units.

The project provides for some income-restricted affordable housing.

This finding can be made because the project would provide income-restricted affordable housing for households earning 35 to 60 percent of area median income (AMI) at an offsite location and provide an in-lieu fee payment for any units constructed less than 20 percent of net new units.

The project preserves "right of return" for existing residents if demolition of existing residential units is proposed.

This finding can be made because the project would preserve right of return for existing residents consistent with the requirements of the Westside Area Plan.

The project maintains the City's rent stabilization program, where applicable.

This finding can be made because the project would construct 160 rent-stabilized units, replacing demolished rent-controlled units on a one-for-one basis. (There are 161 units proposed for demolition on the project site, one of which is a single-family home not subject to rent control.)

The project contributes to the provision of new parks and open spaces.

This finding can be made because the project would include a new publicly accessible 9,355-square foot park.

The project contributes to the provision of new streets and infrastructure.

This finding can be made because the project includes a water tank to improve fire flow and pressure to the project as well as the extended City system. The final details, materials, and design of the tank would be subject to future approval by the City. Street landscaping improvements and bus shelter improvements also are included.

The project improves the fiscal health of the City.

This finding can be made because a fiscal impact analysis showed the project would have a positive net impact on the City of East Palo Alto's General Fund. The 2022 FIA resulted in an estimated $1,109,000 in annual General Fund revenues in excess of the estimated

annual General Fund expenditures. The reduction of units would reduce tax revenues and demands on services in parallel, so the Revised Project would still be anticipated to generate a fiscal benefit for the City.

The project enhances the area for residents.
This finding can be made because the project would add street trees, renovate streets to add additional parking spaces, replace aging structures with new high-quality buildings, and add parks and open space, consistent with the Westside Area Plan.

Site Plan and Design Review Findings (EPAMC Sec. 10.86.050)
The proposed development is consistent with the General Plan and any applicable specific plan and is in compliance with all applicable provisions of the Development Code and all other City ordinances and regulations;
This finding can be made because the proposed mixed-use development is consistent with the Neighborhood Center Overlay (NCO) land use designation. The purpose of the NCO designation is to support the development of housing at increased intensities with ancillary neighborhood-serving retail uses. The project would provide community space and neighborhood serving retail uses, as well as 550 residential units, 160 of which would be rent-controlled. The project also includes construction of off-site income-restricted affordable housing as alternative compliance with the City's inclusionary housing ordinance, and a Tenant Relocation Plan that is compliant with the City's ordinances and the Westside Area Plan requirements. Further, the proposed project meets all applicable provisions of the Development Code, including the NCO District, and City ordinances and regulations.

The proposed development is to be constructed on a suitable site, adequate in shape, size, topography, and other circumstances to accommodate the proposed development;
This finding can be made because the project site is located in a developed area of the city for a use allowed in the General Plan and in the Development Code and meets Development Code standards for the NCO Zone and underlying R-HD-5 and R-UHD districts for height, setbacks, and lot coverage. The project site is approximately 3.92 acres in size and is fully accessible by city streets including Euclid Avenue, Manhattan Avenue, West Bayshore Road, East O'Keefe Street, and O 'Connor Street. The 2022 application included a tentative map, which would dedicate additional right of way to the City and merge multiple parcels on either side of Euclid into two consolidated parcels to accommodate the proposed buildings. No changes are being proposed to the previously approved tentative map.

The proposed development complies with the applicable standards of review;
This finding can be made because the project entitlements include a Design Review Permit Amendment and Tree Removal Permit, which conforms to the requirements of the development standards of the EPAMC Title 18 and the procedure for processing a Major Change to a Design Permit set forth in EPAMC Section 18.100.100.

The proposed development is designed and arranged to provide adequate consideration to ensure the public health, safety, and general welfare, and to prevent adverse effects on neighboring property

This finding can be made because the project was evaluated to ensure public health, safety and general welfare. The project's EIR studied the effects to public health and safety associated with the increase in intensity of the proposed development, identified mitigation measures to reduce impacts, and set forth a Mitigation Monitoring and Reporting Program. The project site, 2001 Manhattan Avenue comprises approximately 3.92 acres of land and is accessible by city streets including Euclid Avenue, West Bayshore Road, Manhattan Avenue, East O'Keefe Street, and O'Connor Street. The site is fully served by public services and utilities, and a 1.5-million-gallon steel water storage tank located at 375 Donohoe Street would be constructed concurrent with the project to provide improved fire flow and pressure to the project as well as the extended City system. The project would also be required to make fair share contributions or improvements to ensure adequate sanitary sewer service. As noted in the project traffic study, the project would be required to make fair share contributions to improve nearby intersection function. A variety of 2-3 story multiple-family and neighborhood commercial uses surround the project site, and the University Circle/Four Seasons campus lies to the east of the project site. The proposed mixed-use residential development has been designed to be compatible with the new NCO zoning district, includes appropriate project setbacks, circulation and landscaping, as well as the appropriate screening for loading, parking and mechanical equipment.

Tree Removal Permit Findings (EPAMC) Section 18.28.070(D):

The tree interferes with proposed development, repair, alteration, or improvement of a site and preservation would stop the implementation of a well-integrated and thoughtful design that enhances the property and neighborhood while meaningfully furthering the goals set forth in the General Plan and the project will incorporate replacement trees.

This finding can be made because the 22 new trees that are proposed for removal (in addition to 21 trees proposed for removal with the Approved Project) interfere with proposed development, repair, alteration, or improvement of a site due to conflicts with tree locations close to or within the proposed building footprints, and preservation would stop the implementation of a well-integrated and thoughtful design that enhances the property and neighborhood while meaningfully furthering the goals set forth in the General Plan. The project will incorporate 72 24-inch box replacement trees.

CEQA Findings for No Subsequent Review (CEQA Guidelines Sections 15162 and 21166)

Are there substantial changes to the Project involving new or more severe significant impacts that would require major revisions to the prior EIR?

No. As identified in the comparative analysis, the project as revised serves to reduce the overall number of residential units within the same project area and redistribute the building heights between the two buildings. While these changes would alter the morning shadow pattern to the west/northwest, this secondary effect was found to be significant and unavoidable in the certified EIR. The revised project heights would not change this conclusion or the significance of the impact. This Addendum demonstrates that the project as revised would not result in more severe impacts compared to the impacts as disclosed in the certified EIR. No revisions to the EIR are necessary based on the proposed revisions.

Are there substantial changes in the conditions which the Project is undertaken involving new or more severe significant impacts?
No. There are no substantial changes that have occurred in the local policy or regulatory environment since the project was approved. The project as revised will not significantly alter the amount or direction of new housing planned in the Westside of the City compared to the analysis and assumptions in the previously certified EIR.

Furthermore, physical environmental conditions in the vicinity of the project and City of East Palo Alto have not substantially changed since certification of prior EIR in 2022. The existing neighborhood and surrounding development pattern have remained relatively unchanged. There are no new physical changes to local conditions that would present a new or more sensitive environmental condition, and as such the project as revised would not result in new or more severe environmental impacts.

Is there new information of substantial importance, which was not known and could not have been known at the time of the previous EIR that shows the Project will have a significant effect not addressed in the previous EIR; or previous effects are more severe; or, previously infeasible mitigation measures are now feasible but the applicant declined to adopt them; or mitigation measures considerably different from those in the previous EIR would substantially reduce significant effects but the applicant declines to adopt them?
No. As noted above, City policies and physical environmental conditions in the vicinity of the project have not significantly changed in the two years since project approval. Therefore, there is no new information of substantial importance available now that would lead to a new significant effect or more severe impact associated with the project revisions. The mitigation measures of the certified EIR remain applicable to the project as revised and would effectively mitigate the impacts previously identified. The analysis within this addendum concluded that the proposed revisions would not require additional or considerably different mitigation measures.

Exhibit B – Conditions of Approval

Planning Division
General Conditions:

1) The project shall be built according to the approved plans as part of Planning application DR24-001 approved by the City Council on _____. Any expansion or change in use shall be subject to review by the Planning Manager and approval by the appropriate decision-making body.

2) The Planning Manager may administratively approve minor modifications to the approved plans or uses consistent with Section 18.86.080 of the Development Code. Major Modifications, as determined by the Planning Manager, shall require review and approval from the City Council at a public hearing.

3) The applicant shall obtain a City of East Palo Alto building permit and any associated encroachment or site development permits from the Public Works Department before construction can proceed.

4) The applicant shall notify the project planner to schedule inspections related to the construction of all structures, landscaping, and other site improvements. The notification request shall be given at least 72 hours prior to the requested time for inspection.

5) To the maximum extent permitted by law, the applicant (or its successor in interest) shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of East Palo Alto, its City Council, Planning Commission, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all claims, actions, or proceedings against Indemnitees to attack, set aside, void or annul an approval by Indemnitees relating to this project. This indemnification shall include, but is not limited to, all damages, losses, and expenses (including, without limitation, legal costs and attorney's fees) that may be awarded to the prevailing party arising out of or in connection with an approval by the Indemnitees relating to this project. The City shall promptly notify the applicant of any claim, action or proceeding and the City shall cooperate in the defense. The City may elect, in its sole discretion, to participate in the defense of said claim, action, or proceeding and the applicant (or its successor in interest) shall reimburse the City for its reasonable legal costs and attorneys' fees.

6) The project shall comply with all terms of the Development Agreement, as approved by Ordinance No. 07-2022.

7) The Applicant shall attend a pre-submittal meeting with Public Works and Community and Economic Development Department (CEDD) staff prior to the issuance of a grading permit.

8) No permit shall be issued for an individual sign requiring a permit unless and until a Master Signage Plan for the subject parcel on which the sign shall be erected has been submitted and approved consistent with the East Palo Alto Development Code.

9) 43 protected trees are approved for removal, as described in the project plans. 72

trees are required for replacement, as described on sheet L-1.0 of the approved plans. Replacement trees must be 24" box size or greater.

10) If any additional protected trees are proposed for removal, a tree removal permit shall be filed with the Planning Division for the removal of any Protected Trees on the property prior to the issuance of building permits. The applicant shall incur any fees associated with the tree removal permit application or peer review.

11) Project landscaping shall comply with City of East Palo Alto and State regulations for water-efficient landscaping.

12) The project shall incorporate native landscaping where possible.

13) Private and dedicated open space and trees shall be preserved and maintained by the owner/occupant per plans when approved by the City. If there are any modifications to the current trees and landscaping or if the tree needs to be replaced by something comparable, the applicant will need to get approvals from the Planning Division in order to be permitted to do so. The approval may require, but is not limited to, separate permits fees, arborist reports, and other necessary documents. No building additions shall be permitted that impede or in any way impact the granted open space excluding small accessory structures.

14) Landscaping within the Corner Vision Triangle Area (defined by East Palo Alto Municipal Code Section 18.22.020(B)) shall be selected, installed, and maintained consistent with East Palo Alto Municipal Code Section18.22.020 to avoid obstructions for vehicles exiting project driveways.

15) As part of the project's Transportation Demand Management Program, the project will be required to coordinate with the City's TDM program coordinator to increase ridership of the University Circle Complex shuttle. At minimum, the Applicant shall advertise the private Caltrain shuttle service offered by the University Circle Complex property managers in lobbies and public spaces and coordinate placement of a shuttle stop with the City.

16) Transit passes shall be offered in accordance with the City-approved Transportation Demand Management plan.

17) The applicant or successor in interest shall be required to participate in a TMA if formed.

18) The applicant shall participate in Commute.org's Certified Development Program as part of the project's TDM plan.

19) The applicant shall maintain the 9,300 square foot park at the project site in perpetuity.

20) The applicant shall partner with the City to construct a sidewalk and street lighting as required by the City from the project site along West Bayshore Road to the Water Tank site at 375 Donahoe Street. The applicant shall include sidewalk improvements with the off-site improvement plans, which are required to be submitted with building permits. The developer's portion of the improvement costs shall be a maximum $125,000.

21) The applicant shall install publicly accessible electric vehicle (EV) chargers within the project's parking garage or another publicly accessible location agreed upon by the City. If located in the public right of way, the applicant will have a maximum contribution of $50,000. The applicant shall install a minimum of four level-2 chargers and minimum of one level 3-charger.
22) The applicant shall install accessible drinking water fountains within the project park.

Prior to Issuance of Grading Permits:

23) SC AQ-2.1 BAAQMD Basic Construction Measures. BAAQMD Basic Construction Measures. Prior to any grading activities, the applicant shall prepare and implement a Construction Management Plan that includes the BAAQMD Basic Construction Mitigation Measures to minimize construction-related emissions. This plan shall first be reviewed and approved by the Director of Public Works/City Engineer. The BAAQMD Basic Construction Mitigation Measures are:
    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
    e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Prior to the Issuance of Building Permits:

Prior to the issuance of building permits:

24) Applicant shall acknowledge in writing all of the conditions of approval and any mitigation measures contained in the EIR mitigation and monitoring program (MMRP) and accept these conditions and mitigation measures with full awareness of the responsibilities associated with all requirements. Said information to be noted on the front page(s) of the building permit plan sets.
25) The project shall comply with the associated Mitigation Monitoring and Reporting Program

(MMRP). Prior to the issuance of building permit the developer shall berequired to meet with the Planning Division to discuss the mitigation measures identified with the Mitigation Monitoring and Reporting Program (MMRP).

26) Applicant shall record a memorandum with the County of San Mateo stating that the conditions of approval are available from the City of East Palo Alto.

27) Applicant shall submit a lighting plan showing all proposed parking lot and exterior building lighting, including details on standard design, coverage and intensity for review and approval by the Planning Manager.
    i. The plan shall include the manufacturer's specifications and the 0.5-foot candle contour lines on selected elevations and on the site plan.
    j. Lighting shall be limited to the absolute minimum required to provide visibility and security to the site without spillover or glare effects to surrounding properties, roadways, or sky to limit light pollution and trespass.
    k. Minor adjustments with diffusers or lower wattage fixtures may be required after opening.
    l. Exterior light fixtures shall be full cutoff type so that lighting is directed downward only, minimizing glare and light pollution, and shall not cast light on any adjacent property or roadway. Lighting fixtures shall be installed that are energy efficient.

28) Applicant shall submit the method of screening roof equipment to the Planning Manager for review and approval. Roof equipment and objects such as elevator equipment, air conditioning or utility equipment, television aerials, etc. shall not be visible from surrounding streets or properties from the ground plane.

29) Applicant shall submit a site management plan to address any remediation, if required. Final sign-off, if required, shall come from the San Francisco Regional Water Quality Control Board, and building permits shall not be issued until the City has received clearance from the San Francisco Regional Water Quality Control Board for any required remediation of the site.

30) All impact fees, as well as any outstanding costs associated with the planning entitlement process, shall be paid prior to issuance of the building permit. Impact fee information is available at: https://www.cityofepa.org/sites/default/files/fileattachments/finance/page/4461/east_palo_alto_comprehensive_fee_schedule_eff.01.2021_0.pdf

31) Submit exterior building colors, materials, and design elements to the Planning Manager for final review and approval prior to issuance of building permit.

32) Submit exterior paint colors, materials, and design elements for the water tank to the Public Works Director for final review and approval prior to issuance of building permit.

33) A tree protection plan shall be submitted and approved prior to issuance of building permits. To avoid and minimize damage to existing trees that are not proposed for direct impact by Project activities, the measures outlined on Plan

Sheet T-0.1 shall be implemented during construction.

34) Prior to the issuance of a building permit, the applicant shall comply with the Transportation Demand Management (TDM) Plan requirements consistent with the East Palo Alto Municipal Code Chapter 10.32. A complying TDM plan shall be submitted to the City for review and approval before building permits can be issued. The project shall be subject to all applicable TDM-related fees and penalties.

35) Applicant shall install bicycle racks or storage that complies with the Santa Clara Valley Bicycle Technical Guidelines and Valley Transit Authority (VTA) standards, as may be amended.

36) Applicant shall submit a property maintenance and management plan for the entire property, which shall include but not be limited to:
    a. Clearly identify the use of all balconies and define what can and cannot be stored on the balcony
    b. General cleaning of litter and debris on-site
    c. Maintenance of all exterior building materials
    d. Maintenance of all landscaping, window cleaning, etc.

37) Prior to the issuance of Building Permits, the project applicant/developer must obtain all required approvals by and be in compliance with all the conditions of the East Palo Alto Sanitary District or then current provider of sanitary sewer.
38) Submit final design details and equipment details for improvements at the Park which shall be approved by the City and shall be consistent with the Parks, Recreation, and Open Space Master Plan.
39) Prior to Building Permit issuance, the applicant shall dedicate the land adjacent to the San Francisquito Creek (APN 063-471-020) along Woodland Avenue between Euclid Avenue and University Avenue to the City to serve as a public park and contribute $15,000 to the City for design services. The applicant shall provide a Phase I Environmental Site Assessment prior to land dedication verifying that the project site is appropriate for park-use.
40) Prior to Building Permit issuance, the applicant shall contribute $150,000 to the City to be used as a rent relief fund.

<u>Conditions Prior to Certificate of Occupancy:</u>

41) Park improvements shall be constructed prior to issuance of certificate of occupancy.
42) Prior to issuance of certificate of occupancy, the applicant shall make a $25,000 financial contribution to the City to support the creation of a future residential parking permit program or to fund a future TMA.
43) Prior to Certificate of Occupancy for the West Building, the applicant shall enter into an agreement with the City that stipulates that the applicant, property owner, or successor in interest is responsible for maintaining the mechanical parking structure in the West Building to ensure that all 136 parking spaces on the parcel remain in operable condition for the life of the project. The agreement shall be recorded with the County. The agreement shall include, but not be limited to, the following:
    a. that the applicant, property owner, or successor in interest is required to maintain the mechanical parking structure and all required operational safety systems so that

it is in operable condition at all times for the life of the project, subject to required shutdowns for maintenance, repair or replacement;

b. that appropriate training on the operation of the mechanical parking system shall be provided to all new residents by the leasing office or other appropriate party;
c. that an operation manual shall be kept in a safe, accessible place on the property, and a copy of the manual shall be kept inside of the control panel; and
d. that the owner shall place an emergency maintenance phone number on the control panel or another visible location for residents to call in the event that the mechanical parking structure is not functioning.

Conditions After Certificate of Occupancy:

44) The community room shall be maintained and operated consistent with the terms set forth in the Development Agreement (Ordinance No.07-2022) for the life of the project.
45) The applicant shall consult with the City prior to making any modifications to landscaping, equipment, programming, or operation of the park.

CEQA Mitigation Measures

46) MM AES-2.1 Construction Screening. To minimize and soften the visual effect as seen from visitors and nearby residents, the project proponent shall incorporate construction fencing or screening around the perimeter of the site. The screening material shall be of sufficient height to mask ground-level activities within and be designed with graphics, murals, historic references, or other design features to blend as much as possible with the neighborhood surroundings while communicating the future uses at the site. Screening shall remain in place during demolition of existing structures, site preparation and new building construction. Screening shall not be necessary during the final stages of construction when architectural coatings, detailing and landscaping are applied. The plan for screening concept and design shall be submitted for approval to the City of East Palo Alto prior to issuance of any building and grading permits.
47) MM AES-2.2 Water Tank Screening. During construction, the applicant shall provide construction screening of the water tank site to soften visual effects of construction. In the final phase of tank construction, the applicant shall landscape the perimeter of the water tank site at 375 Donohoe with a combination of fencing and vegetation to soften and screen the appearance of the water tank and related improvements. Plant selection shall include native, taller species or trees to provide a visually appealing screen as viewed from the roadway and surrounding land uses. Landscaping and screening shall not conflict with water tank access or operations. Landscaping plans shall be submitted to the City for review and approval with final improvement plans.
48) MM AES-3.1 Glare Reduction. As part of final improvement plans, the project shall incorporate anti-reflective (AR) glass products and surfaces selected specifically to minimize reflective glare. Such materials can vary but typically consist of matte or patterned finishes that serve to both reduce reflective glare and reduce bird strike.
49) MM AQ-3.1 Off-Road Diesel-Powered Construction Equipment. All mobile diesel-powered off-road equipment operating on-site for more than two days and larger than 50 horsepower shall, at a minimum, meet U.S. Environmental Protection Agency (EPA)

particulate matter emissions standards for Tier 4 engines or equivalent. Prior to the issuance of any demolition permits, the project applicant shall submit a construction operations plan to the Planner/Project Manager of the Planning Division of the Department Community and Economic Development, which includes specifications of the equipment to be used during construction and confirmation this requirement is met. Such equipment could include concrete/industrial saws, graders, scrapers, rollers, cranes, forklifts, generator sets, and air compressors.

The construction contractor may use other measures to minimize construction period Diesel Particulate Matter (DPM) emissions to reduce the estimated cancer risk below the thresholds. The use of equipment that includes CARB-certified Level 4 Diesel Particulate Filters or alternatively-fueled equipment (i.e., non-diesel), added exhaust devices, or a combination of these measures could meet this requirement. If any of these alternative measures are proposed, the construction operations plans must include specifications of the equipment to be used during construction prior to the issuance of any demolition permits. If any of these alternative measures are proposed, the plan shall be accompanied by a letter signed by a qualified air quality specialist, verifying the equipment included in the plan meets the standards set forth in this mitigation measure.

50) MM BIO-1.1 Preconstruction Bird Surveys. The applicant shall schedule all on-site tree removal, demolition and grading to occur outside of the nesting and breeding season (February 1 through September 1) of any given year to avoid nest disturbance. If this schedule is not practical or feasible, the applicant shall hire a qualified biologist to conduct preconstruction nesting bird surveys of the site plus a 100-foot perimeter around the site, no more than seven days prior to removal of trees and grading. If nesting birds are observed, the biologist will establish a buffer zone where no tree removal or grading will occur until the biologist confirms that all chicks have fledged and are no longer reliant on the nest. The buffer zone may vary from 50 to 250 feet, depending upon the species of bird and exposure of the nest site.

51) MM CR-2.1 Inadvertent Discovery of Archaeological Resources. In the event the buried, or previously unrecognized archaeological deposits or resources are encountered during ground disturbing activities, work shall be temporarily halted within a 50-foot radius of the discovered materials and workers should avoid altering the materials and their context until a qualified professional Archaeologist has evaluated the situation and provided appropriate recommendations. Project personnel shall not collect cultural resources. Construction and potential impacts to the area(s) within a radius determined by the archaeologist shall not recommence until the assessment is complete.
If any tribal cultural resources are found, the project applicant and/or its contractor shall cease all work within 50 feet of the discovery and immediately notify the City of East Palo Alto Planning Division. Potentially significant Native American resources consist of but are not limited to chert or obsidian flakes, projectile points, mortars, and pestles; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. The tribal monitor(s) will contact the tribal representative(s) and in consultation with the City and an archeologist evaluate the finds. Appropriate mitigation measures for the inadvertently discovered tribal cultural resource shall be at the direction of tribal leadership. The City and tribal representative(s) shall consider the mitigation recommendations and agree on implementation of the measure(s) that are feasible and appropriate. Such

measures may include reburial of any ancestral remains, avoidance, preservation in place, excavation, documentation, or other appropriate measures.

52) MM CR-2.2 Inadvertent Discovery of Human Remains. In the event that human remains (or remains that may be human) are discovered at the project site, Public Resource Code Section 5097.98 must be followed. All grading or earthmoving activities shall immediately stop within a 50-foot radius of the find. The project proponent shall then inform the San Mateo County Coroner and the City of East Palo Alto immediately, and the Coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).

    Section 7050.5 requires that excavation be stopped in the vicinity of discovered human remains until the Coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with the state relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (Public Resource Code [PRC] § 5097). The Coroner shall contact the NAHC to determine the most likely descendant(s) (MLD). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The MLD will determine the most appropriate means of treating the human remains associated grave artifacts, and shall oversee the disposition of the remains.

    In the event the NAHC is unable to identify an MLD or the MLD fails to make a recommendation within 48 hours after being granted access to the site, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity within the project area in a location not subject to further subsurface disturbance.

53) MM GEO-5.1 Final Geotechnical Evaluation. A construction level geotechnical evaluation shall be required for the project. The project shall be required to adhere to and incorporate all standards and recommended engineering measures to mitigate for liquefaction, expansive soils and other local soil constraints. The final geotechnical evaluation will be provided to the City for review and approval prior to the issuance of building permits.

54) MM GEO-6.1 Inadvertent Discovery of Paleontological Resources. In the event that fossils or fossil-bearing deposits are discovered during construction activities, work shall be temporarily halted with a 50-foot radius of the discovered materials and workers should avoid altering the materials and their context until a qualified paleontologist has evaluated the situation and provided appropriate recommendations. Construction and potential impacts to the area(s) within a radius determined by the paleontologist shall not recommence until the assessment is complete.

    If it is determined that the proposed development could damage unique paleontological resources, mitigation shall be implemented in accordance with Public Resources Code Section 21083.2 and Section 15126.4 of the CEQA Guidelines. Possible mitigation under Public Resources Code Section 21083.2 requires that reasonable efforts be made for resources to be preserved in place or left undisturbed. If preservation in place is not feasible, the applicant shall mitigate significant effects. Excavation as mitigation shall be limited to those parts of resources that would be damaged or destroyed by a project. Possible mitigation under CEQA emphasizes preservation-in-place measures, including planning construction avoid paleontological sites, incorporating sites into parks and other open spaces, covering sites with stable soil, and deeding the site into a permanent

conservation easement. Under CEQA Guidelines, when preservation in place is not feasible, data recovery through excavation shall be conducted with a data recovery plan in place.

55) MM GHG-1.1 Transportation Demand Management Plan. Prior to approval of project entitlements for future residential uses, the project applicant shall prepare qualifying Commute Trip Reduction (CTR)/Transportation Demand Management (TDM) plan to reduce mobile GHG emissions for all uses. The TDM plan shall be approved by the City of East Palo Alto and any physical features resulting from the plan shall be shown in final improvement plans. The TDM plan shall discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. The following measures or equally effective measures shall be incorporated into the TDM plan.
    - The project applicant shall consult with the local transit service provider on the need to provide infrastructure to connect the project with transit services. Evidence of compliance with this requirement may include correspondence from the local transit provider(s) regarding the potential need for installing bus turnouts, shelters or bus stops at the site.
    - The CTR/TDM plan for the project shall include, but not be limited to the following potential measures: ride-matching assistance, preferential carpool parking, flexible work schedules for carpools, half-time transportation coordinators, providing a web site or message board for coordinating rides, designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles, and including bicycle end of trip facilities. This list may be updated as new methods become available. Verification of this measure shall occur prior to building permit issuance for the commercial uses.
56) MM HAZ-1.1 Asbestos Operation and Management Plan. Prior to demolition and removal of material from the site, the project applicant shall implement the recommendations of the 2014 Asbestos O&M Plan for work involving asbestos-containing material. These measures include asbestos training and specific work procedures for employees managing asbestos contaminated materials, notification procedures for building owners and occupants, asbestos clean-up and emergency response procedures, and recordkeeping of identified asbestos contaminated materials. The plan shall be reviewed and approved by the City of East Palo Alto prior to implementation.
57) MM HAZ-1.2 Lead Based Paint and PCB Operation and Management Plan. Prior to any renovations or demolition, the project applicant shall implement the recommendations of the LBP O&M Plan for work involving lead based painted surface areas to be carried out. These measures include training and special work procedures for employees managing lead-based paint materials, notification procedures for building owners and occupants, emergency response procedures, and recordkeeping of identified lead-based paint materials. The plan shall be reviewed and approved by the City of East Palo Alto prior to implementation. The project shall also follow current San Francisco Bay Regional Water Quality Control Board requirements for identifying and controlling PCB's during building demolition, if present.
58) MM N-1.1 Construction Noise Reduction. Prior to Grading Permit issuance, the applicant shall demonstrate, to the satisfaction of the City of East Palo Alto Director of Public Works or City Engineer that all applicable construction plans and specification include the

following measures:

- Construction activities shall be restricted to daytime hours of between 7:00 a.m. and 8:00 p.m. on weekdays.
- Prior to the start of construction activities, the construction contractor shall:
  - Maintain and tune all proposed equipment in accordance with the manufacturer's recommendations to minimize noise emission.
  - Inspect all proposed equipment and should fit all equipment with properly operating mufflers, air intake silencers, and engine shrouds that are no less effective than as originally equipped by the manufacturer.
- Post a sign, clearly visible at the site, with a contact name and telephone number of the City of East Palo Alto's authorized representative to respond in the event of a noise complaint.
- Place stationary construction equipment and material delivery in loading and unloading areas as far as practicable from the residences.
- Limit unnecessary engine idling to the extent feasible.
- Use smart back-up alarms, which automatically adjust the alarm level based on the background noise level, or switch off back-up alarms and replace with human spotters.
- Use low-noise emission equipment.
- Limit use of public address systems.
- Minimize grade surface irregularities on construction sites.

59) MM TRA-2.1 Traffic Calming Measures. Prior to operational use of the parking garage, the project applicant shall install traffic calming measures at the Bayshore Road/Manhattan Avenue location to reduce traffic speeds and improve the safety of driveway movements. Such measures could include advisory speeds signs, advanced warning signage along Manhattan Avenue and Bayshore Road, roadway bulbouts, raised dots, parking restrictions or other physical improvements. Final traffic calming measures will be determined in consultation with City of East Palo Alto Public Works staff during review of improvement plans.

60) MM UTIL-3.1 Fair Share Funding of Project Improvements. The project applicant shall either fund the fair share of construction of physical sewer line improvements (pipe upgrades) immediately downstream of the project, provide fair share funding toward system wide sanitary sewer system improvements, or a reasonable combination of both. The project's financial and implementation responsibility for sewer capacity improvements shall be determined in consultation with the City of East Palo Alto Public Works Department. Fair share funding of common improvements to the city-wide system would also address the project's contribution to significant cumulative effects. Funding or construction of common improvements shall occur prior to the issuance of building permits or as determined by the City. The project's fair share of responsibility shall be proportionate to the impact. The project shall not be responsible for mitigating all existing deficiencies.

Housing Division

Relocation Plan

61) The applicant shall offer a $2,000 anti-displacement incentive in the form of a rent rebate or home goods voucher to households that move into right of return units.

62) The applicant shall provide information on Relocation Plan implementation to the Rent

Stabilization Board on a bi-monthly basis so the Rent Stabilization Board can oversee implementation of the Relocation Plan. Tenants may report any grievances with Plan Implementation to the Rent Stabilization Program staff so the issue may be presented to the Rent Stabilization Board for review and resolution. It is anticipated that the Rent Stabilization Board will hold bimonthly meetings on Relocation Plan implementation for the first 8 months of implementation.

63) The applicant shall provide written notification in both English and Spanish to all affected households of each Rent Stabilization Board meeting which includes the Relocation Plan as an agenda item at least 72 hours prior to the meeting.
64) During implementation of the Relocation Plan, the applicant shall provide copies of all forms sent to and received by tenants to the Rent Stabilization Program staff within one week of mailing/hand delivery or receipt.
65) During implementation of the Relocation Plan, the applicant shall provide Rent Stabilization Program staff with a bimonthly report, in a form approved by the Rent Stabilization Board, including, but not limited to, on-site occupancy (through demolition), how households have chosen to participate in the Relocation Plan (e.g. temporary apartment in Woodland Park, temporary apartment elsewhere, or relocation payment), which households remain undecided, and which households (if any) have left without utilizing relocation benefits.
66) Applicant shall give notices to the tenants within 30 days of entitlement becoming final of the option to move immediately and encourage tenants to move. Beginning May 1, 2023, in order to ensure the continued safety of the remaining tenants, within thirty days of fewer than one-third of the total project units being occupied, the Applicant must give Ellis Act notices of termination of tenancy to all remaining tenants and shall comply with all requirements of the EPA Municipal Code and State law for removing the rental units from the rental market. Once the Property is vacant, Applicant shall secure the property to prevent unauthorized entry.
67) The applicant shall resubmit the Relocation Plan to staff incorporating all errata changes for staff's approval within 30 days of approval of the Plan.
68) Within three weeks of staff's approval of the finalized Relocation Plan, the applicant shall send a copy of the Relocation Plan to all eligible households in both English and Spanish.
69) The applicant shall provide a waiver with all move out documentation for tenants who move out without participating in the OTRM program prior to being sent the notice of termination of tenancy. The waiver shall include an acknowledgement that by moving out prior to receiving notice of termination of tenancy, the tenant relinquishes rights to relocation benefits, including relocation payments, temporary replacement apartments, and right of return units. A copy of this form shall be provided to Rent Stabilization Program Staff.
70) Within 30 days of project approval, the applicant shall enter into a reimbursement agreement with the City to provide funds to hire an independent contractor to verify the tenancy data provided by the applicant. The developer shall reimburse the City for all costs connected with an independent audit.

<u>Prior to the Issuance of Building Permits:</u>

71) Payment in full of Inclusionary In-Lieu Fee. The final Inclusionary Housing In-Lieu Fee shall be paid in accordance with the terms of the Development Agreement adopted by Ordinance No.07-2022.

Prior to Certificate of Occupancy:

72) All subsequent actions taken by the Applicant related to the residential units in the Project shall be consistent with the Tenant Relocation Plan, as approved by the City Council.

73) Final Inspection Approval, Temporary Certificate of Occupancy, Certificate of Occupancy, and Notice of Completion for any units will be issued in accordance with the Inclusionary Housing obligations specified in the Development Agreement (Ordinance No. 07-2022).

Building Division

At Building Permit Submittal

74) A digital copy of the plans must be submitted for building review and must include the digital submittal of all relevant supporting documents, including but not limited to structural calculations, energy compliance forms, soils report, etc.

75) This project shall be designed to meet the applicable California Building Standards Code that is in effect at the time of building permit application. CBC 1.1.9.

76) Imprint the Conditions of Approval on the plans submitted for building permits.

77) A soils investigation report shall be submitted containing design recommendations. Additionally, a signed and stamped letter from the Geotechnical Engineer or Civil Engineer who prepared the soil investigation shall be submitted stating the following:

    a. The plans and specifications substantially conform to the recommendations in the soil investigation.

    b. The Geotechnical Engineer or Civil Engineer who prepare the soil investigation has been retained to provide soil site observation and provide periodic and final reports to the City of East Palo Alto.

78) Prior to final inspection for any building or structure, the Geotechnical Engineer or Civil Engineer who prepared the soil investigation shall issue a final report stating the completed pad, foundation, finish grading and associated site work substantially conform to the approved plans, specifications and investigations.

79) Please imprint, on the submitted plans, the Construction Best Management Practices. To access the standard plan, please visit: http://www.flowstobay.org/construction.

80) The applicant shall properly complete and incorporate the CAL Green Residential Mandatory Measures in effect at the time of submittal on the plans submitted for building permits. The link to access the form: http://www.ci.east-palo- alto.ca.us/ArchiveCenter/ViewFile/Item/443

81) The applicant shall properly complete and incorporate the CAL Green Non-Residential Mandatory Measures in effect at the time of submittal on the plans submitted for building permits. The link to access the form: https://www.cityofepa.org/sites/default/files/fileattachments/building/page/3801/2019_cal_green_non-residential_mandatory_requi_rn1603.pdf

82) Provide a note on the plans submitted for building permits: “At a minimum, 65% of the project waste stream shall be recycled; prior to final project approval, a receipt shall be provided to the building inspector to verify 65% recycling has occurred." Self-hauling is prohibited in the City of East Palo Alto; an authorized hauler shall be utilized.

83) All construction and demolition debris shall be contained on-site (not in the public right-of-

way) in constantly covered bins, which include adequate service.

84) Please note on plan: The City of East Palo Alto Municipal Code Section 15.04.125 limits construction activity to the following hours:

Monday through Friday: 7:00 AM to 6:00 PM Saturday: 9:00 AM to 5:00 PM

Sundays and national holidays: No activity allowed

85) The applicant shall submit complete Title 24 Certificate of Compliance forms for the proposed project. The forms shall be incorporated into the plan set.

86) Temporary Shoring – Temporary shoring plans shall be submitted to the Building Division for review and approval prior to the commencement of site excavation.

87) A 98" minimum vertical clearance is required from the garage entrance to the accessible parking space per CBC 1109A.8.1.

88) CBC 1009.2.1 requires elevators to be part of the accessible means of egress in buildings where a required accessible floor is four or more stories above the level of exit discharge. Further, CBC 1009.4 requires standby power for the elevators. Provide compliance with these code sections or the exceptions to these code sections.

89) Provide accessible electric vehicle charging stations in accordance with California Green Building Standards Code Section 4.106.4.2.

90) Stair handrails at the top and bottom of the stairs shall extend the full dimensions described in CBC 1123A.6.

91) Per CBC 107.2.7, where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction document shall include details for all elements of the impervious moisture barrier system. The plans shall show these details. The manufacturer's installation instructions shall be incorporated into the plan submittal package. *Advisory: During the construction phase, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved. CBC 110.3.8.1.*

92) The roof deck shall be designed with a live load of 1.5 times the live load for the area served and not required to exceed 100 psf. CBC Table 1607.1.

93) The elevator shall be designed to accommodate an ambulance stretcher per CBC 3002.4

94) Note on plans that the contractor is required to prepare hazardous waste collection on site prior to removal/treatment.

Prior Building Permit Issuance

95) The installation of site construction trailers will require a separate building permit issued by the Building Division. Plans and specifications must be submitted for review and approval prior to the installation of such structure. Please contact the Building Division for additional information.

96) Approval of this Project does not relieve the Applicant from the applicable requirements of subsequent permits and approvals, including but not limited to the following as may be applicable:

- Grading Permit and Improvement Plan
- Building Permit and Certificate of Occupancy
- Fire Permit

- School District Development Impact fee requirements

97) Prior to the issuance of building permits, the applicant/developer shall submit a waste management plan to the Building and Safety Division. The plan shall include the estimated composition and quantities of waste to be generated and how the project developer intends to recycle at least 65 percent of the total job site construction waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of the building permit.

   a. Note on the plans submitted for building permits: Self-hauling is prohibited in the City of East Palo Alto; an authorized hauler shall be utilized.

   b. All construction and demolition debris shall be contained on-site (not in the public right-of-way) in constantly covered bins, which include adequate service.

Prior To Final/Occupancy

98) A minimum of 10 Days prior to anticipated occupancy, the applicant shall have scheduled final inspections by all Departments requiring conditions of approval.

Engineering Division:

SPECIFIC CONDITIONS OF APPROVAL

99) A Parcel Map or Condominium Map shall be submitted for review and approval by the City and recorded with the County Recorder prior to issuance of building permits. The Map shall conform to the Subdivision Map Act and the Municipal Code, and shall show any required right-of-way or easement dedications shown on the Tentative Map. The Map shall show a Public Access Easement over the Park parcel, unless the City agrees that a License Agreement for public access is an acceptable alternative.

    The Map shall include the following:

    - Dedicate additional public right-of-way (fee) on Euclid Avenue and O'Connor Street as needed to provide a consistent 60' wide ROW.
    - Provide a minimum 5' Public Utility Easement on all frontages. The easement width can be modified based on constraints and the final utility design.
    - On Euclid Avenue (Section B-B of the Tentative Map), where the parking and/ or sidewalk is located outside the ROW, extend the ROW to the curb and provide a sidewalk easement over the sidewalk. Confirm the width of the ROW to match the proposed improvements.
    - Provide a public access easement over the private park unless access can be provided through a license agreement or other document. The license agreement or access easement shall be in effect in perpetuity.
    - A set of CC&Rs shall be submitted for review, covering maintenance responsibilities for common private improvements between Parcels 1 and 2. The CC&Rs shall be recorded prior to occupancy of the buildings.

100) The Applicant shall submit off-site improvement plans, incorporating frontage improvements, utility improvements, and off-site landscaping. The off-site improvement plans shall be submitted with the Building Permit application.

101) The Applicant shall construct frontage improvements similar to those shown in the Planning

Application. These improvements will include sidewalk, curb, gutter, landscaping, stripping, and other typical frontage items. Additionally, the entire width of Euclid Avenue along the project frontage must be given a minimum of 2-inch grind and overall and road sections along the other frontages must be ground and overlayed for half their width unless otherwise specified in the offsite-improvements plan review.

102) Prior to the approval of the off-site improvement plans, the Applicant shall execute a long-term maintenance agreement with the City, covering ownership and maintenance of the various improvements, including streetscaping, the bus stop, and the park.

103) The Applicant shall obtain a will-serve letter from the East Palo Alto Sanitary District (EPASD) or then-current provider of sanitary sewer prior to issuance of building permits. The Applicant shall complete sanitary sewer system improvements and/ or provide funding as required by EPASD or the then-current provider of sanitary sewer. At a minimum, any lines identified by EPASD or the then-current provider of sanitary sewer as needing upgrades within the project street improvement limits will be upgraded.

104) The 1.5-million-gallon water tank at 375 Donohoe Street shall be constructed in accordance with the terms of the Development Agreement adopted by Ordinance No.07-2022. Improvements shall be in general conformance with the *Euclid Improvements Water Supply and Fire Flow Systems Report,* by BKF, dated July 23, 2020. An alternate option shown in the Report may be utilized if approved by the City. The design shall be confirmed by a fire flow/ pressure analysis, based on the proposed water tank design, confirming the water tank provides adequate storage, flow and pressure to serve the development. The design will be completed by the Applicant with review and approval by the City of East Palo Alto and Menlo Park Fire.

Water system upgrades shall be consistent with the City's Water Master Plan, the BKF report, and any Menlo Park Fire requirements.

The developer shall donate the land at 375 Donohoe Street (063-148-110, 063-148-120, 063-148-130) and water tank improvements and all accompanying equipment to the City at issuance of Certificate of Occupancy for the Project site, or later at the discretion of the Public Works Director.

105) Prior to submittal of construction drawings or application for a building permit, a solid waste collection plan shall be provided for review and approval by the Public Works Department and the Planning Division. The plan shall avoid trash collection operations obstructing the public right-of-way or sidewalk. The plan shall be provided to Recology for review and approval, prior to approval of plans or issuance of Building Permits.

106) In accordance with the Phase I Environmental Site Assessment, by WSP dated September 27, 2019, the following shall be completed prior to issuance of demolition permits:

- Asbestos shall be identified and removed in accordance with the 2014 Asbestos Operations and Maintenance Plan.
- Lead-based paint shall be identified and removed in accordance with the existing lead-based paint Operations and Maintenance Plan.

In addition, the Phase I Environmental Site Assessment notes the possible presence of PCB's on the site. Prior to issuance of demolition permits, a plan shall be prepared for the City's approval and implemented to identify and remove or otherwise mitigate PCBs on the site.

107) The Applicant shall provide a final Stormwater Management Plan, including a C.3/C.6 stormwater checklist. The Stormwater Management Plan shall include the following:

- Green Infrastructure Measures should be provided along the project frontage (bulbouts could be used for this).
- Provide MRP C.10-compliant trash capture measures onsite and along the project frontage.
- Private stormwater measures shall not be located within the public right-of-way.
- If non-LID measures are proposed to treat runoff, confirm that the project qualifies as a Special Project and that the percentage of runoff treated by non-LID measures matches the allowed non-LID credit determined in the C.3/ C.6 checklist.

108) The Applicant shall provide a hydrologic/ hydraulic analysis of the existing storm drain system and confirm if the existing system has adequate capacity to serve the development. The post-construction flows shall be calculated for a 100-year storm event. Post-construction flows shall not exceed pre-construction flows.

109) The existing 24" storm drain line in O'Connor Street and Euclid Avenue shall be upsized to a larger pipe per the City's Storm Drain Master Plan prior to Certificate of Occupancy (Schaaf & Wheeler, 2014). In addition, the existing storm drain crossing Manhattan Avenue at West Bayshore Road shall be upsized per the Master Plan.

110) TV camera inspection or other methods shall be completed to confirm the condition of the existing utility system within the limits of the project. The extent of the inspection shall be determined at the time of the improvement plan submittal. Utilities within the project limits that are in poor condition shall be replaced or rehabilitated as needed.

111) Unless otherwise approved, domestic water shall be provided to the project by a master City water meter located at the public right-of-way. Units shall be individually metered.

112) Unless otherwise approved, water for fire protection shall be provided via a private on site fire line, isolated from the City water system by a double check detector. Calculations shall be provided confirming that adequate flow/ pressure is available for on site fire hydrants and the building sprinkler system.

113) The project shall implement the recommendations of the *Woodland Park Euclid Improvements, Transportation Demand Management Plan, Transportation Action Plan,* by TDM Specialists, Inc., as approved by the City.

114) The Applicant shall work with the City to develop a pedestrian connection across Manhattan Avenue, connecting the Woodland Park Apartments to the University Circle II development, providing access to the Class I bicycle/ pedestrian trail on University Avenue and the Highway 101 Pedestrian Overcrossing. The location for the crossing shall be at the O'Connor Street intersection, and shall include enhanced measures such as bulbouts and flashing beacons.

115) Provide traffic-calming measures at the Manhattan Avenue/ West Bayshore Road intersection to be incorporated into the offsite improvement plans. Traffic-calming measures shall be based on available sight distance around the intersection and to the parking garage access south of the intersection. Confirm sight distance between southbound traffic on the street and vehicles entering or leaving the garage, or provide measures to address sight distance.

116) Provide a photometric analysis to confirm that existing and proposed lighting meets City

lighting standards.

117) Existing overhead utility lines along the project frontages, or crossing abutting streets, shall be placed underground.

118) Signing, striping, and layout for all four public streets around the property shall be in accordance with the Neighborhood Collector Street Design Criteria.

119) PARCEL MAP: A Parcel Map or Condominium Map shall be submitted for review and approval by the City and recorded with the County Recorder prior to issuance of building permits. The Map shall conform to the Subdivision Map Act and the Municipal Code, and shall show any required right-of-way or easement dedications shown on the Tentative Map. The Map shall show a Public Access Easement over the Park parcel, unless the City agrees that a License Agreement for public access is an acceptable alternative.

120) CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&Rs): A set of CC&Rs shall be submitted for review, covering maintenance responsibilities for common private improvements between Parcels 1 and 2. The CC&Rs shall be recorded prior to occupancy of the buildings.

121) Prior to grading permit issuance, the applicant shall demonstrate on grading plans that finished floors are above expected flood overflows and the garage entry is designed to prevent the entry of floodwaters. The applicant's analysis shall be based on hydraulic analysis of the creek by Valley Water provided to the applicant by the San Francisquito Creek Joint Powers Authority on June 4, 2024.

122) Prior to building permit issuance, adequate sight distance shall be provided at the garage entry onto Manhattan Avenue. Sight distance shall be approved by the Public Works Department prior to Building Permit Issuance.

STANDARD CONDITIONS

123) ENGINEERING FEES: All review and inspection fees per the City's Master Fee Schedule shall be paid prior to the issuance of any permits.

124) DEVELOPMENT IMPACT AND WATER CAPACITY FEES: All Development Impact Fees and Water Capacity Fees shall be paid consistent with East Palo Alto Municipal Code (EPAMC) Chapter 13.28, and Resolutions No. 5004 and No. 5093, and in accordance with the terms of the Development Agreement adopted by Ordinance No._____.

125) GRADING PERMIT: Prior to building permit approval, a grading permit shall be obtained from the Engineering Division with payment of fees per EPAMC 15.48. See the following link for an application.

https://www.cityofepa.org/publicworks/page/grading-permit

126) ENCROACHMENT PERMIT: The developer shall obtain an encroachment permit from the Engineering Division prior to performing any work in the public right-of-way. See the link below for an application.

https://www.cityofepa.org/publicworks/page/encroachment-permit

127) PUBLIC IMPROVEMENTS: The developer shall provide public street improvements along the project frontage where existing streets (vehicle and/or pedestrian paths) do not meet current City standards. These improvements may include sidewalk, curb and gutter,

driveway approach, curb ramp, and any right-of-way dedication. See EPAMC 15.04.040

128) CONSTRUCTION VEHICLES, EQUIPMENT, AND MATERIALS: All construction related vehicles, equipment, and materials shall be managed on-site. At no time shall such items be parked or stored in the public right-of-way without an encroachment permit or written approval by the City Engineer.

129) TRAFFIC CONTROL: Activities that require temporary closures of sidewalks, vehicle and/or bike lanes, or other public paths shall require review and approval by the Engineering Division through an encroachment permit.

130) STORMWATER DRAINAGE: The project shall not create any negative impacts to adjacent properties such as cross-lot drainage. The project shall conform with all C.3/C.6 requirements.

131) CONSTRUCTION BEST MANAGEMENT PRACTICES: This project is required to implement stormwater best management practices (BMP) as described by the San Mateo Countywide Water Pollution Prevention Program. **Stormwater Measures shall include full trash capture measures conforming to Section C.10 of the Municipal Regional Permit for Stormwater (5-mm. screens, sized for 1-year, 1-hour storm).** The following sheet in the link below shall be included in the plans.

https://www.flowstobay.org/wp-content/uploads/2020/04/Countywide-Program-BMP-Plan-Sheet-June-2014-Update.pdf

132) FENCES/WALLS: No new or existing fence and/or wall shall be permitted outside of the property boundary lines. No new or existing concrete (or similar) wall and/or fence is permitted where there is a public easement. The removal of such existing structures shall be required prior to the issuance of any permits.

133) WATER METER: This project shall use one public water meter provided by the City's water operator. Any additional water meters shall be purchased by the developer, maintained privately, and stored onsite.

134) TRAFFIC CONTROL PLAN: Submit a traffic control plan with the off-site improvement plans for review and approval. The traffic control plan shall include a summary of the traffic control types, dates, times and blocks affected. All construction related materials, equipment, and construction workers parking need to be stored on-site and the public streets need to be kept free and clear of construction debris.

Police Department:

135) The Applicant shall submit a security plan for the project to the Police Department for review andcomment prior to Certificate of Occupancy. Reasons for review include, but are not limited to the following:
   a) Excessive and/or unexplainable increase in calls for service
   b) Excessive and/or preventable crimescommitted at the residence and/or commercial space.
   c) Numerous complaints of a valid nature

136) Addressing:
   a. When there are multiple structures, an address monument and complex maps should be erected which incorporates an elevated view of the complex buildings and addresses. It would be illuminated during the hours of darkness and positioned to be readily readable from main vehicular or pedestrian access points.

b. Each individual building and unit should be clearly marked with the appropriate building number and address and should be positioned to be easily viewed from vehicular and pedestrian pathways throughout the complex. Main building numbers should be a minimum height of 12”

137) Lighting: Adequate lighting of parking lots and associated car ports, driveways, circulation areas, aisles, passageways, recesses and grounds contiguous to buildings should have enough lighting with sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness and to provide a safe and secure environment for all persons, property and vehicles on site.

138) Signage: The Applicant shall:

a) Post “No trespassing/Loitering” signs at entrances of parking lots and other appropriate places. Signs should be at least 2’by1’ in overall size, with white background and black 2” lettering. Section 9.08.010 of the East Palo Alto Municipal Code should be included as a reference on the no loitering signs.

b) Post signs at all entrances to the parking area pursuant to section 22658(a) of the California Vehicle Code to assist management with removal of unwanted vehicles per the parking manager’s request.

139) Parking Structure and Mechanical Parking System: The Applicant shall include the following in building permit plans:

a) The interior structure be painted a light, highly reflective color.

b) Metal halide or other bright white light sources shall be utilized. No dark areas should exist inside the structure.

c) All storage, maintenance, and trash rooms within the parking garage shall have doors which cannot be locked from the inside, and that close and lock quickly and automatically upon exit.

d) Alcoves and other visual obstructions that mightconstitute a hiding place shall be eliminated whenever structurally possible. Pillars, columns, and other open construction should be utilized over a solid wall design.

e) Whenever possible, stairwells shall be of open design. When, by necessity, a stairwell is enclosed, convex mirrors should be placed at each stairwell landing, and the stairwell doors should employ as much transparent material as fire code allows.

f) Convex mirrors shall be placed inside elevator cabs.

g) Access control shall be utilized for vehicular and pedestrian traffic.

h) A clearly marked, hands free emergency phone or panic alarm shall be placed centrally in the structure.

i) No trespassing/loitering signs shall be placed at all entrances and other appropriate locations.

j) Panic button call boxes shall be integrated with a video surveillance system.

k) License Plate Readers should be installed at the entrance and exit of parking structures.

140) Line of Sight/Natural Surveillance:

a. If they exist, common use facility rooms such as conference, laundry, TV rooms, etc. should have doors that contain transparent material for surveillance. Designing a window contiguous to the door would serve the same purpose. Designing doors to these types of rooms so that they can be locked open during hours of use is another recommendation.

b. Wide angled peepholes should be incorporated into all dwelling front doors and to all solid doors where visual scrutiny to the door from public or private space is compromised.
c. Stairwells and elevator lobbies should be of open design whenever structurally possible.
d. It is highly recommended to have the elevator shaft and can be transparent, making occupants of the cab visible from the outside.
e. Convex mirrors should be installed in elevator cabs and at stairwell landings.
f. Trash enclosures should not hinder needed surveillance.
g. Other line of sight obstructions including recessed doorways, alcoves, etc. should be avoided on building exterior walls and interior hallways.

141) Fencing/Access Control:
   a. Access control should be implemented to the parking structure. Adequate pedestrian and vehicular access control to the development can mitigate many potentially problematic safety issues about surveillance and unwanted entry. It can also help alleviate the need for full-time security in larger developments, notwithstanding factors such as, site location, projected growth contiguous to the development, prior crimes in the area, etc. a slightly recessed access control gate should be utilized at all parking garage openings. It can be recessed enough so the development will not take on the appearance of a “fortress” but not so far away from the opening that a possible entrapment/ambush area is created. To further enhance safety a digital keypad entry system is recommended for apartment residence access, (over keycards, scanners, etc). This type of entry provides quick and unhampered emergency personnel access to the interior of the development in the event of a critical incident or medical emergency. This is because emergency personnel in route to an event can confidentially access the entry code via a mobile computer.
   b. When applicable, perimeter fencing of open design, such as wrought iron, tubular steel, or densely meshed and heavy-posted chain link, should be installed to establish territoriality and defensible space, while maintaining natural surveillance.

142) Building:
   a) Stairs shall be well lit with open handrails to allow visibility and prevent hiding spaces.
   b) Risers shall be enclosed along with the area under the stairs should be enclosed and inaccessible for any use.
   c) It is advisable to have surveillance equipment for enclosed stairwells and motion detection at main access points.

143) Landscaping:
   a) Landscaping shall be well maintained and trimmed so that natural surveillance is not hindered.
   b) Shrubs shall be kept less than three feet in height and trees should be pruned to a height of 10 feet, consistent with the approved Landscape Plan.
   c) Walkways shall be direct, follow natural pathways and avoid blind corners.
   d) The walkways and access points to the open space shall be illuminated and visible.
   e) Landscaping should be situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along the fence and property lines and under vulnerable windows.

144) Roof Top:
   a) One of the following shall be utilized on all skylights: Rated burglar-resistant glass or

acrylic material orIron bars of at least one half-inch diameter, or flat steel bars of at least one quarter-inch width, spaced no more than five inches apart under the skylight and securely fastened, or grill of at least one eighth-inch steeland two-inch mesh

b) All hatchway openings on the roof of any building should be secured as follows: If the hatchway is wooden, it should be covered on the outside with at least 16 gage sheet steel or its equivalent, attached in a manner making removal difficult. The hatchway shall be secured from the insidewith a slide bar or slide bolts. Only a crossbar or padlock provided by the fire marshal shall be used. Outside pin-type hinges on all hatchway openings shall have non-removable pins.

c) Exterior rooftop ladders should be eliminated or incorporated into the interior design.

d) All air duct or vent openingsexceeding 8" by 12" on the rooftop or exterior walls of any building shall be secured by means of:
    - Iron bars of at least one half-inch diameter, of flat steel bars of at least one quarter-inch width, spaced nomore than five inches and securely fastened,
    - Grill of at least one eighth-inch steel and two-inch mesh,
    - If the barrier is on the outside, it shall be secured with galvanized rounded-head, flush bolts of at least 3/8" diameter.

Menlo Park Fire Protection District

145) Project will comply with current minimum CA State adopted Fire and Building Codes and local Ordinances at time of plan submittal.

Prior to Building Permit Issuance:

146) **Water supply:** Applicant to provide fire flow information through a separate engineering analysis modeling report with plan sheets illustrating its design, this design shall include piping size serving each public hydrant, private fire hydrant (if applicable), and fire service main to each building supplying its fire suppression system. This document shall be submitted to Menlo Park Fire Protection District for review and approval, CFC 2022, Sec. 507.5.1 Appendix B Section 105.2 & Table 105.1:

    a. Provide a complete fire flow analysis report that supports the corresponding Civil Utility sheet, if the proposed design for the underground mains conflict with the approved fire flow analysis report changes to the Civil Utility Sheets would then be required.

    b. Minimum Flow per Hydrant/Required Fire Flow – The required fire flow is based on the 2022 edition CFC Appendix B. As amended by MPFD

    c. Number of Hydrants - The number of hydrants is based on use/occupancy type, required fire flow, distance and access considerations. See CFC Appendix C

    d. Provide waterflow information for existing public fire hydrants located on Euclid Ave/W. Bayshore Rd/Manhattan Ave O'Connor St/ O'Keefe St. fronting subject properties. This document shall be retrieved from the water purveyor for these addresses.

147) **Fire Flow:**

    a. Fire Flow for building A is as follows: 0.246 (922.5) + 0.753 (3,765) = 4,627.5 gpm /

2 = 2,336.25 gpm @ a flow duration of 2 hours.

b. Fire Flow for building B is as follows: 0.435 (2,610) + 0.564 (3,384) = 5,994 gpm / 2 = 2,997gpm @ a flow duration of 3 hours.

c. When calculating the required fire flow for the buildings suppression systems increased designed densities will be required for car stacker system. Make sure your Fire Protection Engineer is aware of this detail since this will increase your fire flow requirements.

148) **Fire Apparatus Access:** Fire Apparatus Access for building A is to be provided along Euclid Ave, O'Keefe St, and the driveway accessing the parking levels. These access routes shall meet requirements for public access for covered and open parking. Fire Apparatus Access for building B is to be located along W. Bayshore, Manhattan Ave, O'Connor St, and Euclid Ave. These access routes shall meet requirements for public access for covered and open parking Aerial Ladder Access for building A is to be positioned along the entire frontage on Euclid Ave, where overhead electrical wiring shall not be located, the aerial ladder placement shall meet the prescriptive distance requirements outlined in CFC Appendix D105 (2022 edition). Aerial Ladder Access for building B is to be positioned along the entire frontage on Manhattan Ave and W. Bayshore Ave. where overhead electrical wiring shall not be located, the aerial ladder placement shall meet the prescriptive distance requirements outlined in CFC Appendix D105 (2022 edition). The following are general access requirements that apply to subject project:

a. Fire apparatus roadways, including public and private streets, shall be capable of supporting the imposed weight of a 75,000 pound (34,050 kg) fire apparatus and shall be provided with an all-weather driving surface. Only paved or concrete surfaces are considered to be all weather driving surfaces. CFC Appendix D (2022 edition).

b. NOTE ON FIELD PLAN: Fire apparatus roadways, including public or private streets or roads used for vehicle access shall be installed and in service prior to construction. Fire protection water serving all hydrants shall be provided as soon as combustible material arrives on the site:

    - PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON THE SITE, CONTACT THE MENLO PARK FIRE PROTECTION DISTRICT TO SCHEDULE AN INSPECTION OF ROADWAYS AND FIRE HYDRANTS.

c. For buildings 30 feet (9144 mm) and over in height (plan illustrates buildings at 8 levels, above fire department access, the required fire apparatus access private roadway shall be a minimum of 26 feet (7925 mm) in width, and each building shall be required to have aerial ladder access parallel to at least one entire side of each building (Refer to charging requirement listed above for buildings A & B for those roadways that MPFD has designated as Aerial Ladder Truck Access points), and the fire lane shall be located within a minimum of 15-feet (4572 mm) and a maximum of 30-feet (9144 mm) from the building. CFC Appendix D105 (2022 edition):

    - It appears Euclid Ave (building A), and Manhattan Ave / W Bayshore Rd (building B), public street detailed on Sheet C6.0 show frontage to the new buildings that do not meet the prescriptive requirements noted above. The Aerial Ladder truck must be positioned within the 15-feet to 30 feet setback distance along the entire frontage for Euclid Ave, and for building A along the entire frontage for W. Bayshore / Manhattan Ave for building B. This issue shall be addressed resulting in adjusting the distance from the

building face to the fire lane to meet the charging condition. Make necessary corrections on Sheet C6.0

- Parallel parking stalls illustrated on Sheets G-200, A101, C2.0, C3.0, C4.0, C5.0 & C6.0 fronting building B at Manhattan Ave, W. Bayshore Rd, and building A at Euclid Ave shall be removed due to aerial ladder truck requirements. Make necessary correction to noted plan sheets.
- Fire District staging areas to be located along the entire public roadway fronting each building, provide details illustrating Aerial Ladder Truck Minimum and Maximum climbing angles, plan design shall meet minimum and maximum distance requirements if a climbing angle is less than 50 degrees the roadway shall be adjusted to comply to the charging condition listed above. Note Aerial Ladder requires minimum 4' setback on each side of the ladder truck to allow for outriggers placement. Make necessary correction on sheets A6.0 & G-200

Note – Aerial Ladder Access provides Fire District personnel to access buildings along a designated access frontage, the provided plans illustrate a specific access points near proposed fire hydrants however the placement of a aerial ladder will be positioned based on the operational needs for a given emergency, and is based on this that MPFD is requiring the entire frontage along those listed roadways. You may contact MPFD to receive assistance for aerial ladder truck placement.

Prior to Certificate of Occupancy:

149) Public hydrants shall be required at a minimum 300 foot spacing, which will require new fire hydrants installed on all public street (Euclid Ave, O'Connor St, Manhattan Ave, W Bayshore Rd, & O'Keefe St). Be advised fire hydrant minimum spacing is 300 feet but based on the fire flow requirements that spacing may be reduced to less than 300-foot distance. All hydrants to comply to the following:

a. All fire hydrants shall be wet barrel standard steamer type with 2-4 1/2" (114.3 mm) and 2-2 1/2" (63.5 mm) outlets. MPFPD CFC Sec. 507.5.1 Appendix C:
    - All existing fire hydrants located within 300-foot distance to any new building shall be required to be up grated to charging condition above.

b. Public Fire hydrant shall be positioned within 50 feet from Fire Department Connection (FDC).

City of East Palo Alto

Woodland Park Euclid Improvements Project

CEQA Addendum

Addendum to EIR SCH No. 2020040270

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June 2024

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Appendices

Appendix A: Woodland Park Euclid Improvements Project – Supplemental Air Quality and Health Risk Assessment
Appendix B: Certified EIR for the Woodland Park Euclid Improvements Project

- Draft EIR: https://www.cityofepa.org/sites/default/files/fileattachments/planning/project/23564/woodland_park_euclid_improvements_deir_june_2021.pdf
- Final EIR: https://www.cityofepa.org/sites/default/files/fileattachments/planning/project/23561/euclid_feir_mmrp.pdf

Appendix C: Applicant's Revised Plan Set, June 2024 (available at: https://www.cityofepa.org/sites/default/files/fileattachments/planning/project/23561/3_architectural_plans.pdf)

Introduction

Lead Agency

The City of East Palo Alto (City) has assumed the lead agency role under the California Environmental Quality Act (CEQA) and is responsible for preparing this environmental review document (EIR Addendum) for the proposed revisions to the Woodland Park Euclid Improvements project.

This document has been prepared in conformance with CEQA (California Public Resources Code ["PRC"] §21000 et seq.), the State CEQA Guidelines (California Code of Regulations [CCR], Title 14, §15000 et seq. ("CEQA Guidelines"), and the rules, regulations, and procedures for the implementation of CEQA.

CEQA requires all public agencies to consider the environmental consequences of projects for which they have discretionary authority. For the purposes of CEQA, the term "project" refers to the whole of an action, which has the potential for resulting in a direct physical change or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15378[a]).

Statutory Requirements

CEQA Guidelines Section 15162 provides that when and EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, based on substantial evidence, that:

- Substantial changes are proposed in the project that would require major revisions to the prior EIR due to new significant environmental effects;
- Substantial changes have occurred with respect to the circumstances associated with the project that would cause major revisions to the EIR due to new significant environmental effects; or
- New information of substantial importance which was not known and could not have been known at the time the previous EIR was certified show that the project would have more significant effects, more severe effects or require substantially different mitigation measures.

Guidelines Section 15164 provides that an addendum to an EIR can be prepared "if some changes or additions are necessary" to an EIR, but none of the conditions in Section 15162 are triggered. An addendum is appropriate when only minor technical changes or additions are necessary (15164(b)). An addendum should include "a brief explanation . . . supported by substantial evidence" of why a subsequent EIR was not deemed necessary. There is no required form for an addendum, and an addendum need not be circulated for public review.

Prior Analysis and Previous Approvals

The City of East Palo Alto prepared and circulated a Draft EIR for the Woodland Park Euclid Improvements (Euclid Improvements) project in June 2021 (see **Appendix A**). That document (SCH #2014092027) analyzed the potential environmental impacts of a development proposal for 605 housing units (444 net increase in units over existing conditions), three buildings around a central internal parking structure, and building heights up to 13 stories. Following a thorough community outreach and city review process, the Final EIR was certified, and the proposal was approved by the City Council in November 2022. Specific approvals and entitlements included:

- General Plan Amendment
- Zoning and Development Code Change (Neighborhood Center Residential Zoning Overlay)
- Conditional Use Permit
- Design Review Permit
- Tentative Parcel Map
- EIR Certification
- Development Agreement

CEQA Analysis in this Document

The City of East Palo Alto has determined that an Addendum to the previously certified EIR is the appropriate level of CEQA review for revisions to the Euclid Improvements project. This Addendum has been prepared pursuant to CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15164. The City has prepared a comparative analysis of the previously identified environmental impacts and associated mitigation measures to assess if the prior environmental documentation and findings are adequate and whether any further environmental review or documentation is required for the proposed revisions to the approved development program.

Project Description/Summary of Project Revisions

The project site is located on the west side of East Palo Alto, within the boundaries of the Westside Area Plan. The project area is located on both sides of Euclid Avenue, bounded by O'Connor Street, Manhattan Avenue, W. Bayshore Road and E. O'Keefe Street. An off-site improvement/community benefit - a 1.5 million gallon water storage tank – is proposed at 375 Donohoe Street.

From 2023 through early 2024, the applicant prepared revisions to the approved project design for review and consideration by the City. The proposed revisions were driven by evolving tenant preferences, as well as financial considerations such as rising construction costs and interest rates.

Compared to the project as approved, the most significant revisions focus on a reduction in overall scale and changes to maximum building heights. The revised design is located on the same grouping of parcels (totaling 3.92 acres) and has the same project boundaries but will result in

fewer units and more uniform building heights for the two residential buildings. Specifically, the proposed revisions include:

- A reduction in maximum building heights from 13 stories to 8 stories and redistribution of building heights. Whereas the approved project design consisted of three buildings (two connected but architecturally distinct buildings wrapping a central parking structure east of Euclid Avenue, and a separate building west of Euclid Avenue), the revised design consists of two buildings of more uniform height on either side of Euclid. The tallest "East Buildings" of the approved project – now identified as "Building B" - is reduced from 13 stories to 8 stories, and the "West Building" - now identified as "Building A" - is increased from 5 stories to 8 stories. See attached Site Plan.
- A reduction in total units from 605 to 550, with a higher percentage of 1-bedroom units (and a reduction in the mix of studio units). This revised mix results in a larger average unit size.
- Both buildings on either side of Euclid Avenue will contain off-street/on-site parking, instead of just the large parking structure in the original "East Building". A total of 570 parking stalls will now be provided, which represents the same parking ratio as the prior approval. Building A will include mechanical stacked parking.
- On-street parking will increase from 52 to 72 stalls.
- Building construction type (I-A and III-A) would be simplified with the lower building height.
- A reduction in overall subsurface excavation and off haul of material.
- Incorporation of additional amenities including a swimming pool and wellness area on the third level and rooftop open spaces on both buildings as common open space.
- Removal of 22 additional trees, with replanting of additional trees per City requirements.
- Site grading for underground parking would nearly balance, with 3,600 cubic yards (cy) of cut material and 3,800 cy of fill material.
- Increase in water tank height from 32 to 36 feet, with a reduced setback on Donohoe Street from 16 feet to 14 feet to accommodate the tank.

The applicant is not proposing any changes to the Relocation Plan or other commitments that may be included in the project's Development Agreement. This Addendum only focuses on those aspects of the project that could affect the physical environment.

The following tables quantify and compare several of these revisions:

Table 1: Zoning Standards Comparison

Development Standard	**NCO Zoning**	**Approved Project (November 2022)**	**Revised Project (June 2024)**
Maximum Density	175 du/acre	155 du/acre	141 du/ac
Height	13 stories/140 feet	13 stories/84-120 feet to roof/135 feet to parapet	8 stories/85 feet to roof/94 feet to parapet

Development Standard	NCO Zoning	Approved Project (November 2022)	Revised Project (June 2024)
Open Space	100 sf/unit	100 sf/unit	103 sf/unit
Setbacks			
Front	5 feet	9-12 feet	5 feet
Side/Street Side	5 feet	10-85 feet	5-135 feet
Rear	10 feet	10-20 feet	10-72 feet
Corner vision triangle	12 feet	12 feet	12 feet
Total Lot Coverage	70%	57%	63%

Table 2: Unit Mix Comparison

Type	Existing Buildings*	Mix	2022 Approved Project	Mix	Revised Project	Mix	Avg. Area
Studio	53	33%	228	38%	21**	4%	495 sf
1 BR	102	64%	197	33%	343	62%	688 sf
2BR	4	2%	178	29%	184	33%	977 sf
3-4 BR	2	<1%	2	<1%	2	<1%	1,298 sf
Total	**161**		**605**		**550**		

*There are 160 current rent-stabilized units and one 2BR single-family rental (non-RSO)
**32 existing studios will be replaced by 1 BR units

Table 3: Parking Comparison

Stalls	Existing	2022 Approved	Revised	
			Building A	Building B
Off-Street	155	625	136	434
On-Street	52	52	72	

Approved Parking Ratio = 1.03 spaces/unit
Revised Parking Ratio = 1.03 spaces/unit



Source: David Baker Architects, 2024

Woodland Park Euclid Improvements Site Plan

CEQA Addendum

Not to scale

Kimley»Horn

Expect More. Experience Bette

For perspective and comparison, bird's eye views of both the approved project and revised project are show below. Note the relative changes in building heights and revised project rooftop plans showing the open courtyard space above the internal parking structure.



2022 Approved Project



Revised Project

The revised project plan set as provided from the applicant are included under separate cover as **Appendix B**.

Comparative Environmental Analysis

The discussion below analyzes the potential environmental impacts of the revised project per the criteria as described in Public Resources Code Section 21166 and CEQA Guidelines Section 15162. This analysis follows the same chapter-by-chapter order as the Draft EIR. The analysis identifies the relative changes in potential environmental effects that could occur with construction and operation of the project as revised compared to the conclusions in the certified EIR. This includes identification of predicted changes in the degree of impact. Quantitative information is provided where warranted; however, several conclusions are drawn from qualitative assessment and reasoning.

This analysis notes if prior mitigation measures remain applicable, if prior mitigation has been satisfied and/or is no longer applicable, or if new or substitute mitigation measures are required based on the revisions.

Aesthetics

Summary of Original Impacts and Mitigation Measures

The certified Euclid Improvements EIR concluded that changes to the visual character of the neighborhood as seen from public viewpoints, while obviously different, would be less than significant and not adverse. No mitigation was necessary based on this CEQA threshold.

The EIR did conclude, however, that the project would conflict with existing zoning standards (that govern scenic quality) and would be significant and unavoidable. Specifically, the effects of shade and shadow were identified as a secondary effect of these zoning changes, that would result in longer periods of shadow on adjacent residential areas.

Mitigation Measures MM AES-2.1 and AES-2.2, requiring construction screening and water tank screening, were included to address construction effects and to soften the appearance of the water tank. While the measures would fully mitigate those two specific issues, the broader impact of zoning conflicts remained unavoidable.

Finally, the certified EIR also found that there could be an impact from increased glare. Mitigation Measure AES-3.1 was adopted to ensure that anti-reflective glazing would be used to reduce the effects of both glare and bird-strike. This measure also remains applicable to the project as revised.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The temporary construction effects and visibility of the water tank would remain similar, and the two mitigation measures would still apply. While the water tank design is now four feet taller

(and two feet closer to the street), the overall massing of the structure and its visual appearance within the neighborhood would not be significantly different than documented in the certified EIR. The additional height would not trigger additional CEQA thresholds or result in a new or substantially greater impact. For the mixed-use/residential component of the project, visual changes in neighborhood character would also be similar with the level of intensity and redistribution of intensification proposed by the project revisions.

Regarding building heights and associated shadow, the East Building (Building B) would be reduced from 135 feet to 94 feet to parapet, while the West Building (Building A) would be taller, expanding from 55 feet to 94 feet to parapet. As building heights were directly related to the secondary effects of shade and shadow, a shadow analysis was prepared based on the revisions. Based on the angle of the sun, the morning shadows are most important. Evening shadows extend toward the freeway, away from residential uses.

The original and revised project images of the summer and winter shadow patterns are shown below. In the summer, the taller height of the revised West Building (Building A) results in more shadow on the residential apartment building immediately adjacent to the west. However, with the reduction in height on the East Building (Building B), there is less shadow at the northwestern corner of Donohoe Street and Euclid Avenue. In the winter the shadows are longer with more shadow created by the West Building (Building A) extending further across Donohoe Street.

Regardless of these changes in shadow pattern, the conclusions of the EIR remain the same, as impacts were determined to be significant and unavoidable. While there is more summer morning shadow created by the revised project on the residential building immediately to the west, this existing building would experience increased shadow from both designs.



Summer (June 21) - 8:30 AM

Summer Morning Shadow - Approved Project



Summer (June 21st) - 8:30am

Summer Morning Shadow - Revised Project



Winter (December 21) - 8:30 AM

Winter Morning Shadow - Approved Project



Winter (December 21st) - 8:30am

Winter Morning Shadow - Revised Project

Air Quality

Summary of Original Impacts and Mitigation Measures

The certified Euclid Improvements EIR determined that the project would not conflict with the applicable air quality plan and would not result in a cumulatively considerable net increase in any criteria pollutant for which the region is in non-attainment. These effects were less than significant, and a standard BAAQMD construction-related condition of approval for dust and particulates was applied. No impacts associated with odor were identified.

The EIR did identify that the project could expose sensitive receptors to substantial pollutant concentrations associated with diesel emissions from construction equipment. Standard Condition of Approval SC AQ-3.1 and Mitigation Measure AQ-3.1 were adopted to require high efficiency ventilation systems for the new units due to freeway proximity, and lower emission (Tier 4) engines for construction equipment.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The revised project's air quality impacts would be slightly reduced during construction and operation but will be required to comply with the identified standard conditions and mitigation measures. Emissions would be reduced because the revisions would result in 55 fewer units and less excavation. These modifications translate to fewer mobile source emissions and particulates during construction.

No new thresholds would be exceeded, and no additional mitigation is required.

Biological Resources

Summary of Original Impacts and Mitigation Measures

The certified EIR found that the project's tree removal could interfere with the movement of native resident or migratory (avian) wildlife. Mitigation measure MM BIO-1.1 (preconstruction bird surveys) was adopted to ensure that such effects were avoided. All other biological effects were found to be less than significant due to the urban environment of the site.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. While the revisions would require the removal of 22 additional protected trees, the project is required to comply with the city's tree ordinance regarding tree replacement. MM BIO-1.1 would also remain applicable. However, no additional thresholds would be exceeded, and no further mitigation is required.

Cultural and Tribal Cultural Resources

Summary of Original Impacts and Mitigation Measures

The certified EIR identified the potential to inadvertently discover archaeological or tribal cultural resources during construction. Mitigation measures CR-2.1 and CR-2.2 were adopted as standard measures and protocols for the sensitive treatment of any such resources, and Native American tribal representative notification if such resources or human remains are found.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The potential for discovery or archaeological or tribal cultural resources remains the same with the revised project because the area of disturbance is the same. The mitigation measures remain applicable and no further or different mitigation would be required.

Energy

Summary of Original Impacts and Mitigation Measures

No significant impacts were identified related to the project's energy use, efficiency or consumption, and therefore no mitigation was required.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. Energy required for construction would be comparable to the approved project. Operationally, with 55 fewer units, the project would be expected to consume less energy from both mobile and stationary sources. In addition, similar to the approved project, the project revisions also include rooftop solar arrays that will generate power to further offset energy consumption of the project. Minor features such as the addition of stacked parking lifts and the swimming pool may consume a small amount of additional energy, but not to the degree that it would offset the energy savings from the reduction in units. No different or additional mitigation would be required.

Geology and Soils

Summary of Original Impacts and Mitigation Measures

The certified EIR found that impacts related to fault rupture, seismic shaking, landsliding and erosion would all be less than significant with conformance with existing building codes and regulations. Recognizing that the bay mud soils are susceptible to subsidence, liquefaction and expansion, mitigation measure MM GEO-5.1 requires a final, construction-level geotechnical evaluation to be prepared and submitted to the city for approval. This is a standard requirement that is reinforced by the mitigation measure.

This section of the EIR also addresses paleontological (fossil) resources. Recognizing that project construction could also inadvertently encounter these resources, mitigation measure MM GEO-6.1 was adopted to protect such resources should they are encountered.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The project as revised would require a similar level of geotechnical evaluation and paleontological resource protection as the approved project, as the construction footprint and methods are similar. With less excavation required for underground parking, the potential for encountering paleontological resources would be correspondingly lower. However, no different or additional mitigation is required.

Greenhouse Gas Emissions

Summary of Original Impacts and Mitigation Measures

Based on modeling data, the certified EIR concluded that the approved project could generate greenhouse gas emissions excess of adopted BAAQMD thresholds. Mitigation measure GHG-1.1 required that a Transportation Demand Management (TDM) Plan be prepared and implemented in order to reduce GHG emissions to acceptable levels.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. While the reduction in units would have a beneficial effect and result in lower GHG emissions compared to the approved project, the revised project remains primarily residential and GHG emission may continue to exceed thresholds. A TDM plan is a reasonable measure to promote alternative modes of transportation, reduce vehicle trips and reduce GHG emissions. No different or additional mitigation is required.

Hazards and Hazardous Materials

Summary of Original Impacts and Mitigation Measures

The certified EIR concluded that the approved project has the potential to create a hazard to the public or the environment through routine transport, use or disposal of hazardous materials, primarily asbestos, lead paint and PCBs. Mitigation measures MM HAZ-1.1 and HAZ-1.2 required implementation of an Asbestos Operation and Management Plan and Lead Based Paint and PCB Operation and Management Plan. These plans have already been prepared, and the measure simply reinforced their implementation and conformance with existing regulations regarding the handling of these materials.

All other impacts related to contamination, airport hazards or emergency response plans were found to be less than significant based on CEQA thresholds.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. This impact and resulting mitigation are a direct result of demolition and disposal of existing buildings. The revised project would still require demolition throughout the site, and the mitigation measures remain applicable. The addition of a swimming pool to the project may

require the onsite storage of pool chemicals and related equipment. However, the quantities and use of such chemicals would not be significantly different or more hazardous than those commonly used for pools in public, private and educational settings. The project will be required to conform to all current and applicable laws and regulations governing the use, removal and disposal of these substances. No additional mitigation is required.

Hydrology and Water Quality

Summary of Original Impacts and Mitigation Measures

Given the urban location of the project site and robust regulatory environment regarding the management of surface and groundwater in the Bay Area, all potential impacts related to hydrology and water quality were found to be less than significant. No CEQA thresholds would be exceeded with implementation of all required water quality control measures at the local, regional and State level. No mitigation measures were required.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The project is required to meet all requirements for stormwater retention and treatment. These requirements remain in place regardless of the revisions and variations in the stormwater control plans and/or impervious surface quantities. No new or additional mitigation is required.

Land Use, Population and Housing

Summary of Original Impacts and Mitigation Measures

The certified EIR concluded that no CEQA thresholds would be exceeded with respect to land use policy consistency, population growth, or the temporary relocation of residents. The project was found to be consistent with the goals and vision of the Westside Area Plan, and the project includes a relocation strategy and right to return program to ensure that residents are not adversely displaced.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The project revisions result in 55 fewer housing units, but otherwise the development program is similar to the approved project in terms of land use policy. All programs to accommodate existing tenants by providing right of return units remain in effect. No new or additional mitigation would be required.

Noise and Vibration

Summary of Original Impacts and Mitigation Measures

The certified EIR identified construction as a source of noise that could generate a substantial temporary increase in ambient noise levels in the vicinity of the project that would exceed city standards. Long term, operational noise was determined to be less than significant. Mitigation Measure MM N-1.1 was adopted to limit construction hours, to require the contractor to

maintain equipment to reduce noise, and other standard measures to reduce this temporary noise source. With mitigation, impacts would be reduced to a less than significant level based on City and CEQA standards. Vibration from construction was found to be less than significant.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The revised project would require a similar construction schedule and use similar equipment for project construction. In terms of operation, some project modification could result in minor changes to the noise environment compared to the approved project. For example, with on-site stacked parking now located in Building A, cars would now be entering the internal parking area via O'Keefe Street, which would generate some parking area noise from cars and car doors, as well as mechanical equipment from the stack lifts. The parking garage area along the west elevation would face an existing, adjacent apartment complex.

While the noise environment may be slightly different with the revisions, the changes would not be significant for several reasons. First, this feature of the design is recessed into the building by approximately 30 feet and the limited residential traffic and parking patterns would not be expected to exceed noise thresholds at that adjacent property. Residential parking and use of the loading zone would be specific to the project residents, infrequent and short-term. The project would not require the operations of heavy-duty trucks.

Second, the noise generated from car stacking equipment would be short-term and infrequent. Mechanical parking equipment does not generate excessive levels of noise (61 dBA Leq at 1 meter)[1]. Furthermore, with distance attenuation and location of the equipment internal to the building, noise levels generated would remain below residential thresholds at nearby property lines.

The equipment would generate noise for a few minutes when it is operational and would not be a constant stationary noise source affecting the nearby property. System operations could continue for longer periods during typical weekday peak commute periods in the morning and evening. However, the City of East Palo Alto's general plan uses CNEL (24-hour weighted) standards to address noise. Since the operation of the equipment would typically be short duration on an as-needed basis, the weighted 24-hour noise generated by the project would not significantly change from the original analysis.

Based on these circumstances and expert review[2], no new or additional noise mitigation is required.

[1] https://planning.lacity.gov/staffrpt/mnd/Pub_040617/ENV-2016-2458-F.pdf
https://www.autostacker.com/parking-lifts/a6s/

[2] Tanay Pradhan and Noemi Wyss, Environmental Noise and Technical Analysts, Kimley-Horn

Public Services

Summary of Original Impacts and Mitigation Measures

The certified EIR analyzed the project's effects on essential public services and concluded that, despite the project increase in housing units in population, physical effects related to police and fire service/response, parks and recreation facilities, public schools and libraries would be less than significant. This is primarily because the project is required to pay impact fees to offset the additional demand, consistent with state law and local fee programs.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The project as revised would result in 55 fewer housing units and associated population, and therefore would have an incrementally reduced demand for public services. The lowering of building heights from 13 stories to a maximum of 8 stories also presents fewer challenges for the fire protection aerial apparatus access. The revised project includes a public park of the same size and with the same programming components as the original project and includes private and common open space and amenities for residents. No new thresholds would be triggered, and no new or additional mitigation would be required.

Transportation and Circulation

Summary of Original Impacts and Mitigation Measures

The certified EIR found that the project would not conflict or be inconsistent with adopted Vehicle Miles Traveled (VMT) policies, plans or programs per CEQA Guidelines section 15064.3. However, based on the location of the parking structure entrance, mitigation measure MM TRA-2.1 (traffic calming measures) was adopted to reduce traffic speeds near that location for safety purposes.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. The project as revised locates the parking garage entrance further south (toward O'Connor Street), and away from the bend in the roadway as Manhattan Avenue transitions to West Bayshore Road. This location improves the line of sight for the entrance for drivers along Manhattan Avenue. With the revisions, on-site parking will now be available within Building A, with a parking entrance on O'Keefe Street. MM TRA-2.1 would continue to apply to dictate the necessity and location of traffic calming measures.

Utilities and Service Systems

Summary of Original Impacts and Mitigation Measures

The certified EIR acknowledged that the construction of new and expanded utilities and service systems could have significant physical environmental effects and cited a number of mitigation measures (related to aesthetics, air quality, GHG emissions, noise and hazardous materials) that would address that construction-related effects. Sufficient water supply and effects from the generation of additional solid waste were found to be less than significant.

However, the EIR also found that the project's additional wastewater flows would exacerbate existing constraints within the EPASD sewer system. Mitigation measure UTIL-3.1 (fair share funding of project improvements) was adopted to require the project to either fund its fair share of sewer system improvements, build physical improvements, or a combination of both proportionate to its impact and increase in demand. Despite this mitigation measure, the EIR found that the project's impact would be significant and unavoidable until such time that capacity can be shown to be available to serve the project.

Would the Project Revisions Result in Significant Changes to the Analysis or the EIR's Conclusions?

No. Despite the reduction of 55 units in the project as revised, this reduction would not alleviate the predicted impact on sewer capacity. The impact and mitigation would remain the same even though sewer flows would be incrementally reduced. Regarding water use, the addition of the swimming pool could require approximately 30,000-50,000 gallons depending on final size and depth. Swimming pools are not emptied and refilled frequently. This volume of water, compared to the overall use of water for the residential project, would be insignificant in terms of overall water supply.

Findings

The discussions below show the relationship between the comparative analysis of the potential environmental impacts of the project revisions, and the criteria as described in Public Resources Code Section 21166 and CEQA Guidelines Sections 15162.

No Subsequent Review is Required per CEQA Section 21166 and Guidelines Sections 15162

CEQA Section 21166 and Guidelines Section 15162 identify the conditions requiring subsequent environmental review. After a review of these conditions, the City has determined that no subsequent EIR is required for this project. This is based on the following findings:

a) ***Are there substantial changes to the Project involving new or more severe significant impacts that would require major revisions to the prior EIR?***

No. As identified in the comparative analysis, the project as revised serves to reduce the overall number of residential units within the same project area and redistribute the building heights between the two buildings. While these changes would alter the morning shadow pattern to the west/northwest, this secondary effect was found to be significant and unavoidable. The revised project heights would not change this conclusion or the significance of the impact. This Addendum demonstrates that the project as revised would not result in more severe impacts compared to the impacts as disclosed in the certified EIR. No revisions to the EIR are necessary based on the proposed revisions.

b) ***Are there substantial changes in the conditions which the Project is undertaken involving new or more severe significant impacts?***

No. There are no substantial changes that have occurred in the local policy or regulatory environment since the project was approved. The project as revised will not significantly alter the amount or direction of new housing planned in the Westside of the City compared to the analysis and assumptions in the previously certified EIR.

Furthermore, physical environmental conditions in the vicinity of the project and City of East Palo Alto have not substantially changed since certification of prior EIR in 2022. The existing neighborhood and surrounding development pattern have remained relatively unchanged. There are no new physical changes to local conditions that would present a new or more sensitive environmental condition, and as such the project as revised would not result in new or more severe environmental impacts.

c) ***Is there new information of substantial importance, which was not known and could not have been known at the time of the previous EIR that shows the Project will have a significant effect not addressed in the previous EIR; or previous effects are more severe; or, previously infeasible mitigation measures are now feasible but the applicant declined to adopt them; or mitigation measures considerably different from those in the previous EIR would substantially reduce significant effects but the applicant declines to adopt them?***

No. As noted above, City policies and physical environmental conditions in the vicinity of the project have not significantly changed in the two years since project approval. Therefore, there is no new information of substantial importance available now that would lead to a new significant effect or more severe impact associated with the project revisions. The mitigation measures of the certified EIR remain applicable to the project as revised and would effectively mitigate the impacts previously identified. The analysis within this addendum concluded that the proposed revisions would not require additional or considerably different mitigation measures.

d) ***If no subsequent EIR-level review is required, should a subsequent negative declaration be prepared?***

If a subsequent approval does not trigger the CEQA Section 21166 factors, CEQA Guidelines Section 15162(b) states that the lead agency "shall determine whether to prepare a subsequent negative declaration [to an EIR], an addendum, or no further documentation." Guidelines Section 15164 provides that an addendum to an EIR can be prepared "if some changes or additions are necessary." An addendum should include "a brief explanation . . . supported by substantial evidence" of why a subsequent EIR was not deemed necessary but there is no required form for an addendum.

This Addendum and documentation provide the basis and rationale as to why subsequent environmental review (EIR or negative declaration) is not required. The primary reason is

that the project revisions result in 55 fewer housing units, which in turn results in proportionally fewer environmental consequences associated with housing construction, operation and population-based effects. The project's design revisions that do result in physical changes to the site or its surroundings, such as the increased building height and addition of parking to Building A, have been adequately considered and assessed within this Addendum. Evidence and professional opinion have been provided regarding shade, shadow, noise and traffic safety to conclude that these revisions would not result in new or substantially different impacts based on the CEQA thresholds of significance used in the certified EIR.

Conclusion

This Addendum has been prepared pursuant to CEQA Guidelines Section 15164 based on the supporting documentation and reasoning provided herein. Through the approval of this Addendum, the City determines that the proposed revisions to the project do not require a subsequent or supplemental EIR or Negative Declaration under CEQA Section 21166 or CEQA Guidelines Sections 15162 and 15164.

As provided in Section 15164 of the CEQA Guidelines, this Addendum need not be circulated for public review, but shall be considered with the prior environmental documents before making a decision on the current project.

For any action or approval to be taken by the City on the proposed project, this Addendum shall be considered together with the previously certified Final EIR for the Woodland Park Euclid Improvements project (**Appendix A**). All documents are available from the City of East Palo Alto Community Development Department.

Kimley»Horn

MEMORANDUM

To: City of East Palo Alto

From: Ace Malisos, Air Quality and Noise Manager, Kimley-Horn
Sophia La Herran, Air Quality and Noise Analyst, Kimley-Horn
Kimley-Horn and Associates, Inc.

Date: July 9, 2024

Subject: Woodland Park Euclid Improvements Project – Supplemental Air Quality and Health Risk Assessment

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1.0 PURPOSE

This supplemental analysis evaluates the proposed Woodland Park Euclid Improvements project in the City of East Palo Alto based on construction updates during the grading phase provided by the applicant. The project Air Quality and Health Risk Assessments were completed as a part of the Final EIR certified in 2022. This technical memorandum compares the changes in construction details since the project was originally modeled in 2020, and presents the following:

- Grading Export Modification
- Updated Air Quality Emissions and Health Risk Assessment

2.0 GRADING EXPORT MODIFICATION

Table 1: Import-Export Comparison compares the grading import-export differences between the original project construction assumptions (2020) and updated project construction assumptions provided by the applicant in June 2024. As shown in **Table 1** below, 2,600 net cubic yards (cy) of cut and fill was indicated in the original construction assumptions. This analysis is provided to conservatively evaluate a higher quantity of soil off haul (7,500 cy) in case a greater amount of excavation is required during constriction.

Table 1: Import-Export Comparison

Modeling Run Year	Modeling Input (cy)	
	Grading Import	Grading Export
2020	0	2,600
2024	0	7,500

3.0 AIR QUALITY EMISSIONS AND HEALTH RISK ASSESSMENT

Project construction would result in a similar duration and equipment use as the overall building use and layout of the project has not substantially changed. The increase in grading export quantities, as well as updates to the California Emissions Estimator Model (CalEEMod), result in slight changes to the projected air quality impacts of project construction. As land uses, general scale of the development program, and selected mitigations are consistent with the project as presented in the Final EIR, this change is not expected to exceed the relevant air quality and health risk significance thresholds.

Air Quality Construction Emissions

While the net export in the grading phase of project construction would increase from 2,600 cy to 7,500 cy, construction phases, equipment use, and duration remain largely the same. As shown in **Table 2: Unmitigated Construction Air Quality Emissions** and **Table 3: Mitigated Construction Air Quality Emissions**, this increase in net grading export would not result in exceedances of Bay Area Air Quality Management District (BAAQMD) thresholds. No changes to conclusions or selected mitigation measures indicated in the Final EIR would occur.

Table 2: Unmitigated Construction Air Quality Emissions

Construction Year	Pollutant (pounds/day)[1, 4]					
	ROG	NO_x	Exhaust		Fugitive Dust	
			PM_{10}	$PM_{2.5}$	PM_{10}	$PM_{2.5}$
Unmitigated Scenario – 2020 Run						
2022	3.69	39.44	1.64	1.51	18.21	9.97
2023	3.10	23.48	0.74	0.69	5.30	1.42
2024	50.56	23.58	0.72	0.68	6.21	1.66
2025	50.38	22.25	0.62	0.59	6.21	1.66
Maximum	***50.56***	***39.44***	***1.64***	***1.51***	***18.21***	***9.97***
BAAQMD Significance Threshold [2, 3]	54	54	82	54	N/A	N/A
Exceed BAAQMD Threshold?	**No**	**No**	**No**	**No**	**N/A**	**N/A**
Unmitigated Scenario – 2024 Run						
2022	4.25	43.40	1.99	1.83	7.81	3.97
2023	3.06	18.03	0.59	0.55	5.25	1.26
2024	48.64	18.14	0.57	0.53	6.15	1.47
2025	48.40	16.88	0.50	0.46	6.15	1.47
Maximum	**48.64**	***43.40***	***1.99***	***1.83***	***7.81***	***3.97***
BAAQMD Significance Threshold [2, 3]	54	54	82	54	N/A	N/A
Exceed BAAQMD Threshold?	**No**	**No**	**No**	**No**	**N/A**	**N/A**

Source: Refer to the CalEEMod outputs provided in **Appendix A**
Notes:

1. Emissions were calculated using CalEEMod. Mitigated emissions include compliance with the BAAQMD's Basic Construction Mitigation Measures Recommended for All Projects and SC AQ-2.1. These measures include the following: water exposed surfaces two times daily; cover haul trucks; clean track outs with wet powered vacuum street sweepers; limit speeds on unpaved roads to 15 miles per hour; complete paving as soon as possible after grading; limit idle times to 5 minutes; properly maintain mobile and other construction equipment; and post a publicly visible sign with contact information to register dust complaints and take corrective action within 48 hours.
2. Bay Area Air Quality Management District, California Environmental Quality Act Air Quality Guidelines, updated May 2017.
3. BMPs = Best Management Practices. The BAAQMD recommends the implementation of all Basic Construction Mitigation Measures, whether or not construction-related emissions exceed applicable significance thresholds. Implementation of Basic Construction Mitigation measures are considered to mitigate fugitive dust emissions to be less than significant.
4. The 2024 modelling run emissions were calculated using CalEEMod 2022.1, modified from the version used in the original 2020 run, CalEEMod 2016.3.2.

Table 3: Mitigated Construction Air Quality Emissions

Construction Year	Pollutant (pounds/day)[1, 4]					
	ROG	NO_x	Exhaust		Fugitive Dust	
			PM_{10}	$PM_{2.5}$	PM_{10}	$PM_{2.5}$
Mitigated Scenario – 2020 Run						
2022	0.83	4.19	0.10	0.10	7.86	4.28
2023	2.06	11.75	0.13	0.13	5.03	1.36
2024	49.61	12.75	0.19	0.18	5.90	1.59
2025	49.51	12.35	0.17	0.17	5.90	1.59
Maximum	***49.61***	***12.75***	***0.19***	***0.19***	***7.86***	***4.28***
BAAQMD Significance Threshold [2, 3]	54	54	82	54	N/A	N/A
Exceed BAAQMD Threshold?	**No**	**No**	**No**	**No**	**N/A**	**N/A**
Mitigated Scenario – 2024 Run						
2022	0.94	8.90	0.26	0.24	7.81	3.97
2023	2.31	9.47	0.17	0.16	5.25	1.26
2024	47.93	10.13	0.19	0.18	6.15	1.47
2025	47.86	9.61	0.18	0.17	6.15	1.47
Maximum	**47.93**	***10.13***	***0.26***	***0.24***	***7.81***	***3.97***
BAAQMD Significance Threshold [2, 3]	54	54	82	54	N/A	N/A
Exceed BAAQMD Threshold?	**No**	**No**	**No**	**No**	**N/A**	**N/A**

Source: Refer to the CalEEMod outputs provided in **Appendix A**.
Notes:
1. Emissions were calculated using CalEEMod. Mitigated emissions include compliance with the BAAQMD's Basic Construction Mitigation Measures Recommended for All Projects and SC AQ-2.1. These measures include the following: water exposed surfaces two times daily; cover haul trucks; clean track outs with wet powered vacuum street sweepers; limit speeds on unpaved roads to 15 miles per hour; complete paving as soon as possible after grading; limit idle times to 5 minutes; properly maintain mobile and other construction equipment; and post a publicly visible sign with contact information to register dust complaints and take corrective action within 48 hours.
2. Bay Area Air Quality Management District, California Environmental Quality Act Air Quality Guidelines, updated May 2017.
3. BMPs = Best Management Practices. The BAAQMD recommends the implementation of all Basic Construction Mitigation Measures, whether or not construction-related emissions exceed applicable significance thresholds. Implementation of Basic Construction Mitigation measures are considered to mitigate fugitive dust emissions to be less than significant.
4. The 2024 modelling run emissions were calculated using CalEEMod 2022.1, modified from the version used in the original 2020 run, CalEEMod 2016.3.2.

As shown in **Table 2** and **Table 3**, any resulting increases in construction emissions would not result in exceedances of BAAQMD thresholds, therefore, the project would have a less than significant impact, consistent with the analysis presented in the Air Quality Assessment Section of the Final EIR.

Health Risk Assessment Construction Emissions

As stated previously, while the net export in the grading phase of project construction would increase from 2,600 cy to 7,500 cy, construction phases, equipment use, and duration remain largely the same. However, the increase of export during the grading phase may result in slightly more hauling trips than previously analyzed.

As shown in **Table 4: Construction Risk**, the increase in net export during the grading phase would not result in exceedances of BAAQMD thresholds, therefore, the project would have a less than significant impact, consistent with the analysis presented in in the Final EIR. Thus, no changes to the conclusions or mitigation measures in the health risk analysis would occur.

Table 4: Unmitigated Construction Risk

Exposure Scenario	Pollutant Concentration ($\mu g/m^3$)	Maximum Cancer Risk (Risk per Million)	Chronic Noncancer Hazard
Unmitigated Scenario – 2020 Run			
Construction	0.306	97.55	0.061
Threshold	*0.3*	*10 in one million*	*1.0*
Threshold Exceeded	**Yes**	**Yes**	**No**
Unmitigated Scenario – 2024 Run			
Construction	0.302	93.91[1]	0.060
Threshold	*0.3*	*10 in one million*	*1.0*
Threshold Exceeded	**Yes**	**Yes**	**No**

Refer to **Appendix A**.
Notes:
1. The increase in grading export quantities, as well as updates to the California Emissions Estimator Model (CalEEMod), may result in slight changes to the projected health risk impacts of project construction

Table 4: Mitigated Construction Risk

Exposure Scenario	Pollutant Concentration (µg/m³)	Maximum Cancer Risk (Risk per Million)	Chronic Noncancer Hazard
Mitigated Scenario – 2020 Run			
Construction[1]	0.030	9.60	0.006
Threshold	*0.3*	*10 in one million*	*1.0*
Threshold Exceeded	**No**	**No**	**No**
Mitigated Scenario – 2024 Run			
Construction[1]	0.041	9.11[2]	0.008
Threshold	*0.3*	*10 in one million*	*1.0*
Threshold Exceeded	**No**	**No**	**No**

Refer to **Appendix A**.

Notes:

1. Heavy-duty off-road construction equipment would also meet CARB Tier 4 Final emissions standards per MM AQ-3.1.
2. The increase in grading export quantities, as well as updates to the California Emissions Estimator Model (CalEEMod), may result in slight changes to the projected health risk impacts of project construction

Refer to **Appendix B**.

Appendix A: Modeling Data

5. Activity Data

5.8 Construction Electricity Consumption and Emissions Factors

Year	kWh per Y	CO2	CH4	N2O
2022	0	203.983	0.033	0.0040000000189989805
2023	0	203.983	0.033	0.0040000000189989805
2024	0	203.983	0.033	0.0040000000189989805
2025	0	203.983	0.033	0.0040000000189989805

1. Basic Project Information

1.1 Basic Project Information

Data Field	Value
Project Name	Woodland Park
Construction Start Date	1/1/2022
Lead Agency	
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	4.2
Precipitation (days)	18.8
Location	37.46104672649818, -122.14392583276054
County	San Mateo
City	East Palo Alto
Air District	Bay Area AQMD
Air Basin	San Francisco Bay Area
TAZ	1282
EDFZ	1
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.24

1. Basic Project Information

1.2 Land Use Types

Land Use Subtype	Size	Unit	Lot Acreag	Building Ar	Landscape	Special Lan	Population	Description
Enclosed Parking Structure	625	Space	5.6249997	250000	0			
Parking Lot	71	Space	0.6389999	0	0			
Apartments Mid Rise	605	Dwelling U	15.921052	580800	0		1742	
Strip Mall	5	1000sqft	0.1147842	5000	0			

2. Emissions Summary

2.1 Construction Emissions Compared Against Thresholds

Un/Mit.	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Unmit.	49.442072	48.640434	43.401966	39.118866	0.0664787	1.9877679	7.8108969	9.7986649	1.8287465	3.9738628	5.8026093		11132.141	11132.141	0.5307583	0.6839418	27.708390	11376.93304643325
Daily, Winter (Max)																		
Unmit.	49.423033	48.607052	41.554864	37.507209	0.0664787	1.7617976	6.1484086	6.7174742	1.6187831	1.4955522	3.1143353		10828.778	10828.778	0.5594466	0.6839418	0.7195578	11047.299208847437
Average Daily (Max)																		
Unmit.	13.439202	12.884683	27.568606	24.243934	0.0424477	1.1663276	3.9289116	4.3212833	1.0705757	0.9416495	2.0122252		7290.8179	7290.8179	0.3787070	0.4725703	7.8785971	7448.990181215303
Annual (Max)																		
Unmit.	2.4526544	2.3514547	5.0312706	4.4245180	0.0077467	0.2128547	0.7170263	0.7886342	0.1953800	0.1718510	0.3672311		1207.0781	1207.0781	0.0626992	0.0782394	1.3043916	1233.265331959061

2. Emissions Summary

2.2 Construction Emissions by Year, Unmitigated

Year	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily - Summer (Max)																		
2022	5.0577110	4.2543846	43.401966	37.424533	0.0664787	1.9877679	7.8108969	9.7986649	1.8287465	3.9738628	5.8026093		7286.3390	7286.3390	0.4117767	0.3092682	3.8317095	7339.826722923519
2023	3.6941352	3.0630363	18.034295	36.136662	0.0431115	0.5922155	5.2519908	5.8442064	0.5479929	1.2578575	1.8058505		10233.262	10233.262	0.5085973	0.6477134	26.548428	10465.544175551588
2024	49.442072	48.640434	18.143519	39.118866	0.0448409	0.5690655	6.1484086	6.7174742	0.5266949	1.4679764	1.9946714		11132.141	11132.141	0.5307583	0.6839418	27.708390	11376.93304643325
2025	49.190359	48.407505	16.887962	37.129678	0.0448429	0.4987008	6.1484086	6.6471095	0.4619594	1.4679764	1.9299359		10954.282	10954.282	0.4943521	0.4963987	25.352272	11139.920666011014
Daily - Winter (Max)																		
2022	4.8530470	4.0160938	41.554864	33.538581	0.0664787	1.7617976	3.8746413	5.6364389	1.6187831	1.4955522	3.1143353		7276.3328	7276.3328	0.4124381	0.3095988	0.0991671	7328.247362320695
2023	3.6655338	3.0224815	18.621389	34.678923	0.0431115	0.5945627	5.2519908	5.8465536	0.5503402	1.2578575	1.8081977		9973.7578	9973.7578	0.5325043	0.6596668	0.6893227	10184.340545122222
2024	49.423033	48.607052	18.788903	37.507209	0.0448409	0.5690655	6.1484086	6.7174742	0.5266949	1.4679764	1.9946714		10828.778	10828.778	0.5594466	0.6839418	0.7195578	11047.299208847437
2025	49.185665	48.388466	17.496259	35.679197	0.0448429	0.4987008	6.1484086	6.6471095	0.4619594	1.4679764	1.9299359		10658.635	10658.635	0.5230405	0.6642254	0.6568779	10870.307705424893
Average Daily																		
2022	3.2515088	2.6552003	27.568606	22.407915	0.0424477	1.1663276	2.4906426	3.6569703	1.0705757	0.9416495	2.0122252		4575.4422	4575.4422	0.2559419	0.1349087	0.7179896	4622.761643588655
2023	2.4882352	2.0601305	12.484700	22.845951	0.0289735	0.4119096	3.3900147	3.8019243	0.3810126	0.8114489	1.1924616		6611.7027	6611.7027	0.3510651	0.4231702	7.4997166	6754.083802867108
2024	13.439202	12.884683	12.704081	24.243934	0.0312927	0.3923716	3.9289116	4.3212833	0.3632414	0.9393951	1.3026366		7290.8179	7290.8179	0.3787070	0.4725703	7.8785971	7448.990181215303
2025	12.901413	12.712370	4.1458519	8.4751316	0.0107500	0.1197613	1.4731228	1.5928841	0.1109336	0.3514213	0.4623549		2573.4520	2573.4520	0.1220135	0.1595038	2.6478369	2626.6823574804066
Annual																		
2022	0.5934003	0.4845740	5.0312706	4.0894446	0.0077467	0.2128547	0.4545422	0.6673970	0.1953800	0.1718510	0.3672311		757.51668	757.51668	0.0423741	0.0223356	0.1188713	765.350944793143
2023	0.4541029	0.3759738	2.2784578	4.1693861	0.0052876	0.0751735	0.6186776	0.6938511	0.0695348	0.1480894	0.2176242		1094.6428	1094.6428	0.0581228	0.0700606	1.2416636	1118.2156507908367
2024	2.4526544	2.3514547	2.3184948	4.4245180	0.0057109	0.0716078	0.7170263	0.7886342	0.0662915	0.1714396	0.2377311		1207.0781	1207.0781	0.0626992	0.0782394	1.3043916	1233.265331959061
2025	2.3545079	2.3200076	0.7566179	1.5467115	0.0019618	0.0218564	0.2688449	0.2907013	0.0202453	0.0641343	0.0843797		426.06435	426.06435	0.0202007	0.0264076	0.4383796	434.877239832873

3. Construction Emissions Details

3.1 Demolition (2022) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	3.5941155	3.0161300	29.550283	24.338294	0.0324668	1.3131707		1.3131707	1.2081170		1.2081170		3421.7948	3421.7948	0.1388029	0.0277605		3433.537564823016
Demolition							1.1967322	1.1967322		0.1812194	0.1812194							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	3.5941155	3.0161300	29.550283	24.338294	0.0324668	1.3131707		1.3131707	1.2081170		1.2081170		3421.7948	3421.7948	0.1388029	0.0277605		3433.537564823016
Demolition							1.1967322	1.1967322		0.1812194	0.1812194							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.8369858	0.7023864	6.8815727	5.6678219	0.0075607	0.3058068		0.3058068	0.2813423		0.2813423		796.85633	796.85633	0.0323239	0.0064647		799.5909397533053
Demolition							0.2786910	0.2786910		0.0422017	0.0422017							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.1527499	0.1281855	1.2558870	1.0343775	0.0013798	0.0558097		0.0558097	0.0513449		0.0513449		131.92865	131.92865	0.0053516	0.0010703		132.38140496319386
Demolition							0.0508611	0.0508611		0.0077018	0.0077018							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.0545974	0.0497362	0.0408737	0.6168423	0	0	0.1239972	0.1239972	0	0.0290647	0.0290647		132.08032	132.08032	0.0026455	0.0048611	0.5920129	134.18711388042004
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.3280945	0.0564124	3.1469095	1.7122292	0.0185032	0.0270779	0.3885505	0.4156284	0.0180519	0.1039071	0.1219590		1702.4080	1702.4080	0.2703282	0.2766464	3.2396965	1794.8465844864454
Daily, Winter (Max)																		
Worker	0.0542667	0.0490748	0.0509267	0.5724633	0	0	0.1239972	0.1239972	0	0.0290647	0.0290647		124.74353	124.74353	0.0033069	0.0051918	0.0152706	126.38866364084039
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.3271919	0.0559611	3.3021563	1.7149370	0.0185032	0.0275292	0.3885505	0.4160797	0.0185032	0.1039071	0.1224103		1701.6706	1701.6706	0.2703282	0.2766464	0.0838965	1790.9533433368601
Average Daily																		
Worker	0.0124064	0.0111203	0.0107276	0.1279226	0	0	0.0285274	0.0285274	0	0.0066813	0.0066813		29.139041	29.139041	0.0006930	0.0012090	0.0592695	29.575940818722053
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0763004	0.0130320	0.7582754	0.3976873	0.0043089	0.0064109	0.0896710	0.0960820	0.0043089	0.0239942	0.0283032		396.37867	396.37867	0.0629531	0.0644245	0.3246238	417.47562653378077
Annual																		
Worker	0.0022641	0.0020294	0.0019577	0.0233458	0	0	0.0052062	0.0052062	0	0.0012193	0.0012193		4.8243008	4.8243008	0.0001147	0.0002001	0.0098127	4.896634521520057
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0139248	0.0023783	0.1383852	0.0725779	0.0007863	0.0011699	0.0163649	0.0175349	0.0007863	0.0043789	0.0051653		65.625012	65.625012	0.0104226	0.0106662	0.0537451	69.11785418114232

3. Construction Emissions Details

3.3 Site Preparation (2022) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O
Onsite																
Daily, Summer (Max)																
Off-Road Equipment	4.9940140	4.1963589	43.354280	36.704884	0.0488124	1.9877679		1.9877679	1.8287465		1.8287465473		5290.8466	5290.8466	0.2146198	0.0429239
Dust From Material Movement							7.6662334	7.6662334		3.9399539	3.9399539459					
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Daily, Winter (Max)																
Average Daily																
Off-Road Equipment	0.3146912	0.2644281	2.7319135	2.3129105	0.0030758	0.1252566		0.1252566	0.1152360		0.1152360838		333.39581	333.39581	0.0135239	0.0027047
Dust From Material Movement							0.4830777	0.4830777		0.2482710	0.2482710705					
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Annual																
Off-Road Equipment	0.0574311	0.0482581	0.4985742	0.4221061	0.0005613	0.0228593		0.0228593	0.0210305		0.0210305852		55.197481	55.197481	0.0022390	0.0004478
Dust From Material Movement							0.0881616	0.0881616		0.0453094	0.0453094703					
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Offsite																
Daily, Summer (Max)																
Worker	0.0636970	0.0580256	0.0476859	0.7196494	0	0	0.1446635	0.1446635	0	0.0339088	0.0339088955		154.09371	154.09371	0.0030864	0.0056713
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Daily, Winter (Max)																
Average Daily																
Worker	0.0039165	0.0035105	0.0033865	0.0403834	0	0	0.0090057	0.0090057	0	0.0021092	0.0021092109		9.1987953	9.1987953	0.0002188	0.0003816
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Annual																
Worker	0.0007147	0.0006406	0.0006180	0.0073699	0	0	0.0016435	0.0016435	0	0.0003849	0.0003849309		1.5229655	1.5229655	0.0000362	0.0000631
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0

R	CO_2e
	5309.003447824512
0	0
	334.539943287572
0	0
	55.386905362358945
0	0
0.6906817	156.55163286049
0	0
0	0
0.0187105	9.336718572184806
0	0
0	0
0.0030977	1.5458003097347632
0	0
0	0

3. Construction Emissions Details

3.5 Grading (2022) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	4.6814029	3.9336789	40.484903	32.254888	0.0608638	1.7534437		1.7534437	1.6131682		1.6131682		6593.6261	6593.6261	0.2674663	0.0534932		6616.253807053484
Dust From Material Movement							3.5914036	3.5914036		1.4252679	1.4252679							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	4.6814029	3.9336789	40.484903	32.254888	0.0608638	1.7534437		1.7534437	1.6131682		1.6131682		6593.6261	6593.6261	0.2674663	0.0534932		6616.253807053484
Dust From Material Movement							3.5914036	3.5914036		1.4252679	1.4252679							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	1.9366900	1.6273575	16.748549	13.343803	0.0251792	0.7253972		0.7253972	0.6673654		0.6673654		2727.7741	2727.7741	0.1106504	0.0221300		2737.1351366166464
Dust From Material Movement							1.4857587	1.4857587		0.5896314	0.5896314							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.3534459	0.2969927	3.0566102	2.4352441	0.0045952	0.1323849		0.1323849	0.1217941		0.1217941		451.61413	451.61413	0.0183194	0.0036638		453.16395789980857
Dust From Material Movement							0.2711509	0.2711509		0.1076077	0.1076077							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.0727966	0.0663150	0.0544982	0.8224565	0	0	0.1653297	0.1653297	0	0.0387530	0.0387530		176.10710	176.10710	0.0035273	0.0064815	0.7893505	178.91615184056002
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0995622	0.0171186	0.9549482	0.5195860	0.0056149	0.0082169	0.1179079	0.1261249	0.0054779	0.0315312	0.0370092		516.60574	516.60574	0.0820326	0.0839499	0.9831049	544.6567640294751
Daily, Winter (Max)																		
Worker	0.0723557	0.0654331	0.0679023	0.7632844	0	0	0.1653297	0.1653297	0	0.0387530	0.0387530		166.32471	166.32471	0.0044092	0.0069225	0.0203608	168.51821818778723
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0992883	0.0169817	1.0020587	0.5204077	0.0056149	0.0083539	0.1179079	0.1262618	0.0056149	0.0315312	0.0371461		516.38196	516.38196	0.0820326	0.0839499	0.0254588	543.475337079424
Average Daily																		
Worker	0.0293862	0.0263399	0.0254096	0.3030010	0	0	0.0675709	0.0675709	0	0.0158256	0.0158256		69.019532	69.019532	0.0016416	0.0028638	0.1403873	70.05438531179654
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0411320	0.0070253	0.4087714	0.2143854	0.0023228	0.0034560	0.0483399	0.0517959	0.0023228	0.0129348	0.0152577		213.67999	213.67999	0.0339368	0.0347299	0.1749983	225.05295269464742
Annual																		
Worker	0.0053629	0.0048070	0.0046372	0.0552976	0	0	0.0123316	0.0123316	0	0.0028881	0.0028881		11.426971	11.426971	0.0002718	0.0004741	0.0232427	11.598302945090646
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0075066	0.0012821	0.0746007	0.0391253	0.0004239	0.0006307	0.0088220	0.0094527	0.0004239	0.0023606	0.0027845		35.377161	35.377161	0.0056186	0.0057499	0.0289729	37.26008461029398

3. Construction Emissions Details

3.7 Building Construction (2023) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O
Onsite																
Daily, Summer (Max)																
Off-Road Equipment	1.5044577	1.2589580	11.812061	13.171268	0.0233947	0.5527818		0.5527818	0.5085593		0.5085593		2397.3867	2397.3867	0.0972484	0.0194496
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Daily, Winter (Max)																
Off-Road Equipment	1.5044577	1.2589580	11.812061	13.171268	0.0233947	0.5527818		0.5527818	0.5085593		0.5085593		2397.3867	2397.3867	0.0972484	0.0194496
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Average Daily																
Off-Road Equipment	0.9804000	0.8204168	7.6974884	8.5832338	0.0152454	0.3602277		0.3602277	0.3314095		0.3314095		1562.2891	1562.2891	0.0633732	0.0126746
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Annual																
Off-Road Equipment	0.1789230	0.1497260	1.4047916	1.5664401	0.0027823	0.0657415		0.0657415	0.0604822		0.0604822		258.65480	258.65480	0.0104921	0.0020984
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Offsite																
Daily, Summer (Max)																
Worker	1.7141267	1.6782663	1.3136856	20.120070	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4668.1681	4668.1681	0.0836742	0.1757159
Vendor	0.4755507	0.1258120	4.9085475	2.8453239	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3167.7073	3167.7073	0.3276746	0.4525478
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Daily, Winter (Max)																
Worker	1.6902197	1.6424059	1.6651175	18.616324	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4409.6257	4409.6257	0.1075811	0.1876693
Vendor	0.4708562	0.1211175	5.1442104	2.8913298	0.0197168	0.0417808	0.7699019	0.8116828	0.0417808	0.2072631	0.2490439		3166.7454	3166.7454	0.3276746	0.4525478
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Average Daily																
Worker	1.0858751	1.0547165	0.9705885	11.724179	0	0	2.8855499	2.8855499	0	0.6758181	0.6758181		2882.4322	2882.4322	0.0701067	0.1145076
Vendor	0.3083694	0.0819871	3.3060994	1.8756080	0.0128487	0.0256974	0.4967455	0.5224429	0.0256974	0.1338229	0.1595203		2064.0137	2064.0137	0.2135335	0.2949088
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
Annual																
Worker	0.1981722	0.1924857	0.1771324	2.1396627	0	0	0.5266128	0.5266128	0	0.1233368	0.1233368		477.21955	477.21955	0.0116069	0.0189580
Vendor	0.0562774	0.0149626	0.6033631	0.3422984	0.0023448	0.0046897	0.0906560	0.0953458	0.0046897	0.0244226	0.0291124		341.72102	341.72102	0.0353529	0.0488255
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0

R	CO_2e
	2405.6139301730127
0	0
	2405.6139301730127
0	0
	1567.650565063822
0	0
	259.54244098678913
0	0
18.879377	4741.502715563019
7.6690516	3318.4275298155544
0	0
0.4899838	4468.7307339877925
0.1993389	3309.995880961418
0	0
5.3173980	2923.6255936665257
2.1680939	2159.4029903170945
0	0
0.8803559	484.03958128307005
0.3589526	357.5138080330123
0	0

3. Construction Emissions Details

3.9 Building Construction (2024) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	1.4369977	1.2025448	11.219887	13.115294	0.0233979	0.4977627		0.4977627	0.4579417		0.4579417		2397.6300	2397.6300	0.0972583	0.0194516		2405.8580622382865
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	1.4369977	1.2025448	11.219887	13.115294	0.0233979	0.4977627		0.4977627	0.4579417		0.4579417		2397.6300	2397.6300	0.0972583	0.0194516		2405.8580622382865
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	1.0292391	0.8613139	8.0361623	9.3937337	0.0167586	0.3565189		0.3565189	0.3279974		0.3279974		1717.2848	1717.2848	0.0696605	0.0139321		1723.1781815640175
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.1878361	0.1571897	1.4665996	1.7143564	0.0030584	0.0650647		0.0650647	0.0598595		0.0598595		284.31611	284.31611	0.0115331	0.0023066		285.29181277084774
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	1.5945920	1.4188761	1.1499232	18.410725	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4566.0044	4566.0044	0.0836742	0.1757159	16.699449	4637.159144241759
Vendor	0.4534867	0.1258120	4.6357982	2.7641094	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3121.7837	3121.7837	0.3276746	0.4525478	7.6690516	3272.5038764233623
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	1.5826386	1.3949692	1.4894015	17.031295	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4313.7480	4313.7480	0.1075811	0.1757159	0.4339856	4369.234879843747
Vendor	0.4487922	0.1211175	4.8738084	2.8077680	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3121.1292	3121.1292	0.3276746	0.4525478	0.1987750	3264.3791561151643
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	1.1164301	0.9820133	0.9494793	11.802139	0	0	3.1715053	3.1715053	0	0.7427911	0.7427911		3099.2923	3099.2923	0.0684926	0.1258552	5.1711014	3143.68063820593
Vendor	0.3231253	0.0867495	3.4383762	1.9875065	0.0141220	0.0282440	0.5459725	0.5742166	0.0282440	0.1470846	0.1753287		2235.7431	2235.7431	0.2346945	0.3241340	2.3627556	2340.565222816477
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.2037484	0.1792174	0.1732799	2.1538903	0	0	0.5787997	0.5787997	0	0.1355593	0.1355593		513.12321	513.12321	0.0113397	0.0208367	0.8561348	520.4722051624154
Vendor	0.0589703	0.0158317	0.6275036	0.3627199	0.0025772	0.0051545	0.0996399	0.1047945	0.0051545	0.0268429	0.0319974		370.15279	370.15279	0.0388563	0.0536640	0.3911811	387.50728303653875
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.11 Building Construction (2025) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	1.3466983	1.1269023	10.444218	13.040081	0.0233999	0.4318406		0.4318406	0.3972934		0.3972934		2397.6802	2397.6802	0.0972603	0.0194520		2405.9084851811867
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	1.3466983	1.1269023	10.444218	13.040081	0.0233999	0.4318406		0.4318406	0.3972934		0.3972934		2397.6802	2397.6802	0.0972603	0.0194520		2405.9084851811867
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.3215209	0.2690451	2.4935315	3.1132875	0.0055866	0.1031009		0.1031009	0.0948528		0.0948528		572.44029	572.44029	0.0232206	0.0046441		574.4047655422794
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0586775	0.0491007	0.4550695	0.5681749	0.0010195	0.0188159		0.0188159	0.0173106		0.0173106		94.774023	94.774023	0.0038444	0.0007688		95.09926401054693
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	1.4870109	1.3112949	0.9861607	16.889049	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4465.4866	4465.4866	0.0717207	0.0358603	14.759513	4492.725564092032
Vendor	0.4314226	0.1060952	4.3780714	2.6828949	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3064.4961	3064.4961	0.3056106	0.4328309	7.6408565	3208.76087827112
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	1.4870109	1.2993415	1.3256391	15.645888	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4219.4004	4219.4004	0.0956277	0.1757159	0.3819874	4274.5364415407275
Vendor	0.4267281	0.1014007	4.5789950	2.7242063	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3064.1524	3064.1524	0.3056106	0.4328309	0.1984931	3200.974864746566
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.3464586	0.3045068	0.2773952	3.6175532	0	0	1.0571684	1.0571684	0	0.2475970	0.2475970		1010.4977	1010.4977	0.0199770	0.0419517	1.5231591	1025.0219181617522
Vendor	0.1024407	0.0242091	1.0804468	0.6425520	0.0047073	0.0094146	0.1819908	0.1914055	0.0094146	0.0490282	0.0584429		731.60429	731.60429	0.0729637	0.1033373	0.7875852	765.0105050409366
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0632287	0.0555725	0.0506246	0.6602034	0	0	0.1929332	0.1929332	0	0.0451864	0.0451864		167.29942	167.29942	0.0033074	0.0069455	0.2521763	169.7040760444156
Vendor	0.0186954	0.0044181	0.1971815	0.1172657	0.0008590	0.0017181	0.0332133	0.0349315	0.0017181	0.0089476	0.0106658		121.12544	121.12544	0.0120799	0.0171086	0.1303937	126.65621936657647
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.13 Paving (2023) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Daily, Winter (Max)																		
Off-Road Equipment	1.0429849	0.8763970	8.0605926	10.022681	0.0139545	0.4123623		0.4123623	0.3793733		0.3793733		1511.6825	1511.6825	0.0613204	0.0122640		1516.8702
Paving	0.7135512	0.7135512																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.0657223	0.0552250	0.5079277	0.6315662	0.0008793	0.0259844		0.0259844	0.0239057		0.0239057		95.256705	95.256705	0.0038640	0.0007728		95.583602
Paving	0.0449635	0.0449635																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0119943	0.0100785	0.0926968	0.1152608	0.0001604	0.0047421		0.0047421	0.0043627		0.0043627		15.770834	15.770834	0.0006397	0.0001279		15.824956
Paving	0.0082058	0.0082058																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Daily, Winter (Max)																		
Worker	0.0467600	0.0454372	0.0460655	0.5150218	0	0	0.1239972	0.1239972	0	0.0290647	0.0290647		121.99259	121.99259	0.0029762	0.0051918	0.0135554	123.62774
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.0029048	0.0028214	0.0025964	0.0313635	0	0	0.0077191	0.0077191	0	0.0018078	0.0018078		7.7108542	7.7108542	0.0001875	0.0003063	0.0142246	7.8210513
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0005301	0.0005149	0.0004738	0.0057238	0	0	0.0014087	0.0014087	0	0.0003299	0.0003299		1.2766199	1.2766199	0.0000310	0.0000507	0.0023550	1.2948643
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

125988345

4377348

178286145

07041994

81929321

096788572

3. Construction Emissions Details

3.15 Architectural Coating (2024) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.1650835	0.1364326	0.9079251	1.1465922	0.0017261	0.0318691		0.0318691	0.0293196		0.0293196		133.52192	133.52192	0.0054162	0.0010832		133.9801346814896
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.1650835	0.1364326	0.9079251	1.1465922	0.0017261	0.0318691		0.0318691	0.0293196		0.0293196		133.52192	133.52192	0.0054162	0.0010832		133.9801346814896
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.0394132	0.0325729	0.2167648	0.2737460	0.0004121	0.0076086		0.0076086	0.0069999		0.0069999		31.878032	31.878032	0.0012931	0.0002586		31.98742941515016
Architectural Coatings	10.856566	10.856566																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0071929	0.0059445	0.0395595	0.0499586	0.0000752	0.0013885		0.0013885	0.0012774		0.0012774		5.2777720	5.2777720	0.0002140	0.0000428		5.29588397843157
Architectural Coatings	1.9813233	1.9813233																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.3189184	0.2837752	0.2299846	3.6821450	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		913.20089	913.20089	0.0167348	0.0351431	3.3398898	927.431828848352
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	0.3165277	0.2789938	0.2978803	3.4062590	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		862.74960	862.74960	0.0215162	0.0351431	0.0867971	873.8469759687495
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.0744286	0.0654675	0.0632986	0.7868092	0	0	0.2114336	0.2114336	0	0.0495194	0.0495194		206.61949	206.61949	0.0045661	0.0083903	0.3447400	209.57870921372867
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0135832	0.0119478	0.0115519	0.1435926	0	0	0.0385866	0.0385866	0	0.0090372	0.0090372		34.208214	34.208214	0.0007559	0.0013891	0.0570756	34.698147010827704
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.17 Architectural Coating (2025) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.1548316	0.1279600	0.8822796	1.1398431	0.0017261	0.0274265		0.0274265	0.0252324		0.0252324		133.52241	133.52241	0.0054162	0.0010832		133.9806256482684
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.1548316	0.1279600	0.8822796	1.1398431	0.0017261	0.0274265		0.0274265	0.0252324		0.0252324		133.52241	133.52241	0.0054162	0.0010832		133.9806256482684
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.0409046	0.0338054	0.2330875	0.3011327	0.0004560	0.0072457		0.0072457	0.0066661		0.0066661		35.275000	35.275000	0.0014309	0.0002861		35.39605569964037
Architectural Coatings	12.013413	12.013413																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0074650	0.0061695	0.0425384	0.0549567	0.0000832	0.0013223		0.0013223	0.0012165		0.0012165		5.8401789	5.8401789	0.0002369	0.0000473		5.8602209588812295
Architectural Coatings	2.1924479	2.1924479																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.2974021	0.2622589	0.1972321	3.3778098	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		893.09732	893.09732	0.0143441	0.0071720	2.9519026	898.5451128184064
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	0.2974021	0.2598683	0.2651278	3.1291777	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		843.88008	843.88008	0.0191255	0.0351431	0.0763974	854.9072883081456
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.0766752	0.0673908	0.0613907	0.8006060	0	0	0.2339635	0.2339635	0	0.0547960	0.0547960		223.63473	223.63473	0.0044211	0.0092844	0.3370925	226.84911303579764
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0139932	0.0122988	0.0112038	0.1461106	0	0	0.0426983	0.0426983	0	0.0100002	0.0100002		37.025283	37.025283	0.0007319	0.0015371	0.0558095	37.55745945245264
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1 Soil Carbon Accumulation By Vegetation Type - Unmitigated

Vegetation	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Total																		
Daily, Winter (Max)																		
Total																		
Annual																		
Total																		

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.2 Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Land Use	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Total																		
Daily, Winter (Max)																		
Total																		
Annual																		
Total																		

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.3 Avoided and Sequestered Emissions by Species - Unmitigated

Species	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Avoided																		
Subtotal																		
Sequestered																		
Subtotal																		
Removed																		
Subtotal																		
Daily, Winter (Max)																		
Avoided																		
Subtotal																		
Sequestered																		
Subtotal																		
Removed																		
Subtotal																		
Annual																		
Avoided																		
Subtotal																		
Sequestered																		
Subtotal																		
Removed																		
Subtotal																		

5. Activity Data

5.1 Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per W	Work Days	Phase Description
Demolition	Demolition	1/1/2022	4/29/2022	5	85	
Site Preparation	Site Preparation	5/1/2022	6/1/2022	5	23	
Grading	Grading	6/3/2022	12/30/202	5	151	
Building Construction	Building Construction	2/2/2023	5/2/2025	5	587	
Paving	Paving	1/1/2023	2/1/2023	5	23	
Architectural Coating	Architectural Coating	9/1/2024	5/15/2025	5	184	

5.2. Off-Road Equipment

5.2.1 Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1	8	33	0.73
Demolition	Excavators	Diesel	Average	3	8	36	0.38
Demolition	Rubber Tired Dozers	Diesel	Average	2	8	367	0.4
Site Preparation	Rubber Tired Dozers	Diesel	Average	3	8	367	0.4
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4	8	84	0.37
Grading	Excavators	Diesel	Average	2	8	36	0.38
Grading	Graders	Diesel	Average	1	8	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1	8	367	0.4
Grading	Scrapers	Diesel	Average	2	8	423	0.48
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2	8	84	0.37
Building Construction	Cranes	Diesel	Average	1	7	367	0.29
Building Construction	Forklifts	Diesel	Average	3	8	82	0.2
Building Construction	Generator Sets	Diesel	Average	1	8	14	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3	7	84	0.37
Building Construction	Welders	Diesel	Average	1	8	46	0.45
Paving	Pavers	Diesel	Average	2	8	81	0.42
Paving	Paving Equipment	Diesel	Average	2	8	89	0.36
Paving	Rollers	Diesel	Average	2	8	36	0.38
Architectural Coating	Air Compressors	Diesel	Average	1	6	37	0.48

5.3. Construction Vehicles

5.3.1 Unmitigated

Phase Name	Trip Type	One-Way T	Miles per T	Vehicle Mix
Demolition				
Demolition	Worker	15	11.7	LDA,LDT1,LDT2
Demolition	Vendor		8.4	HHDT,MHDT
Demolition	Hauling	20.470588	20	HHDT
Demolition	Onsite truck			HHDT
Site Preparation				
Site Preparation	Worker	17.5	11.7	LDA,LDT1,LDT2
Site Preparation	Vendor		8.4	HHDT,MHDT
Site Preparation	Hauling	0	20	HHDT
Site Preparation	Onsite truck			HHDT
Grading				
Grading	Worker	20	11.7	LDA,LDT1,LDT2
Grading	Vendor		8.4	HHDT,MHDT
Grading	Hauling	6.2119205	20	HHDT
Grading	Onsite truck			HHDT
Building Construction				
Building Construction	Worker	542.19999	11.7	LDA,LDT1,LDT2
Building Construction	Vendor	106.469	8.4	HHDT,MHDT
Building Construction	Hauling	0	20	HHDT
Building Construction	Onsite truck			HHDT
Paving				
Paving	Worker	15	11.7	LDA,LDT1,LDT2
Paving	Vendor		8.4	HHDT,MHDT
Paving	Hauling	0	20	HHDT
Paving	Onsite truck			HHDT
Architectural Coating				
Architectural Coating	Worker	108.44	11.7	LDA,LDT1,LDT2
Architectural Coating	Vendor		8.4	HHDT,MHDT
Architectural Coating	Hauling	0	20	HHDT
Architectural Coating	Onsite truck			HHDT

5. Activity Data
5.5 Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	1176120	392040	18526.124	3725.1249	16371.589695239067

5.6. Dust Mitigation

5.6.1 Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Demolition	0	0	0	6958	
Site Preparation			34.5	0	
Grading		7500	453	0	
Paving	0	0	0	0	6.263999730348587

5.6. Dust Mitigation

5.6.2 Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61	61
Water Demolished Area	2	36	36

5. Activity Data

5.7 Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Enclosed Parking Structure	5.6249997	100
Parking Lot	0.6389999	100
Apartments Mid Rise		0
Strip Mall	0	0

5. Activity Data

5.8 Construction Electricity Consumption and Emissions Factors

Year	kWh per Y	CO2	CH4	N2O
2022	0	203.983	0.033	0.0040000000189989805
2023	0	203.983	0.033	0.0040000000189989805
2024	0	203.983	0.033	0.0040000000189989805
2025	0	203.983	0.033	0.0040000000189989805

1. Basic Project Information

1.2 Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Enclosed Parking Structure	625	Space	5.624999757856131	250000	0			
Parking Lot	71	Space	0.6389999724924564	0	0			
Apartments Mid Rise	605	Dwelling U	15.921052750200033	580800	0		1742	
Strip Mall	5	1000sqft	0.11478420346975327	5000	0			

1. Basic Project Information

1.1 Basic Project Information

Data Field	Value
Project Name	Woodland Park v2
Construction Start Date	1/1/2022
Lead Agency	
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	4.2
Precipitation (days)	18.8
Location	37.46104672649818, -122.14392583276054
County	San Mateo
City	East Palo Alto
Air District	Bay Area AQMD
Air Basin	San Francisco Bay Area
TAZ	1282
EDFZ	1
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.24

2. Emissions Summary

2.1 Construction Emissions Compared Against Thresholds

Un/Mit.	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Unmit.	48.559136	47.930061	10.130374	40.998873	0.0664787	0.2621975	7.8108969	7.9104964	0.2385045	3.9738628	4.0734623		11132.141	11132.141	0.5307583	0.6839418	27.708390	11376.93304643325
Daily, Winter (Max)																		
Unmit.	48.540097	47.896678	10.775758	39.387216	0.0664787	0.2626488	6.1484086	6.3398318	0.2389558	1.4955522	1.6909644		10828.778	10828.778	0.5594466	0.6839418	0.7195578	11047.299208847437
Average Daily (Max)																		
Unmit.	12.806806	12.557491	6.9647255	25.590476	0.0424477	0.1519563	3.9289116	4.0507997	0.1427651	0.9416495	1.0844146		7290.8179	7290.8179	0.3787070	0.4725703	7.8785971	7448.990181215303
Annual (Max)																		
Unmit.	2.3372421	2.2917421	1.2710624	4.6702618	0.0077467	0.0277320	0.7170263	0.7392709	0.0260546	0.1718510	0.1979056		1207.0781	1207.0781	0.0626992	0.0782394	1.3043916	1233.265331959061

2. Emissions Summary

2.2 Construction Emissions by Year, Unmitigated

Year	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily - Summer (Max)																		
2022	1.3353887	0.9441070	8.8990497	36.768309	0.0664787	0.2621975	7.8108969	7.9104964	0.2385045	3.9738628	4.0734623		7286.3390	7286.3390	0.4117767	0.3092682	3.8317095	7339.826722923519
2023	2.7634073	2.3125044	9.4741170	37.977238	0.0431115	0.1677405	5.2519908	5.4197314	0.1606353	1.2578575	1.4184928		10233.262	10233.262	0.5085973	0.6477134	26.548428	10465.544175551588
2024	48.559136	47.930061	10.130374	40.998873	0.0448409	0.1914232	6.1484086	6.3398318	0.1824233	1.4679764	1.6503997		11132.141	11132.141	0.5307583	0.6839418	27.708390	11376.93304643325
2025	48.380799	47.758788	9.6068454	39.070838	0.0448429	0.1798199	6.1484086	6.3282286	0.1717483	1.4679764	1.6397247		10954.282	10954.282	0.4943521	0.4963987	25.352272	11139.920666011012
Daily - Winter (Max)																		
2022	1.3341554	0.9429943	9.0643496	36.709959	0.0664787	0.2626488	3.8746413	4.0789334	0.2389558	1.4955522	1.6909644		7276.3328	7276.3328	0.4124381	0.3095988	0.0991671	7328.247362320695
2023	2.7348059	2.2719496	10.061211	36.519499	0.0431115	0.1700878	5.2519908	5.4220786	0.1629825	1.2578575	1.4208401		9973.7578	9973.7578	0.5325043	0.6596668	0.6893227	10184.340545122222
2024	48.540097	47.896678	10.775758	39.387216	0.0448409	0.1914232	6.1484086	6.3398318	0.1824233	1.4679764	1.6503997		10828.778	10828.778	0.5594466	0.6839418	0.7195578	11047.299208847437
2025	48.376105	47.739749	10.215143	37.620357	0.0448429	0.1798199	6.1484086	6.3282286	0.1717483	1.4679764	1.6397247		10658.635	10658.635	0.5230405	0.6642254	0.6568779	10870.307705424893
Average Daily																		
2022	0.7759734	0.6290795	4.7187131	21.819639	0.0424477	0.1519563	2.4906426	2.6425989	0.1427651	0.9416495	1.0844146		4575.4422	4575.4422	0.2559419	0.1349087	0.7179896	4622.761643588655
2023	1.8471647	1.5431780	6.5555269	24.086074	0.0289735	0.1171915	3.3900147	3.5072062	0.1120483	0.8114489	0.9234972		6611.7027	6611.7027	0.3510651	0.4231702	7.4997166	6754.083802867108
2024	12.806806	12.375883	6.9647255	25.590476	0.0312927	0.1218881	3.9289116	4.0507997	0.1166593	0.9393951	1.0560545		7290.8179	7290.8179	0.3787070	0.4725703	7.8785971	7448.990181215303
2025	12.708133	12.557491	2.4075030	8.9385787	0.0107500	0.0436293	1.4731228	1.5167521	0.0416464	0.3514213	0.3930677		2573.4520	2573.4520	0.1220135	0.1595038	2.6478369	2626.6823574804066
Annual																		
2022	0.1416151	0.1148070	0.8611651	3.9820841	0.0077467	0.0277320	0.4545422	0.4822743	0.0260546	0.1718510	0.1979056		757.51668	757.51668	0.0423741	0.0223356	0.1188713	765.350944793143
2023	0.3371075	0.2816299	1.1963836	4.3957086	0.0052876	0.0213874	0.6186776	0.6400651	0.0204488	0.1480894	0.1685382		1094.6428	1094.6428	0.0581228	0.0700606	1.2416636	1118.2156507908367
2024	2.3372421	2.2585987	1.2710624	4.6702618	0.0057109	0.0222445	0.7170263	0.7392709	0.0212903	0.1714396	0.1927299		1207.0781	1207.0781	0.0626992	0.0782394	1.3043916	1233.265331959061
2025	2.3192342	2.2917421	0.4393693	1.6312906	0.0019618	0.0079623	0.2688449	0.2768072	0.0076004	0.0641343	0.0717348		426.06435	426.06435	0.0202007	0.0264076	0.4383796	434.877239832873

3. Construction Emissions Details

3.1 Demolition (2022) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipme	0.9526967	0.8379583	5.7112665	18.450465	0.0324668	0.2351196		0.2351196	0.2204526		0.2204526		3421.7948	3421.7948	0.1388029	0.0277605		3433.537564823017
Demolition							1.1967322	1.1967322		0.1812194	0.1812194							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipme	0.9526967	0.8379583	5.7112665	18.450465	0.0324668	0.2351196		0.2351196	0.2204526		0.2204526		3421.7948	3421.7948	0.1388029	0.0277605		3433.537564823017
Demolition							1.1967322	1.1967322		0.1812194	0.1812194							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipme	0.2218608	0.1951409	1.3300209	4.2966836	0.0075607	0.0547538		0.0547538	0.0513382		0.0513382		796.85633	796.85633	0.0323239	0.0064647		799.5909397533053
Demolition							0.2786910	0.2786910		0.0422017	0.0422017							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipme	0.0404896	0.0356132	0.2427288	0.7841447	0.0013798	0.0099925		0.0099925	0.0093692		0.0093692		131.92865	131.92865	0.0053516	0.0010703		132.38140496319386
Demolition							0.0508611	0.0508611		0.0077018	0.0077018							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.0545974	0.0497362	0.0408737	0.6168423	0	0	0.1239972	0.1239972	0	0.0290647	0.0290647		132.08032	132.08032	0.0026455	0.0048611	0.5920129	134.18711388042004
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.3280945	0.0564124	3.1469095	1.7122292	0.0185032	0.0270779	0.3885505	0.4156284	0.0180519	0.1039071	0.1219590		1702.4080	1702.4080	0.2703282	0.2766464	3.2396965	1794.8465844864454
Daily, Winter (Max)																		
Worker	0.0542667	0.0490748	0.0509267	0.5724633	0	0	0.1239972	0.1239972	0	0.0290647	0.0290647		124.74353	124.74353	0.0033069	0.0051918	0.0152706	126.38866364084039
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.3271919	0.0559611	3.3021563	1.7149370	0.0185032	0.0275292	0.3885505	0.4160797	0.0185032	0.1039071	0.1224103		1701.6706	1701.6706	0.2703282	0.2766464	0.0838965	1790.9533433368601
Average Daily																		
Worker	0.0124064	0.0111203	0.0107276	0.1279226	0	0	0.0285274	0.0285274	0	0.0066813	0.0066813		29.139041	29.139041	0.0006930	0.0012090	0.0592695	29.575940818722053
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0763004	0.0130320	0.7582754	0.3976873	0.0043089	0.0064109	0.0896710	0.0960820	0.0043089	0.0239942	0.0283032		396.37867	396.37867	0.0629531	0.0644245	0.3246238	417.47562653378077
Annual																		
Worker	0.0022641	0.0020294	0.0019577	0.0233458	0	0	0.0052062	0.0052062	0	0.0012193	0.0012193		4.8243008	4.8243008	0.0001147	0.0002001	0.0098127	4.896634521520057
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0139248	0.0023783	0.1383852	0.0725779	0.0007863	0.0011699	0.0163649	0.0175349	0.0007863	0.0043789	0.0051653		65.625012	65.625012	0.0104226	0.0106662	0.0537451	69.11785418114232

3. Construction Emissions Details

3.3 Site Preparation (2022) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.4979978	0.4979978	2.5895884	28.307777	0.0488124	0.0995995		0.0995995	0.0995995		0.0995995		5290.8466	5290.8466	0.2146198	0.0429239		5309.0034478245125
Dust From Material Move							7.66623342	7.6662334		3.9399539	3.9399539							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Average Daily																		
Off-Road Equipment	0.0313806	0.0313806	0.1631795	1.7837777	0.0030758	0.0062761		0.0062761	0.0062761		0.0062761		333.39581	333.39581	0.0135239	0.0027047		334.539943287572
Dust From Material Move							0.48307772	0.4830777		0.2482710	0.2482710							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0057269	0.0057269	0.0297802	0.3255394	0.0005613	0.0011453		0.0011453	0.0011453		0.0011453		55.197481	55.197481	0.0022390	0.0004478		55.386905362358945
Dust From Material Move							0.08816168	0.0881616		0.0453094	0.0453094							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.0636970	0.0580256	0.0476859	0.7196494	0	0	0.14466351	0.1446635	0	0.0339088	0.0339088		154.09371	154.09371	0.0030864	0.0056713	0.690681	156.55163286049
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Average Daily																		
Worker	0.0039165	0.0035105	0.0033865	0.0403834	0	0	0.00900572	0.0090057	0	0.0021092	0.0021092		9.1987953	9.1987953	0.0002188	0.0003816	0.018710	9.336718572184806
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0007147	0.0006406	0.0006180	0.0073699	0	0	0.00164354	0.0016435	0	0.0003849	0.0003849		1.5229655	1.5229655	0.0000362	0.0000631	0.003097	1.5458003097347632
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.5 Grading (2022) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.869207867(	0.8255518	4.8802237	35.426266	0.0608638	0.1959381		0.1959381	0.1897972		0.1897972		6593.6261	6593.6261	0.2674663	0.0534932		6616.253807053484
Dust From Material Movement							3.5914036	3.5914036		1.4252679	1.4252679							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.869207867(	0.8255518	4.8802237	35.426266	0.0608638	0.1959381		0.1959381	0.1897972		0.1897972		6593.6261	6593.6261	0.2674663	0.0534932		6616.253807053484
Dust From Material Movement							3.5914036	3.5914036		1.4252679	1.4252679							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.3595901038	0.3415296	2.0189418	14.655798	0.0251792	0.0810593		0.0810593	0.0785188		0.0785188		2727.7741	2727.7741	0.1106504	0.0221300		2737.1351366166464
Dust From Material Movement							1.4857587	1.4857587		0.5896314	0.5896314							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0656251939	0.0623291	0.3684568	2.6746831	0.0045952	0.0147933		0.0147933	0.0143296		0.0143296		451.61413	451.61413	0.0183194	0.0036638		453.16395789980857
Dust From Material Movement							0.2711509	0.2711509		0.1076077	0.1076077							
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.0727966389	0.0663150	0.0544982	0.8224565	0	0	0.1653297	0.1653297	0	0.0387530	0.0387530		176.10710	176.10710	0.0035273	0.0064815	0.7893505	178.91615184056002
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0995622175	0.0171186	0.9549482	0.5195860	0.0056149	0.0082169	0.1179079	0.1261249	0.0054779	0.0315312	0.0370092		516.60574	516.60574	0.0820326	0.0839499	0.9831049	544.6567640294751
Daily, Winter (Max)																		
Worker	0.0723557143	0.0654331	0.0679023	0.7632844	0	0	0.1653297	0.1653297	0	0.0387530	0.0387530		166.32471	166.32471	0.0044092	0.0069225	0.0203608	168.51821818778723
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0992883187	0.0169817	1.0020587	0.5204077	0.0056149	0.0083539	0.1179079	0.1262618	0.0056149	0.0315312	0.0371461		516.38196	516.38196	0.0820326	0.0839499	0.0254588	543.475337079424
Average Daily																		
Worker	0.0293862303	0.0263399	0.0254096	0.3030010	0	0	0.0675709	0.0675709	0	0.0158256	0.0158256		69.019532	69.019532	0.0016416	0.0028638	0.1403873	70.05438531179654
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0411320972	0.0070253	0.4087714	0.2143854	0.0023228	0.0034560	0.0483399	0.0517959	0.0023228	0.0129348	0.0152577		213.67999	213.67999	0.0339368	0.0347299	0.1749983	225.05295269464742
Annual																		
Worker	0.0053629870	0.0048070	0.0046372	0.0552976	0	0	0.0123316	0.0123316	0	0.0028881	0.0028881		11.426971	11.426971	0.0002718	0.0004741	0.0232427	11.598302945090646
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0.0075066077	0.0012821	0.0746007	0.0391253	0.0004239	0.0006307	0.0088220	0.0094527	0.0004239	0.0023606	0.0027845		35.377161	35.377161	0.0056186	0.0057499	0.0289729	37.26008461029398

3. Construction Emissions Details

3.7 Building Construction (2023) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.5737298	0.5084261	3.2518838	15.011844	0.0233947	0.1283069		0.1283069	0.1212016		0.1212016		2397.3867	2397.3867	0.0972484	0.0194496		2405.6139301730127
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.5737298	0.5084261	3.2518838	15.011844	0.0233947	0.1283069		0.1283069	0.1212016		0.1212016		2397.3867	2397.3867	0.0972484	0.0194496		2405.6139301730127
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.3738787	0.3313226	2.1191336	9.7826698	0.0152454	0.0836129		0.0836129	0.0789826		0.0789826		1562.2891	1562.2891	0.0633732	0.0126746		1567.650565063822
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0682328	0.0604663	0.3867418	1.7853372	0.0027823	0.0152593		0.0152593	0.001441		0.014414		258.65480	258.65480	0.0104921	0.0020984		259.54244098678913
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	1.7141267	1.6782663	1.3136856	20.120070	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4668.1681	4668.1681	0.0836742	0.1757159	18.879377	4741.502715563019
Vendor	0.4755507	0.1258120	4.9085475	2.8453239	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3167.7073	3167.7073	0.3276746	0.4525478	7.6690516	3318.4275298155544
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	1.6902197	1.6424059	1.6651175	18.616324	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4409.6257	4409.6257	0.1075811	0.1876693	0.4899838	4468.7307339877925
Vendor	0.4708562	0.1211175	5.1442104	2.8913298	0.0197168	0.0417808	0.7699019	0.8116828	0.0417808	0.2072631	0.2490439		3166.7454	3166.7454	0.3276746	0.4525478	0.1993389	3309.995880961418
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	1.0858751	1.0547165	0.9705885	11.724179	0	0	2.8855499	2.8855499	0	0.6758181	0.6758181		2882.4322	2882.4322	0.0701067	0.1145076	5.3173980	2923.6255936665257
Vendor	0.3083694	0.0819871	3.3060994	1.8756080	0.0128487	0.0256974	0.4967455	0.5224429	0.0256974	0.1338229	0.1595203		2064.0137	2064.0137	0.2135335	0.2949088	2.1680939	2159.4029903170945
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.1981722	0.1924857	0.1771324	2.1396627	0	0	0.5266128	0.5266128	0	0.1233368	0.1233368		477.21955	477.21955	0.0116069	0.0189580	0.8803559	484.03958128307005
Vendor	0.0562774	0.0149626	0.6033631	0.3422984	0.0023448	0.0046897	0.0906560	0.0953458	0.0046897	0.0244226	0.0291124		341.72102	341.72102	0.0353529	0.0488255	0.3589526	357.5138080330123
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.9 Building Construction (2024) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.5540617	0.4921714	3.2067434	14.995302	0.0233979	0.1201204		0.1201204	0.1136700		0.1136700		2397.6300	2397.6300	0.0972583	0.0194516		2405.8580622382865
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.5540617	0.4921714	3.2067434	14.995302	0.0233979	0.1201204		0.1201204	0.1136700		0.1136700		2397.6300	2397.6300	0.0972583	0.0194516		2405.8580622382865
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.3968426	0.3525141	2.2968064	10.740275	0.0167586	0.0860353		0.0860353	0.0814153		0.0814153		1717.2848	1717.2848	0.0696605	0.0139321		1723.1781815640175
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0724237	0.0643338	0.4191671	1.9601002	0.0030584	0.0157014		0.0157014	0.014858		0.014858		284.31611	284.31611	0.0115331	0.0023066		285.29181277084774
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	1.5945920	1.4188761	1.1499232	18.410725	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4566.0044	4566.0044	0.0836742	0.1757159	16.699449	4637.159144241759
Vendor	0.4534867	0.1258120	4.6357982	2.7641094	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3121.7837	3121.7837	0.3276746	0.4525478	7.6690516	3272.5038764233623
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	1.5826386	1.3949692	1.4894015	17.031295	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4313.7480	4313.7480	0.1075811	0.1757159	0.4339856	4369.234879843747
Vendor	0.4487922	0.1211175	4.8738084	2.8077680	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3121.1292	3121.1292	0.3276746	0.4525478	0.1987750	3264.3791561151643
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	1.1164301	0.9820133	0.9494793	11.802139	0	0	3.1715053	3.1715053	0	0.7427911	0.7427911		3099.2923	3099.2923	0.0684926	0.1258552	5.1711014	3143.68063820593
Vendor	0.3231253	0.0867495	3.4383762	1.9875065	0.0141220	0.0282440	0.5459725	0.5742166	0.0282440	0.1470846	0.1753287		2235.7431	2235.7431	0.2346945	0.3241340	2.3627556	2340.565222816477
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.2037484	0.1792174	0.1732799	2.1538903	0	0	0.5787997	0.5787997	0	0.1355593	0.1355593		513.12321	513.12321	0.0113397	0.0208367	0.8561348	520.4722051624154
Vendor	0.0589703	0.0158317	0.6275036	0.3627199	0.0025772	0.0051545	0.0996399	0.1047945	0.0051545	0.0268429	0.0319974		370.15279	370.15279	0.0388563	0.0536640	0.3911811	387.50728303653875
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.11 Building Construction (2025) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.5371386	0.4781854	3.1631013	14.981241	0.0233999	0.1129597		0.1129597	0.1070822		0.1070822		2397.6802	2397.6802	0.0972603	0.0194520		2405.9084851811863
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.5371386	0.4781854	3.1631013	14.981241	0.0233999	0.1129597		0.1129597	0.1070822		0.1070822		2397.6802	2397.6802	0.0972603	0.0194520		2405.9084851811863
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.1282405	0.1141656	0.7551827	3.5767346	0.0055866	0.0269688		0.0269688	0.0255656		0.0255656		572.44029	572.44029	0.0232206	0.0046441		574.4047655422794
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0234038	0.0208352	0.1378208	0.6527540	0.0010195	0.0049218		0.0049218	0.004666		0.0046657		94.774023	94.774023	0.0038444	0.0007688		95.09926401054693
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	1.4870109	1.3112949	0.9861607	16.889049	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4465.4866	4465.4866	0.0717207	0.0358603	14.759513	4492.725564092032
Vendor	0.4314226	0.1060952	4.3780714	2.6828949	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3064.4961	3064.4961	0.3056106	0.4328309	7.6408565	3208.76087827112
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	1.4870109	1.2993415	1.3256391	15.645888	0	0	4.4820889	4.4820889	0	1.0505944	1.0505944		4219.4004	4219.4004	0.0956277	0.1757159	0.3819874	4274.5364415407275
Vendor	0.4267281	0.1014007	4.5789950	2.7242063	0.0197168	0.0394336	0.7699019	0.8093356	0.0394336	0.2072631	0.2466967		3064.1524	3064.1524	0.3056106	0.4328309	0.1984931	3200.974864746566
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.3464586	0.3045068	0.2773952	3.6175532	0	0	1.0571684	1.0571684	0	0.2475970	0.2475970		1010.4977	1010.4977	0.0199770	0.0419517	1.5231591	1025.0219181617522
Vendor	0.1024407	0.0242091	1.0804468	0.6425520	0.0047073	0.0094146	0.1819908	0.1914055	0.0094146	0.0490282	0.0584429		731.60429	731.60429	0.0729637	0.1033373	0.7875852	765.01050509409366
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0632287	0.0555725	0.0506246	0.6602034	0	0	0.1929332	0.1929332	0	0.0451864	0.0451864		167.29942	167.29942	0.0033074	0.0069455	0.2521763	169.7040760444156
Vendor	0.0186954	0.0044181	0.1971815	0.1172657	0.0008590	0.0017181	0.0332133	0.0349315	0.0017181	0.0089476	0.0106658		121.12544	121.12544	0.0120799	0.0171086	0.1303937	126.65621936657647
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.13 Paving (2023) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Daily, Winter (Max)																		
Off-Road Equipment	0.4947032	0.4342973	2.4932496	10.668374	0.0139545	0.1250712		0.1250712	0.1169297		0.1169297		1511.6825	1511.6825	0.0613204	0.0122640		1516.8702125988345
Paving	0.7135512	0.7135512																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.0311730	0.0273666	0.1571088	0.6722537	0.0008793	0.0078812		0.0078812	0.0073681		0.0073681		95.256705	95.256705	0.0038640	0.0007728		95.58360243773477
Paving	0.0449635	0.0449635																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0056890	0.0049944	0.0286723	0.1226863	0.0001604	0.0014383		0.0014383	0.0013446		0.0013446		15.770834	15.770834	0.0006397	0.0001279		15.824956178286142
Paving	0.0082058	0.0082058																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Daily, Winter (Max)																		
Worker	0.0467600	0.0454372	0.0460655	0.5150218	0	0	0.1239972	0.1239972	0	0.0290647	0.0290647		121.99259	121.99259	0.0029762	0.0051918	0.0135554	123.6277407041994
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.0029048	0.0028214	0.0025964	0.0313635	0	0	0.0077191	0.0077191	0	0.0018078	0.0018078		7.7108542	7.7108542	0.0001875	0.0003063	0.0142246	7.8210513819293321
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0005301	0.0005149	0.0004738	0.0057238	0	0	0.0014087	0.0014087	0	0.0003299	0.0003299		1.2766199	1.2766199	0.0000310	0.0000507	0.0023550	1.2948643096788572
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.15 Architectural Coating (2024) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.1650835	0.1364326	0.9079251	1.1465922	0.0017261	0.0318691		0.0318691	0.0293196		0.0293196		133.52192	133.52192	0.0054162	0.0010832		133.9801346814896
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.1650835	0.1364326	0.9079251	1.1465922	0.0017261	0.0318691		0.0318691	0.0293196		0.0293196		133.52192	133.52192	0.0054162	0.0010832		133.9801346814896
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.0394132	0.0325729	0.2167648	0.2737460	0.0004121	0.0076086		0.0076086	0.0069999		0.0069999		31.878032	31.878032	0.0012931	0.0002586		31.98742941515016
Architectural Coatings	10.856566	10.856566																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0071929	0.0059445	0.0395595	0.0499586	0.0000752	0.0013885		0.0013885	0.0012774		0.0012774		5.2777720	5.2777720	0.0002140	0.0000428		5.29588397843157
Architectural Coatings	1.9813233	1.9813233																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.3189184	0.2837752	0.2299846	3.6821450	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		913.20089	913.20089	0.0167348	0.0351431	3.3398898	927.431828848352
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	0.3165277	0.2789938	0.2978803	3.4062590	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		862.74960	862.74960	0.0215162	0.0351431	0.0867971	873.8469759687495
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.0744286	0.0654675	0.0632986	0.7868092	0	0	0.2114336	0.2114336	0	0.0495194	0.0495194		206.61949	206.61949	0.0045661	0.0083903	0.3447400	209.57870921372867
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0135832	0.0119478	0.0115519	0.1435926	0	0	0.0385866	0.0385866	0	0.0090372	0.0090372		34.208214	34.208214	0.0007559	0.0013891	0.0570756	34.698147010827704
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

3. Construction Emissions Details

3.17 Architectural Coating (2025) - Unmitigated

Location	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Onsite																		
Daily, Summer (Max)																		
Off-Road Equipment	0.1548316	0.1279600	0.8822796	1.1398431	0.0017261	0.0274265		0.0274265	0.0252324		0.0252324		133.52241	133.52241	0.0054162	0.0010832		133.9806256482684
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Off-Road Equipment	0.1548316	0.1279600	0.8822796	1.1398431	0.0017261	0.0274265		0.0274265	0.0252324		0.0252324		133.52241	133.52241	0.0054162	0.0010832		133.9806256482684
Architectural Coatings	45.472993	45.472993																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Off-Road Equipment	0.0409046	0.0338054	0.2330875	0.3011327	0.0004560	0.0072457		0.0072457	0.0066661		0.0066661		35.275000	35.275000	0.0014309	0.0002861		35.39605569964037
Architectural Coatings	12.013413	12.013413																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Off-Road Equipment	0.0074650	0.0061695	0.0425384	0.0549567	0.0000832	0.0013223		0.0013223	0.0012165		0.0012165		5.8401789	5.8401789	0.0002369	0.0000473		5.8602209588812295
Architectural Coatings	2.1924479	2.1924479																
Onsite truck	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Offsite																		
Daily, Summer (Max)																		
Worker	0.2974021	0.2622589	0.1972321	3.3778098	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		893.09732	893.09732	0.0143441	0.0071720	2.9519026	898.5451128184064
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Daily, Winter (Max)																		
Worker	0.2974021	0.2598683	0.2651278	3.1291777	0	0	0.8964177	0.8964177	0	0.2101188	0.2101188		843.88008	843.88008	0.0191255	0.0351431	0.0763974	854.9072883081456
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Average Daily																		
Worker	0.0766752	0.0673908	0.0613907	0.8006060	0	0	0.2339635	0.2339635	0	0.0547960	0.0547960		223.63473	223.63473	0.0044211	0.0092844	0.3370925	226.84911303579764
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Annual																		
Worker	0.0139932	0.0122988	0.0112038	0.1461106	0	0	0.0426983	0.0426983	0	0.0100002	0.0100002		37.025283	37.025283	0.0007319	0.0015371	0.0558095	37.55745945245264
Vendor	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Hauling	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1 Soil Carbon Accumulation By Vegetation Type - Unmitigated

Vegetation	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Total																		
Daily, Winter (Max)																		
Total																		
Annual																		
Total																		

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.2 Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Land Use	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Total																		
Daily, Winter (Max)																		
Total																		
Annual																		
Total																		

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.3 Avoided and Sequestered Emissions by Species - Unmitigated

Species	TOG	ROG	NOx	CO	SO_2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO_2	$NBCO_2$	CO_2T	CH_4	N_2O	R	CO_2e
Daily, Summer (Max)																		
Avoided																		
Subtotal																		
Sequestered																		
Subtotal																		
Removed																		
Subtotal																		
Daily, Winter (Max)																		
Avoided																		
Subtotal																		
Sequestered																		
Subtotal																		
Removed																		
Subtotal																		
Annual																		
Avoided																		
Subtotal																		
Sequestered																		
Subtotal																		
Removed																		
Subtotal																		

5. Activity Data

5.1 Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	1/1/2022	4/29/2022	5	85	
Site Preparation	Site Preparation	5/1/2022	6/1/2022	5	23	
Grading	Grading	6/3/2022	12/30/202	5	151	
Building Construction	Building Construction	2/2/2023	5/2/2025	5	587	
Paving	Paving	1/1/2023	2/1/2023	5	23	
Architectural Coating	Architectural Coating	9/1/2024	5/15/2025	5	184	

5.2. Off-Road Equipment

5.2.1 Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1	8	33	0.73
Demolition	Excavators	Diesel	Average	3	8	36	0.38
Demolition	Rubber Tired Dozers	Diesel	Tier 4 Final	2	8	367	0.4
Site Preparation	Rubber Tired Dozers	Diesel	Tier 4 Final	3	8	367	0.4
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Tier 4 Final	4	8	84	0.37
Grading	Excavators	Diesel	Average	2	8	36	0.38
Grading	Graders	Diesel	Tier 4 Final	1	8	148	0.41
Grading	Rubber Tired Dozers	Diesel	Tier 4 Final	1	8	367	0.4
Grading	Scrapers	Diesel	Tier 4 Final	2	8	423	0.48
Grading	Tractors/Loaders/Backhoes	Diesel	Tier 4 Final	2	8	84	0.37
Building Construction	Cranes	Diesel	Tier 4 Final	1	7	367	0.29
Building Construction	Forklifts	Diesel	Tier 4 Final	3	8	82	0.2
Building Construction	Generator Sets	Diesel	Average	1	8	14	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Tier 4 Final	3	7	84	0.37
Building Construction	Welders	Diesel	Average	1	8	46	0.45
Paving	Pavers	Diesel	Tier 4 Final	2	8	81	0.42
Paving	Paving Equipment	Diesel	Tier 4 Final	2	8	89	0.36
Paving	Rollers	Diesel	Average	2	8	36	0.38
Architectural Coating	Air Compressors	Diesel	Average	1	6	37	0.48

5.3. Construction Vehicles

5.3.1 Unmitigated

Phase Name	Trip Type	One-Way T	Miles per T	Vehicle Mix
Demolition				
Demolition	Worker	15	11.7	LDA,LDT1,LDT2
Demolition	Vendor		8.4	HHDT,MHDT
Demolition	Hauling	20.470588	20	HHDT
Demolition	Onsite truck			HHDT
Site Preparation				
Site Preparation	Worker	17.5	11.7	LDA,LDT1,LDT2
Site Preparation	Vendor		8.4	HHDT,MHDT
Site Preparation	Hauling	0	20	HHDT
Site Preparation	Onsite truck			HHDT
Grading				
Grading	Worker	20	11.7	LDA,LDT1,LDT2
Grading	Vendor		8.4	HHDT,MHDT
Grading	Hauling	6.2119205	20	HHDT
Grading	Onsite truck			HHDT
Building Construction				
Building Construction	Worker	542.19999	11.7	LDA,LDT1,LDT2
Building Construction	Vendor	106.469	8.4	HHDT,MHDT
Building Construction	Hauling	0	20	HHDT
Building Construction	Onsite truck			HHDT
Paving				
Paving	Worker	15	11.7	LDA,LDT1,LDT2
Paving	Vendor		8.4	HHDT,MHDT
Paving	Hauling	0	20	HHDT
Paving	Onsite truck			HHDT
Architectural Coating				
Architectural Coating	Worker	108.44	11.7	LDA,LDT1,LDT2
Architectural Coating	Vendor		8.4	HHDT,MHDT
Architectural Coating	Hauling	0	20	HHDT
Architectural Coating	Onsite truck			HHDT

5. Activity Data

5.5 Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	1176120	392040	18526.124525349587	3725.1249472610652	16371.589695239067

5.6. Dust Mitigation

5.6.1 Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Demolition	0	0	0	6958	
Site Preparation			34.5	0	
Grading		7500	453	0	
Paving	0	0	0	0	6.263999730348587

5.6. Dust Mitigation

5.6.2 Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Are	2	61	61
Water Demolished	2	36	36

5. Activity Data

5.7 Construction Paving

Land Use	Area Paved (acre	% Asphalt
Enclosed Parking Structure	5.624999757856	100
Parking Lot	0.638999972492	100
Apartments Mid Rise		0
Strip Mall	0	0

CONSTRUCTION (UNMITIGATED)

Construction Duration (days)					Number of Months
2022	**2023**	**2024**	**2025**	**Total**	40
259	260	349	185	1053	3.333333333

	2022		**Days**	**Vendor**	**Hauling**
Demo	1/1/2022	4/29/2022	85	0	20
Site Prep	5/1/2022	6/1/2022	23	0	0
Grading	6/3/2022	12/30/2022	151	0	6
	2023				
Paving	1/1/2023	2/1/2023	23	0	0
Building	2/2/2023	12/31/2023	237	106	0
	2024				
Building	1/1/2024	12/31/2024	262	106	0
Arch	9/1/2024	12/31/2024	87	0	0
	2025				
Building	1/1/2025	5/2/2025	88	106	0
Arch	1/1/2025	5/15/2025	97	0	0

On-Site Construction PM2.5 Exhaust (tons/yr)

Year	Phase	Unmitigated
2022	Demo	5.13E-02
2022	Site Prep	2.10E-02
2022	Grading	1.22E-01
	Total 2022	**1.94E-01**
2023	Paving	4.36E-02
2023	Building	6.05E-02
	Total 2023	**1.04E-01**
2024	Building	5.99E-02
2024	Arch	1.28E-03
	Total 2024	**6.11E-02**
2025	Building	1.73E-02
2025	Arch	1.22E-03
	Total 2025	**1.85E-02**

Construction Group: ONSITE

PM2.5 Exhaust Onsite

Year	Tons/Year	g/s	Weighted Average On-Site Rate	AERMOD Unitized Rate (g/s)
2022	1.94E-01	0.007872	**3.93E-03**	1
2023	1.04E-01	0.004221		
2024	6.11E-02	0.002478		
2025	1.85E-02	0.000751		

CONSTRUCTION (MITIGATED)

Construction Duration (days)					Number of Months
2022	**2023**	**2024**	**2025**	**Total**	40
259	260	349	185	1053	3.333333333

	2022		**Days**	**Vendor**	**Hauling**
Demo	1/1/2022	4/29/2022	85	0	20
Site Prep	5/1/2022	6/1/2022	23	0	0
Grading	6/3/2022	12/30/2022	151	0	6
	2023				
Paving	1/1/2023	2/1/2023	23	0	0
Building	2/2/2023	12/31/2023	237	106	0
	2024				
Building	1/1/2024	12/31/2024	262	106	0
Arch	9/1/2024	12/31/2024	87	0	0
	2025				
Building	1/1/2025	5/2/2025	88	106	0
Arch	1/1/2025	5/15/2025	97	0	0

On-Site Construction PM2.5 Exhaust (tons/yr)

Year	**Phase**	**Mitigated**
2022	Demo	9.37E-03
2022	Site Prep	1.15E-03
2022	Grading	1.43E-02
	Total 2022	**2.48E-02**
2023	Paving	1.34E-03
2023	Building	1.44E-03
	Total 2023	**2.79E-03**
2024	Building	1.49E-02
2024	Arch	1.28E-03
	Total 2024	**1.61E-02**
2025	Building	4.67E-03
2025	Arch	1.22E-03
	Total 2025	**5.88E-03**

Construction
Group: ONSITE

PM2.5 Exhaust Onsite

Year	**Tons/Year**	**g/s**	**Weighted Average On-Site Rate**	**AERMOD Unitized Rate (g/s)**
2022	2.48E-02	0.001007	**5.34E-04**	1
2023	2.79E-03	0.000113		
2024	1.61E-02	0.000654		
2025	5.88E-03	0.000238		

CONSTRUCTION RISK (UNMITIGATED)

CONSTRUCTION RISK (UNMITIGATED)

	Unmitigated
Onsite	
	3.93E-03

	Discrete Receptor ID	X	Y	X, Y	Concentration (AVERAGE CONC) [ug/m^3] at 1 g/s Onsite	Concentration (AVERAGE CONC) [ug/m^3] Onsite	Unmitigated Total	Residential Dose 3rd Tri	Risk by Age Group 0<2	2<9	9<16	16<30	3rd Tri	0<2	2<9	9<16	16<30	Total Risk
1	UCART1	575471.9	4146008.07	575471.86, 4146008.07	1.55332	6.11E-03	6.11E-03	2.1E-06	6.4E-06	3.3E-06	3.3E-06	1.5E-06	7.1E-08	1.7E-06	1.2E-07	0.0E+00	0.0E+00	1.9E-06
2	UCART1	575511.9	4146008.07	575511.86, 4146008.07	2.1441	8.43E-03	8.43E-03	2.9E-06	8.8E-06	4.6E-06	4.6E-06	2.1E-06	9.7E-08	2.4E-06	1.7E-07	0.0E+00	0.0E+00	2.6E-06
3	UCART1	575551.9	4146008.07	575551.86, 4146008.07	3.05644	1.20E-02	1.20E-02	4.2E-06	1.3E-05	6.6E-06	6.6E-06	3.0E-06	1.4E-07	3.4E-06	2.4E-07	0.0E+00	0.0E+00	3.7E-06
4	UCART1	575591.9	4146008.07	575591.86, 4146008.07	4.0545	1.59E-02	1.59E-02	5.5E-06	1.7E-05	8.7E-06	8.7E-06	4.0E-06	1.8E-07	4.5E-06	3.2E-07	0.0E+00	0.0E+00	5.0E-06
5	UCART1	575631.9	4146008.07	575631.86, 4146008.07	5.38539	2.12E-02	2.12E-02	7.3E-06	2.2E-05	1.2E-05	1.2E-05	5.3E-06	2.4E-07	5.9E-06	4.2E-07	0.0E+00	0.0E+00	6.6E-06
6	UCART1	575671.9	4146008.07	575671.86, 4146008.07	6.9001	2.71E-02	2.71E-02	9.4E-06	2.8E-05	1.5E-05	1.5E-05	6.8E-06	3.1E-07	7.6E-06	5.4E-07	0.0E+00	0.0E+00	8.4E-06
7	UCART1	575711.9	4146008.07	575711.86, 4146008.07	8.47724	3.33E-02	3.33E-02	1.2E-05	3.5E-05	1.8E-05	1.8E-05	8.3E-06	3.9E-07	9.3E-06	6.7E-07	0.0E+00	0.0E+00	1.0E-05
8	UCART1	575751.9	4146008.07	575751.86, 4146008.07	9.88698	3.89E-02	3.89E-02	1.3E-05	4.1E-05	2.1E-05	2.1E-05	9.7E-06	4.5E-07	1.1E-05	7.8E-07	0.0E+00	0.0E+00	1.2E-05
9	UCART1	575791.9	4146008.07	575791.86, 4146008.07	10.88827	4.28E-02	4.28E-02	1.5E-05	4.5E-05	2.3E-05	2.3E-05	1.1E-05	4.9E-07	1.2E-05	8.6E-07	0.0E+00	0.0E+00	1.3E-05
10	UCART1	575471.9	4146048.07	575471.86, 4146048.07	1.64127	6.45E-03	6.45E-03	2.2E-06	6.7E-06	3.5E-06	3.5E-06	1.6E-06	7.5E-08	1.8E-06	1.3E-07	0.0E+00	0.0E+00	2.0E-06
11	UCART1	575511.9	4146048.07	575511.86, 4146048.07	2.32407	9.14E-03	9.14E-03	3.2E-06	9.6E-06	5.0E-06	5.0E-06	2.3E-06	1.1E-07	2.6E-06	1.8E-07	0.0E+00	0.0E+00	2.8E-06
12	UCART1	575551.9	4146048.07	575551.86, 4146048.07	3.35171	1.32E-02	1.32E-02	4.6E-06	1.4E-05	7.2E-06	7.2E-06	3.3E-06	1.5E-07	3.7E-06	2.6E-07	0.0E+00	0.0E+00	4.1E-06
13	UCART1	575591.9	4146048.07	575591.86, 4146048.07	4.9392	1.94E-02	1.94E-02	6.7E-06	2.0E-05	1.1E-05	1.1E-05	4.9E-06	2.2E-07	5.4E-06	3.9E-07	0.0E+00	0.0E+00	6.0E-06
14	UCART1	575631.9	4146048.07	575631.86, 4146048.07	6.58832	2.59E-02	2.59E-02	9.0E-06	2.7E-05	1.4E-05	1.4E-05	6.5E-06	3.0E-07	7.2E-06	5.2E-07	0.0E+00	0.0E+00	8.1E-06
15	UCART1	575671.9	4146048.07	575671.86, 4146048.07	8.66919	3.41E-02	3.41E-02	1.2E-05	3.6E-05	1.9E-05	1.9E-05	8.5E-06	3.9E-07	9.5E-06	6.8E-07	0.0E+00	0.0E+00	1.1E-05
16	UCART1	575711.9	4146048.07	575711.86, 4146048.07	11.0844	4.36E-02	4.36E-02	1.5E-05	4.6E-05	2.4E-05	2.4E-05	1.1E-05	5.0E-07	1.2E-05	8.7E-07	0.0E+00	0.0E+00	1.4E-05
17	UCART1	575751.9	4146048.07	575751.86, 4146048.07	12.66756	4.98E-02	4.98E-02	1.7E-05	5.2E-05	2.7E-05	2.7E-05	1.2E-05	5.8E-07	1.4E-05	1.0E-06	0.0E+00	0.0E+00	1.5E-05
18	UCART1	575791.9	4146048.07	575791.86, 4146048.07	13.99885	5.50E-02	5.50E-02	1.9E-05	5.8E-05	3.0E-05	3.0E-05	1.4E-05	6.4E-07	1.5E-05	1.1E-06	0.0E+00	0.0E+00	1.7E-05
19	UCART1	575831.9	4146048.07	575831.86, 4146048.07	13.98084	5.50E-02	5.50E-02	1.9E-05	5.7E-05	3.0E-05	3.0E-05	1.4E-05	6.4E-07	1.5E-05	1.1E-06	0.0E+00	0.0E+00	1.7E-05
20	UCART1	575471.9	4146088.07	575471.86, 4146088.07	1.73388	6.82E-03	6.82E-03	2.4E-06	7.1E-06	3.7E-06	3.7E-06	1.7E-06	7.9E-08	1.9E-06	1.4E-07	0.0E+00	0.0E+00	2.1E-06
21	UCART1	575511.9	4146088.07	575511.86, 4146088.07	2.51014	9.87E-03	9.87E-03	3.4E-06	1.0E-05	5.4E-06	5.4E-06	2.5E-06	1.1E-07	2.8E-06	2.0E-07	0.0E+00	0.0E+00	3.1E-06
22	UCART1	575551.9	4146088.07	575551.86, 4146088.07	3.7718	1.48E-02	1.48E-02	5.1E-06	1.5E-05	8.1E-06	8.1E-06	3.7E-06	1.7E-07	4.1E-06	3.0E-07	0.0E+00	0.0E+00	4.6E-06
23	UCART1	575591.9	4146088.07	575591.86, 4146088.07	5.62863	2.21E-02	2.21E-02	7.7E-06	2.3E-05	1.2E-05	1.2E-05	5.5E-06	2.6E-07	6.2E-06	4.4E-07	0.0E+00	0.0E+00	6.9E-06
24	UCART1	575631.9	4146088.07	575631.86, 4146088.07	8.12635	3.20E-02	3.20E-02	1.1E-05	3.3E-05	1.8E-05	1.8E-05	8.0E-06	3.7E-07	8.9E-06	6.4E-07	0.0E+00	0.0E+00	9.9E-06
25	UCART1	575671.9	4146088.07	575671.86, 4146088.07	11.18792	4.40E-02	4.40E-02	1.5E-05	4.6E-05	2.4E-05	2.4E-05	1.1E-05	5.1E-07	1.2E-05	8.8E-07	0.0E+00	0.0E+00	1.4E-05
26	UCART1	575711.9	4146088.07	575711.86, 4146088.07	14.35726	5.64E-02	5.64E-02	2.0E-05	5.9E-05	3.1E-05	3.1E-05	1.4E-05	6.5E-07	1.6E-05	1.1E-06	0.0E+00	0.0E+00	1.8E-05
27	UCART1	575471.9	4146128.07	575471.86, 4146128.07	1.8298	7.19E-03	7.19E-03	2.5E-06	7.5E-06	3.9E-06	3.9E-06	1.8E-06	8.3E-08	2.0E-06	1.4E-07	0.0E+00	0.0E+00	2.2E-06
28	UCART1	575511.9	4146128.07	575511.86, 4146128.07	2.69703	1.06E-02	1.06E-02	3.7E-06	1.1E-05	5.8E-06	5.8E-06	2.7E-06	1.2E-07	3.0E-06	2.1E-07	0.0E+00	0.0E+00	3.3E-06
29	UCART1	575551.9	4146128.07	575551.86, 4146128.07	4.22818	1.66E-02	1.66E-02	5.8E-06	1.7E-05	9.1E-06	9.1E-06	4.2E-06	1.9E-07	4.6E-06	3.3E-07	0.0E+00	0.0E+00	5.2E-06
30	UCART1	575591.9	4146128.07	575591.86, 4146128.07	6.75685	2.66E-02	2.66E-02	9.2E-06	2.8E-05	1.5E-05	1.5E-05	6.6E-06	3.1E-07	7.4E-06	5.3E-07	0.0E+00	0.0E+00	8.3E-06
31	UCART1	575631.9	4146128.07	575631.86, 4146128.07	10.45364	4.11E-02	4.11E-02	1.4E-05	4.3E-05	2.3E-05	2.3E-05	1.0E-05	4.8E-07	1.1E-05	8.2E-07	0.0E+00	0.0E+00	1.3E-05
32	UCART1	575671.9	4146128.07	575671.86, 4146128.07	15.13423	5.95E-02	5.95E-02	2.1E-05	6.2E-05	3.3E-05	3.3E-05	1.5E-05	6.9E-07	1.7E-05	1.2E-06	0.0E+00	0.0E+00	1.8E-05
33	UCART1	575711.9	4146128.07	575711.86, 4146128.07	19.82579	7.79E-02	7.79E-02	2.7E-05	8.1E-05	4.3E-05	4.3E-05	2.0E-05	9.0E-07	2.2E-05	1.6E-06	0.0E+00	0.0E+00	2.4E-05
34	UCART1	575433.9	4146087.51	575433.85, 4146087.51	1.29164	5.08E-03	5.08E-03	1.8E-06	5.3E-06	2.8E-06	2.8E-06	1.3E-06	5.9E-08	1.4E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
35	UCART1	575311.9	4146168.07	575311.86, 4146168.07	0.63148	2.48E-03	2.48E-03	8.6E-07	2.6E-06	1.4E-06	1.4E-06	6.2E-07	2.9E-08	6.9E-07	5.0E-08	0.0E+00	0.0E+00	7.7E-07
36	UCART1	575351.9	4146168.07	575351.86, 4146168.07	0.7986	3.14E-03	3.14E-03	1.1E-06	3.3E-06	1.7E-06	1.7E-06	7.9E-07	3.6E-08	8.8E-07	6.3E-08	0.0E+00	0.0E+00	9.8E-07
37	UCART1	575391.9	4146168.07	575391.86, 4146168.07	1.03863	4.08E-03	4.08E-03	1.4E-06	4.3E-06	2.2E-06	2.2E-06	1.0E-06	4.7E-08	1.1E-06	8.2E-08	0.0E+00	0.0E+00	1.3E-06
38	UCART1	575431.9	4146168.07	575431.86, 4146168.07	1.39192	5.47E-03	5.47E-03	1.9E-06	5.7E-06	3.0E-06	3.0E-06	1.4E-06	6.3E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
39	UCART1	575471.9	4146168.07	575471.86, 4146168.07	1.92901	7.58E-03	7.58E-03	2.6E-06	7.9E-06	4.2E-06	4.2E-06	1.9E-06	8.8E-08	2.1E-06	1.5E-07	0.0E+00	0.0E+00	2.4E-06
40	UCART1	575511.9	4146168.07	575511.86, 4146168.07	2.8918	1.14E-02	1.14E-02	3.9E-06	1.2E-05	6.2E-06	6.2E-06	2.8E-06	1.3E-07	3.2E-06	2.3E-07	0.0E+00	0.0E+00	3.5E-06
41	UCART1	575551.9	4146168.07	575551.86, 4146168.07	4.71563	1.85E-02	1.85E-02	6.4E-06	1.9E-05	1.0E-05	1.0E-05	4.6E-06	2.1E-07	5.2E-06	3.7E-07	0.0E+00	0.0E+00	5.8E-06
42	UCART1	575591.9	4146168.07	575591.86, 4146168.07	8.1309	3.20E-02	3.20E-02	1.1E-05	3.3E-05	1.8E-05	1.8E-05	8.0E-06	3.7E-07	8.9E-06	6.4E-07	0.0E+00	0.0E+00	9.9E-06
43	UCART1	575631.9	4146168.07	575631.86, 4146168.07	13.75634	5.41E-02	5.41E-02	1.9E-05	5.7E-05	3.0E-05	3.0E-05	1.4E-05	6.3E-07	1.5E-05	1.1E-06	0.0E+00	0.0E+00	1.7E-05
44	UCART1	575671.9	4146168.07	575671.86, 4146168.07	21.34762	8.39E-02	8.39E-02	2.9E-05	8.8E-05	4.6E-05	4.6E-05	2.1E-05	9.7E-07	2.3E-05	1.7E-06	0.0E+00	0.0E+00	2.6E-05
45	UCART1	575711.9	4146168.07	575711.86, 4146168.07	28.83073	1.13E-01	1.13E-01	3.9E-05	1.2E-04	6.2E-05	6.2E-05	2.8E-05	1.3E-06	3.2E-05	2.3E-06	0.0E+00	0.0E+00	3.5E-05
46	UCART1	575751.9	4146168.07	575751.86, 4146168.07	33.08906	1.30E-01	1.30E-01	4.5E-05	1.4E-04	7.1E-05	7.1E-05	3.3E-05	1.5E-06	3.6E-05	2.6E-06	0.0E+00	0.0E+00	4.0E-05
47	UCART1	575433.9	4146127.51	575433.85, 4146127.51	1.35094	5.31E-03	5.31E-03	1.8E-06	5.6E-06	2.9E-06	2.9E-06	1.3E-06	6.1E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
48	UCART1	575311.9	4146208.07	575311.86, 4146208.07	0.61857	2.43E-03	2.43E-03	8.4E-07	2.5E-06	1.3E-06	1.3E-06	6.1E-07	2.8E-08	6.8E-07	4.9E-08	0.0E+00	0.0E+00	7.6E-07
49	UCART1	575351.9	4146208.07	575351.86, 4146208.07	0.78809	3.10E-03	3.10E-03	1.1E-06	3.2E-06	1.7E-06	1.7E-06	7.8E-07	3.6E-08	8.7E-07	6.2E-08	0.0E+00	0.0E+00	9.6E-07
50	UCART1	575391.9	4146208.07	575391.86, 4146208.07	1.03519	4.07E-03	4.07E-03	1.4E-06	4.3E-06	2.2E-06	2.2E-06	1.0E-06	4.7E-08	1.1E-06	8.1E-08	0.0E+00	0.0E+00	1.3E-06
51	UCART1	575431.9	4146208.07	575431.86, 4146208.07	1.4141	5.56E-03	5.56E-03	1.9E-06	5.8E-06	3.0E-06	3.0E-06	1.4E-06	6.4E-08	1.6E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
52	UCART1	575471.9	4146208.07	575471.86, 4146208.07	2.00024	7.86E-03	7.86E-03	2.7E-06	8.2E-06	4.3E-06	4.3E-06	2.0E-06	9.1E-08	2.2E-06	1.6E-07	0.0E+00	0.0E+00	2.4E-06
53	UCART1	575511.9	4146208.07	575511.86, 4146208.07	3.03184	1.19E-02	1.19E-02	4.1E-06	1.2E-05	6.5E-06	6.5E-06	3.0E-06	1.4E-07	3.3E-06	2.4E-07	0.0E+00	0.0E+00	3.7E-06
54	UCART1	575551.9	4146208.07	575551.86, 4146208.07	5.19454	2.04E-02	2.04E-02	7.1E-06	2.1E-05	1.1E-05	1.1E-05	5.1E-06	2.4E-07	5.7E-06	4.1E-07	0.0E+00	0.0E+00	6.3E-06
55	UCART1	575591.9	4146208.07	575591.86, 4146208.07	9.83716	3.87E-02	3.87E-02	1.3E-05	4.0E-05	2.1E-05	2.1E-05	9.7E-06	4.5E-07	1.1E-05	7.7E-07	0.0E+00	0.0E+00	1.2E-05
56	UCART1	575631.9	4146208.07	575631.86, 4146208.07	18.65476	7.33E-02	7.33E-02	2.5E-05	7.7E-05	4.0E-05	4.0E-05	1.8E-05	8.5E-07	2.0E-05	1.5E-06	0.0E+00	0.0E+00	2.3E-05
57	UCART1	575671.9	4146208.07	575671.86, 4146208.07	31.86988	1.25E-01	1.25E-01	4.3E-05	1.3E-04	6.9E-05	6.9E-05	3.1E-05	1.4E-06	3.5E-05	2.5E-06	0.0E+00	0.0E+00	3.9E-05
58	UCART1	575711.9	4146208.07	575711.86, 4146208.07	44.92623	1.77E-01	1.77E-01	6.1E-05	1.8E-04	9.7E-05	9.7E-05	4.4E-05	2.0E-06	4.9E-05	3.5E-06	0.0E+00	0.0E+00	5.5E-05
59	UCART1	575751.9	4146208.07	575751.86, 4146208.07	49.32841	1.94E-01	1.94E-01	6.7E-05	2.0E-04	1.1E-04	1.1E-04	4.9E-05	2.2E-06	5.4E-05	3.9E-06	0.0E+00	0.0E+00	6.0E-05
60	UCART1	575311.9	4146248.07	575311.86, 4146248.07	0.61121	2.40E-03	2.40E-03	8.3E-07	2.5E-06	1.3E-06	1.3E-06	6.0E-07	2.8E-08	6.7E-07	4.8E-08	0.0E+00	0.0E+00	7.5E-07
61	UCART1	575351.9	4146248.07	575351.86, 4146248.07	0.7744	3.04E-03	3.04E-03	1.1E-06	3.2E-06	1.7E-06	1.7E-06	7.6E-07	3.5E-08	8.5E-07	6.1E-08	0.0E+00	0.0E+00	9.5E-07
62	UCART1	575391.9	4146248.07	575391.86, 4146248.07	1.01461	3.99E-03	3.99E-03	1.4E-06	4.2E-06	2.2E-06	2.2E-06	1.0E-06	4.6E-08	1.1E-06	8.0E-08	0.0E+00	0.0E+00	1.2E-06
63	UCART1	575431.9	4146248.07	575431.86, 4146248.07	1.39457	5.48E-03	5.48E-03	1.9E-06	5.7E-06	3.0E-06	3.0E-06	1.4E-06	6.3E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
64	UCART1	575471.9	4146248.07	575471.86, 4146248.07	2.0156	7.92E-03	7.92E-03	2.7E-06	8.3E-06	4.3E-06	4.3E-06	2.0E-06	9.2E-08	2.2E-06	1.6E-07	0.0E+00	0.0E+00	2.5E-06
65	UCART1	575511.9	4146248.07	575511.86, 4146248.07	3.13158	1.23E-02	1.23E-02	4.3E-06	1.3E-05	6.8E-06	6.8E-06	3.1E-06	1.4E-07	3.4E-06	2.5E-07	0.0E+00	0.0E+00	3.8E-06
66	UCART1	575551.9	4146248.07	575551.86, 4146248.07	5.54281	2.18E-02	2.18E-02	7.5E-06	2.3E-05	1.2E-05	1.2E-05	5.5E-06	2.5E-07	6.1E-06	4.4E-07	0.0E+00	0.0E+00	6.8E-06
67	UCART1	575591.9	4146248.07	575591.86, 4146248.07	11.85899	4.66E-02	4.66E-02	1.6E-05	4.9E-05	2.6E-05	2.6E-05	1.2E-05	5.4E-07	1.3E-05	9.3E-07	0.0E+00	0.0E+00	1.4E-05
68	UCART1	575631.9	4146248.07	575631.86, 4146248.07	26.32715	1.04E-01	1.04E-01	3.6E-05	1.1E-04	5.7E-05	5.7E-05	2.6E-05	1.2E-06	2.9E-05	2.1E-06	0.0E+00	0.0E+00	3.2E-05
69	UCART1	575671.9	4146248.07	575671.86, 4146248.07	51.37374	2.02E-01	2.02E-01	7.0E-05	2.1E-04	1.1E-04	1.1E-04	5.1E-05	2.3E-06	5.6E-05	4.0E-06	0.0E+00	0.0E+00	6.3E-05
70	UCART1	575709.7	4146237.93	575709.73, 4146237.93	65.32514	2.57E-01	2.57E-01	8.9E-05	2.7E-04	1.4E-04	1.4E-04	6.4E-05	3.0E-06	7.2E-05	5.1E-06	0.0E+00	0.0E+00	8.0E-05
71	UCART1	575749.7	4146237.93	575749.73, 4146237.93	68.87026	2.71E-01	2.71E-01	9.4E-05	2.8E-04	1.5E-04	1.5E-04	6.8E-05	3.1E-06	7.6E-05	5.4E-06	0.0E+00	0.0E+00	8.4E-05
72	UCART1	575871.9	4146248.07	575871.86, 4146248.07	18.09778	7.12E-02	7.12E-02	2.5E-05	7.4E-05	3.9E-05	3.9E-05	1.8E-05	8.2E-07	2.0E-05	1.4E-06	0.0E+00	0.0E+00	2.2E-05
73	UCART1	575911.9	4146248.07	575911.86, 4146248.07	11.21297	4.41E-02	4.41E-02	1.5E-05	4.6E-05	2.4E-05	2.4E-05	1.1E-05	5.1E-07	1.2E-05	8.8E-07	0.0E+00	0.0E+00	1.4E-05
74	UCART1	575311.9	4146288.07	575311.86, 4146288.07	0.60111	2.36E-03	2.36E-03	8.2E-07	2.5E-06	1.3E-06	1.3E-06	5.9E-07	2.7E-08	6.6E-07	4.7E-08	0.0E+00	0.0E+00	7.3E-07
75	UCART1	575351.9	4146288.07	575351.86, 4146288.07	0.75993	2.99E-03	2.99E-03	1.0E-06	3.1E-06	1.6E-06	1.6E-06	7.5E-07	3.5E-08	8.3E-07	6.0E-08	0.0E+00	0.0E+00	9.3E-07
76	UCART1	575391.9	4146288.07	575391.86, 4146288.07	0.99258	3.90E-03	3.90E-03	1.4E-06	4.1E-06	2.1E-06	2.1E-06	9.8E-07	4.5E-08	1.1E-06	7.8E-08	0.0E+00	0.0E+00	1.2E-06
77	UCART1	575431.9	4146288.07	575431.86, 4146288.07	1.35788	5.34E-03	5.34E-03	1.8E-06	5.6E-06	2.9E-06	2.9E-06	1.3E-06	6.2E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
78	UCART1	575471.9	4146288.07	575471.86, 4146288.07	1.96953	7.74E-03	7.74E-03	2.7E-06	8.1E-06	4.2E-06	4.2E-06	1.9E-06	9.0E-08	2.2E-06	1.5E-07	0.0E+00	0.0E+00	2.4E-06
79	UCART1	575511.9	4146288.07	575511.86, 4146288.07	3.11241	1.22E-02	1.22E-02	4.2E-06	1.3E-05	6.7E-06	6.7E-06	3.1E-06	1.4E-07	3.4E-06	2.4E-07	0.0E+00	0.0E+00	3.8E-06
80	UCART1	575551.9	4146288.07	575551.86, 4146288.07	5.65557	2.22E-02	2.22E-02	7.7E-06	2.3E-05	1.2E-05	1.2E-05	5.6E-06	2.6E-07	6.2E-06	4.5E-07	0.0E+00	0.0E+00	6.9E-06
81	UCART1	575591.9	4146288.07	575591.86, 4146288.07	13.64244	5.36E-02	5.36E-02	1.9E-05	5.6E-05	2.9E-05	2.9E-05	1.3E-05	6.2E-07	1.5E-05	1.1E-06	0.0E+00	0.0E+00	1.7E-05
82	UCART1	575631.9	4146288.07	575631.86, 4146288.07	39.4698	1.55E-01	1.55E-01	5.4E-05	1.6E-04	8.5E-05	8.5E-05	3.9E-05	1.8E-06	4.3E-05	3.1E-06	0.0E+00	0.0E+00	4.8E-05
83	UCART1	575674.9	4146273.76	575674.93, 4146273.76	76.85184	3.02E-01	3.02E-01	1.0E-04	3.2E-04	1.7E-04	1.7E-04	7.6E-05	3.5E-06	8.4E-05	6.0E-06	0.0E+00	0.0E+00	9.4E-05
84	UCART1	575871.9	4146288.07	575871.86, 4146288.07	15.26244	6.00E-02	6.00E-02	2.1E-05	6.3E-05	3.3E-05	3.3E-05	1.5E-05	6.9E-07	1.7E-05	1.2E-06	0.0E+00	0.0E+00	1.9E-05
85	UCART1	575911.9	4146288.07	575911.86, 4146288.07	9.1245	3.59E-02	3.59E-02	1.2E-05	3.7E-05	2.0E-05	2.0E-05	9.0E-06	4.1E-07	1.0E-05	7.2E-07	0.0E+00	0.0E+00	1.1E-05
86	UCART1	575311.9	4146328.07	575311.86, 4146328.07	0.59132	2.32E-03	2.32E-03	8.0E-07	2.4E-06	1.3E-06	1.3E-06	5.8E-07	2.7E-08	6.5E-07	4.7E-08	0.0E+00	0.0E+00	7.2E-07
87	UCART1	575351.9	4146328.07	575351.86, 4146328.07	0.74503	2.93E-03	2.93E-03	1.0E-06	3.1E-06	1.6E-06	1.6E-06	7.3E-07	3.4E-08	8.2E-07	5.9E-08	0.0E+00	0.0E+00	9.1E-07
88	UCART1	575391.9	4146328.07	575391.86, 4146328.07	0.96971	3.81E-03	3.81E-03	1.3E-06	4.0E-06	2.1E-06	2.1E-06	9.5E-07	4.4E-08	1.1E-06	7.6E-08	0.0E+00	0.0E+00	1.2E-06
89	UCART1	575431.9	4146328.07	575431.86, 4146328.07	1.31826	5.18E-03	5.18E-03	1.8E-06	5.4E-06	2.8E-06	2.8E-06	1.3E-06	6.0E-08	1.4E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
90	UCART1	575471.9	4146328.07	575471.86, 4146328.07	1.89597	7.45E-03	7.45E-03	2.6E-06	7.8E-06	4.1E-06	4.1E-06	1.9E-06	8.6E-08	2.1E-06	1.5E-07	0.0E+00	0.0E+00	2.3E-06
91	UCART1	575511.9	4146328.07	575511.86, 4146328.07	2.98135	1.17E-02	1.17E-02	4.1E-06	1.2E-05	6.4E-06	6.4E-06	2.9E-06	1.4E-07	3.3E-06	2.3E-07	0.0E+00	0.0E+00	3.6E-06
92	UCART1	575551.9	4146328.07	575551.86, 4146328.07	5.44205	2.14E-02	2.14E-02	7.4E-06	2.2E-05	1.2E-05	1.2E-05	5.4E-06	2.5E-07	6.0E-06	4.3E-07	0.0E+00	0.0E+00	6.6E-06
93	UCART1	575591.9	4146328.07	575591.86, 4146328.07	13.65996	5.37E-02	5.37E-02	1.9E-05	5.6E-05	2.9E-05	2.9E-05	1.3E-05	6.2E-07	1.5E-05	1.1E-06	0.0E+00	0.0E+00	1.7E-05
94	UCART1	575631.9	4146328.07	575631.86, 4146328.07	69.75288	2.74E-01	2.74E-01	9.5E-05	2.9E-04	1.5E-04	1.5E-04	6.9E-05	3.2E-06	7.7E-05	5.5E-06	0.0E+00	0.0E+00	8.5E-05
95	UCART1	575311.9	4146368.07	575311.86, 4146368.07	0.58052	2.28E-03	2.28E-03	7.9E-07	2.4E-06	1.3E-06	1.3E-06	5.7E-07	2.6E-08	6.4E-07	4.6E-08	0.0E+00	0.0E+00	7.1E-07
96	UCART1	575351.9	4

109	UCART1	575551.9	4146408.07	575551.86, 4146408.07	5.4406	2.14E-02	2.14E-02	7.4E-06	2.2E-05	1.2E-05	1.2E-05	5.4E-06	2.5E-07	6.0E-06	4.3E-07	0.0E+00	0.0E+00	6.6E-06
110	UCART1	575591.9	4146408.07	575591.86, 4146408.07	13.40184	5.27E-02	5.27E-02	1.8E-05	5.5E-05	2.9E-05	2.9E-05	1.3E-05	6.1E-07	1.5E-05	1.1E-06	0.0E+00	0.0E+00	1.6E-05
111	UCART1	575311.9	4146448.07	575311.86, 4146448.07	0.58468	2.30E-03	2.30E-03	8.0E-07	2.4E-06	1.3E-06	1.3E-06	5.8E-07	2.7E-08	6.4E-07	4.6E-08	0.0E+00	0.0E+00	7.1E-07
112	UCART1	575351.9	4146448.07	575351.86, 4146448.07	0.7445	2.93E-03	2.93E-03	1.0E-06	3.1E-06	1.6E-06	1.6E-06	7.3E-07	3.4E-08	8.2E-07	5.9E-08	0.0E+00	0.0E+00	9.1E-07
113	UCART1	575391.9	4146448.07	575391.86, 4146448.07	0.99365	3.91E-03	3.91E-03	1.4E-06	4.1E-06	2.1E-06	2.1E-06	9.8E-07	4.5E-08	1.1E-06	7.8E-08	0.0E+00	0.0E+00	1.2E-06
114	UCART1	575431.9	4146448.07	575431.86, 4146448.07	1.37244	5.40E-03	5.40E-03	1.9E-06	5.6E-06	3.0E-06	3.0E-06	1.4E-06	6.2E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
115	UCART1	575471.9	4146448.07	575471.86, 4146448.07	2.01399	7.92E-03	7.92E-03	2.7E-06	8.3E-06	4.3E-06	4.3E-06	2.0E-06	9.2E-08	2.2E-06	1.6E-07	0.0E+00	0.0E+00	2.5E-06
116	UCART1	575591.9	4146448.07	575591.86, 4146448.07	13.15438	5.17E-02	5.17E-02	1.8E-05	5.4E-05	2.8E-05	2.8E-05	1.3E-05	6.0E-07	1.4E-05	1.0E-06	0.0E+00	0.0E+00	1.6E-05
117	UCART1	575631.9	4146448.07	575631.86, 4146448.07	23.12432	9.09E-02	9.09E-02	3.1E-05	9.5E-05	5.0E-05	5.0E-05	2.3E-05	1.1E-06	2.5E-05	1.8E-06	0.0E+00	0.0E+00	2.8E-05
118	UCART1	575311.9	4146488.07	575311.86, 4146488.07	0.62505	2.46E-03	2.46E-03	8.5E-07	2.6E-06	1.3E-06	1.3E-06	6.2E-07	2.8E-08	6.9E-07	4.9E-08	0.0E+00	0.0E+00	7.6E-07
119	UCART1	575351.9	4146488.07	575351.86, 4146488.07	0.80317	3.16E-03	3.16E-03	1.1E-06	3.3E-06	1.7E-06	1.7E-06	7.9E-07	3.7E-08	8.8E-07	6.3E-08	0.0E+00	0.0E+00	9.8E-07
120	UCART1	575391.9	4146488.07	575391.86, 4146488.07	1.06965	4.21E-03	4.21E-03	1.5E-06	4.4E-06	2.3E-06	2.3E-06	1.1E-06	4.9E-08	1.2E-06	8.4E-08	0.0E+00	0.0E+00	1.3E-06
121	UCART1	575431.9	4146488.07	575431.86, 4146488.07	1.49918	5.89E-03	5.89E-03	2.0E-06	6.2E-06	3.2E-06	3.2E-06	1.5E-06	6.8E-08	1.6E-06	1.2E-07	0.0E+00	0.0E+00	1.8E-06
122	UCART1	575471.9	4146488.07	575471.86, 4146488.07	2.25599	8.87E-03	8.87E-03	3.1E-06	9.3E-06	4.9E-06	4.9E-06	2.2E-06	1.0E-07	2.5E-06	1.8E-07	0.0E+00	0.0E+00	2.8E-06
123	UCART1	575511.9	4146488.07	575511.86, 4146488.07	3.73395	1.47E-02	1.47E-02	5.1E-06	1.5E-05	8.1E-06	8.1E-06	3.7E-06	1.7E-07	4.1E-06	2.9E-07	0.0E+00	0.0E+00	4.6E-06
124	UCART1	575551.9	4146488.07	575551.86, 4146488.07	6.57717	2.59E-02	2.59E-02	9.0E-06	2.7E-05	1.4E-05	1.4E-05	6.5E-06	3.0E-07	7.2E-06	5.2E-07	0.0E+00	0.0E+00	8.0E-06
125	UCART1	575591.9	4146488.07	575591.86, 4146488.07	11.00897	4.33E-02	4.33E-02	1.5E-05	4.5E-05	2.4E-05	2.4E-05	1.1E-05	5.0E-07	1.2E-05	8.7E-07	0.0E+00	0.0E+00	1.3E-05
126	UCART1	575631.9	4146488.07	575631.86, 4146488.07	14.80899	5.82E-02	5.82E-02	2.0E-05	6.1E-05	3.2E-05	3.2E-05	1.5E-05	6.7E-07	1.6E-05	1.2E-06	0.0E+00	0.0E+00	1.8E-05
127	UCART1	575351.9	4146528.07	575351.86, 4146528.07	0.86902	3.42E-03	3.42E-03	1.2E-06	3.6E-06	1.9E-06	1.9E-06	8.6E-07	3.9E-08	9.5E-07	6.8E-08	0.0E+00	0.0E+00	1.1E-06
128	UCART1	575391.9	4146528.07	575391.86, 4146528.07	1.16441	4.58E-03	4.58E-03	1.6E-06	4.8E-06	2.5E-06	2.5E-06	1.1E-06	5.3E-08	1.3E-06	9.2E-08	0.0E+00	0.0E+00	1.4E-06
129	UCART1	575431.9	4146528.07	575431.86, 4146528.07	1.65624	6.51E-03	6.51E-03	2.3E-06	6.8E-06	3.6E-06	3.6E-06	1.6E-06	7.5E-08	1.8E-06	1.3E-07	0.0E+00	0.0E+00	2.0E-06
130	UCART1	575471.9	4146528.07	575471.86, 4146528.07	2.51305	9.88E-03	9.88E-03	3.4E-06	1.0E-05	5.4E-06	5.4E-06	2.5E-06	1.1E-07	2.8E-06	2.0E-07	0.0E+00	0.0E+00	3.1E-06
131	UCART1	575511.9	4146528.07	575511.86, 4146528.07	3.97415	1.56E-02	1.56E-02	5.4E-06	1.6E-05	8.6E-06	8.6E-06	3.9E-06	1.8E-07	4.4E-06	3.1E-07	0.0E+00	0.0E+00	4.9E-06
132	UCART1	575551.9	4146528.07	575551.86, 4146528.07	6.15126	2.42E-02	2.42E-02	8.4E-06	2.5E-05	1.3E-05	1.3E-05	6.1E-06	2.8E-07	6.8E-06	4.8E-07	0.0E+00	0.0E+00	7.5E-06
133	UCART1	575591.9	4146528.07	575591.86, 4146528.07	8.50527	3.34E-02	3.34E-02	1.2E-05	3.5E-05	1.8E-05	1.8E-05	8.4E-06	3.9E-07	9.3E-06	6.7E-07	0.0E+00	0.0E+00	1.0E-05
134	UCART1	575351.9	4146568.07	575351.86, 4146568.07	0.931	3.66E-03	3.66E-03	1.3E-06	3.8E-06	2.0E-06	2.0E-06	9.2E-07	4.2E-08	1.0E-06	7.3E-08	0.0E+00	0.0E+00	1.1E-06
135	UCART1	575391.9	4146568.07	575391.86, 4146568.07	1.27045	4.99E-03	4.99E-03	1.7E-06	5.2E-06	2.7E-06	2.7E-06	1.3E-06	5.8E-08	1.4E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
136	UCART1	575431.9	4146568.07	575431.86, 4146568.07	1.81477	7.14E-03	7.14E-03	2.5E-06	7.5E-06	3.9E-06	3.9E-06	1.8E-06	8.2E-08	2.0E-06	1.4E-07	0.0E+00	0.0E+00	2.2E-06
137	UCART1	575471.9	4146568.07	575471.86, 4146568.07	2.6805	1.05E-02	1.05E-02	3.6E-06	1.1E-05	5.8E-06	5.8E-06	2.6E-06	1.2E-07	2.9E-06	2.1E-07	0.0E+00	0.0E+00	3.3E-06
138	UCART1	575511.9	4146568.07	575511.86, 4146568.07	3.90716	1.54E-02	1.54E-02	5.3E-06	1.6E-05	8.4E-06	8.4E-06	3.8E-06	1.8E-07	4.3E-06	3.1E-07	0.0E+00	0.0E+00	4.8E-06
139	UCART1	575551.9	4146568.07	575551.86, 4146568.07	5.31033	2.09E-02	2.09E-02	7.2E-06	2.2E-05	1.1E-05	1.1E-05	5.2E-06	2.4E-07	5.8E-06	4.2E-07	0.0E+00	0.0E+00	6.5E-06
140	UCART1	575711.9	4146568.07	575711.86, 4146568.07	3.89231	1.53E-02	1.53E-02	5.3E-06	1.6E-05	8.4E-06	8.4E-06	3.8E-06	1.8E-07	4.3E-06	3.1E-07	0.0E+00	0.0E+00	4.8E-06
141	UCART1	575751.9	4146568.07	575751.86, 4146568.07	2.84921	1.12E-02	1.12E-02	3.9E-06	1.2E-05	6.1E-06	6.1E-06	2.8E-06	1.3E-07	3.1E-06	2.2E-07	0.0E+00	0.0E+00	3.5E-06
142	UCART1	575391.9	4146608.07	575391.86, 4146608.07	1.37668	5.41E-03	5.41E-03	1.9E-06	5.7E-06	3.0E-06	3.0E-06	1.4E-06	6.3E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
143	UCART1	575421.5	4146612.5	575421.52, 4146612.5	1.78046	7.00E-03	7.00E-03	2.4E-06	7.3E-06	3.8E-06	3.8E-06	1.8E-06	8.1E-08	2.0E-06	1.4E-07	0.0E+00	0.0E+00	2.2E-06
144	UCART1	575591.9	4146648.07	575591.86, 4146648.07	3.52045	1.38E-02	1.38E-02	4.8E-06	1.4E-05	7.6E-06	7.6E-06	3.5E-06	1.6E-07	3.9E-06	2.8E-07	0.0E+00	0.0E+00	4.3E-06
145	UCART1	575631.9	4146648.07	575631.86, 4146648.07	3.15832	1.24E-02	1.24E-02	4.3E-06	1.3E-05	6.8E-06	6.8E-06	3.1E-06	1.4E-07	3.5E-06	2.5E-07	0.0E+00	0.0E+00	3.9E-06
146	UCART1	575671.9	4146648.07	575671.86, 4146648.07	2.57492	1.01E-02	1.01E-02	3.5E-06	1.1E-05	5.6E-06	5.6E-06	2.5E-06	1.2E-07	2.8E-06	2.0E-07	0.0E+00	0.0E+00	3.1E-06
147	UCART1	575551.9	4146688.07	575551.86, 4146688.07	2.78722	1.10E-02	1.10E-02	3.8E-06	1.1E-05	6.0E-06	6.0E-06	2.7E-06	1.3E-07	3.1E-06	2.2E-07	0.0E+00	0.0E+00	3.4E-06
148	UCART1	575591.9	4146688.07	575591.86, 4146688.07	2.67262	1.05E-02	1.05E-02	3.6E-06	1.1E-05	5.8E-06	5.8E-06	2.6E-06	1.2E-07	2.9E-06	2.1E-07	0.0E+00	0.0E+00	3.3E-06
149	UCART1	575631.9	4146688.07	575631.86, 4146688.07	2.35996	9.28E-03	9.28E-03	3.2E-06	9.7E-06	5.1E-06	5.1E-06	2.3E-06	1.1E-07	2.6E-06	1.9E-07	0.0E+00	0.0E+00	2.9E-06
150	UCART1	575671.9	4146688.07	575671.86, 4146688.07	1.94591	7.65E-03	7.65E-03	2.6E-06	8.0E-06	4.2E-06	4.2E-06	1.9E-06	8.8E-08	2.1E-06	1.5E-07	0.0E+00	0.0E+00	2.4E-06
151	UCART1	575551.9	4146728.07	575551.86, 4146728.07	2.21989	8.73E-03	8.73E-03	3.0E-06	9.1E-06	4.8E-06	4.8E-06	2.2E-06	1.0E-07	2.4E-06	1.7E-07	0.0E+00	0.0E+00	2.7E-06
152	UCART1	575591.9	4146728.07	575591.86, 4146728.07	2.07914	8.17E-03	8.17E-03	2.8E-06	8.5E-06	4.5E-06	4.5E-06	2.0E-06	9.4E-08	2.3E-06	1.6E-07	0.0E+00	0.0E+00	2.5E-06
153	UCART1	575631.9	4146728.07	575631.86, 4146728.07	1.83039	7.20E-03	7.20E-03	2.5E-06	7.5E-06	3.9E-06	3.9E-06	1.8E-06	8.3E-08	2.0E-06	1.4E-07	0.0E+00	0.0E+00	2.2E-06
154	UCART1	575671.9	4146728.07	575671.86, 4146728.07	1.52204	5.98E-03	5.98E-03	2.1E-06	6.3E-06	3.3E-06	3.3E-06	1.5E-06	6.9E-08	1.7E-06	1.2E-07	0.0E+00	0.0E+00	1.9E-06

CONSTRUCTION RISK (MITIGATED)

CONSTRUCTION RISK (UNMITIGATED)

	Mitigated
Onsite	
	5.34E-04

	Discrete Receptor ID	X	Y	X, Y	Concentration (AVERAGE CONC) [ug/m^3] at 1 g/s Onsite	Concentration (AVERAGE CONC) [ug/m^3] Onsite	Total	Residential Dose 3rd Tri	Risk by Age Group 0<2	2<9	9<16	16<30	3rd Tri	0<2	2<9	9<16	16<30	Total Risk
1	UCART1	575471.9	4146008.07	575471.86, 4146008.07	1.55332	8.30E-04	8.30E-04	2.1E-07	6.2E-07	3.3E-07	3.3E-07	1.5E-07	6.9E-09	1.7E-07	1.2E-08	0.0E+00	0.0E+00	1.8E-07
2	UCART1	575511.9	4146008.07	575511.86, 4146008.07	2.1441	1.15E-03	1.15E-03	2.8E-07	8.6E-07	4.5E-07	4.5E-07	2.0E-07	9.5E-09	2.3E-07	1.6E-08	0.0E+00	0.0E+00	2.5E-07
3	UCART1	575551.9	4146008.07	575551.86, 4146008.07	3.05644	1.63E-03	1.63E-03	4.0E-07	1.2E-06	6.4E-07	6.4E-07	2.9E-07	1.3E-08	3.3E-07	2.3E-08	0.0E+00	0.0E+00	3.6E-07
4	UCART1	575591.9	4146008.07	575591.86, 4146008.07	4.0545	2.17E-03	2.17E-03	5.4E-07	1.6E-06	8.5E-07	8.5E-07	3.9E-07	1.8E-08	4.3E-07	3.1E-08	0.0E+00	0.0E+00	4.8E-07
5	UCART1	575631.9	4146008.07	575631.86, 4146008.07	5.38539	2.88E-03	2.88E-03	7.1E-07	2.1E-06	1.1E-06	1.1E-06	5.1E-07	2.4E-08	5.7E-07	4.1E-08	0.0E+00	0.0E+00	6.4E-07
6	UCART1	575671.9	4146008.07	575671.86, 4146008.07	6.9001	3.69E-03	3.69E-03	9.1E-07	2.8E-06	1.4E-06	1.4E-06	6.6E-07	3.0E-08	7.4E-07	5.3E-08	0.0E+00	0.0E+00	8.2E-07
7	UCART1	575711.9	4146008.07	575711.86, 4146008.07	8.47724	4.53E-03	4.53E-03	1.1E-06	3.4E-06	1.8E-06	1.8E-06	8.1E-07	3.7E-08	9.0E-07	6.5E-08	0.0E+00	0.0E+00	1.0E-06
8	UCART1	575751.9	4146008.07	575751.86, 4146008.07	9.88698	5.28E-03	5.28E-03	1.3E-06	3.9E-06	2.1E-06	2.1E-06	9.4E-07	4.4E-08	1.1E-06	7.6E-08	0.0E+00	0.0E+00	1.2E-06
9	UCART1	575791.9	4146008.07	575791.86, 4146008.07	10.88827	5.82E-03	5.82E-03	1.4E-06	4.3E-06	2.3E-06	2.3E-06	1.0E-06	4.8E-08	1.2E-06	8.3E-08	0.0E+00	0.0E+00	1.3E-06
10	UCART1	575471.9	4146048.07	575471.86, 4146048.07	1.64127	8.77E-04	8.77E-04	2.2E-07	6.5E-07	3.4E-07	3.4E-07	1.6E-07	7.2E-09	1.7E-07	1.3E-08	0.0E+00	0.0E+00	1.9E-07
11	UCART1	575511.9	4146048.07	575511.86, 4146048.07	2.32407	1.24E-03	1.24E-03	3.1E-07	9.3E-07	4.9E-07	4.9E-07	2.2E-07	1.0E-08	2.5E-07	1.8E-08	0.0E+00	0.0E+00	2.8E-07
12	UCART1	575551.9	4146048.07	575551.86, 4146048.07	3.35171	1.79E-03	1.79E-03	4.4E-07	1.3E-06	7.0E-07	7.0E-07	3.2E-07	1.5E-08	3.6E-07	2.6E-08	0.0E+00	0.0E+00	4.0E-07
13	UCART1	575591.9	4146048.07	575591.86, 4146048.07	4.9392	2.64E-03	2.64E-03	6.5E-07	2.0E-06	1.0E-06	1.0E-06	4.7E-07	2.2E-08	5.3E-07	3.8E-08	0.0E+00	0.0E+00	5.9E-07
14	UCART1	575631.9	4146048.07	575631.86, 4146048.07	6.58832	3.52E-03	3.52E-03	8.7E-07	2.6E-06	1.4E-06	1.4E-06	6.3E-07	2.9E-08	7.0E-07	5.0E-08	0.0E+00	0.0E+00	7.8E-07
15	UCART1	575671.9	4146048.07	575671.86, 4146048.07	8.66919	4.63E-03	4.63E-03	1.1E-06	3.5E-06	1.8E-06	1.8E-06	8.3E-07	3.8E-08	9.2E-07	6.6E-08	0.0E+00	0.0E+00	1.0E-06
16	UCART1	575711.9	4146048.07	575711.86, 4146048.07	11.0844	5.92E-03	5.92E-03	1.5E-06	4.4E-06	2.3E-06	2.3E-06	1.1E-06	4.9E-08	1.2E-06	8.5E-08	0.0E+00	0.0E+00	1.3E-06
17	UCART1	575751.9	4146048.07	575751.86, 4146048.07	12.66756	6.77E-03	6.77E-03	1.7E-06	5.1E-06	2.7E-06	2.7E-06	1.2E-06	5.6E-08	1.3E-06	9.7E-08	0.0E+00	0.0E+00	1.5E-06
18	UCART1	575791.9	4146048.07	575791.86, 4146048.07	13.99885	7.48E-03	7.48E-03	1.8E-06	5.6E-06	2.9E-06	2.9E-06	1.3E-06	6.2E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
19	UCART1	575831.9	4146048.07	575831.86, 4146048.07	13.98084	7.47E-03	7.47E-03	1.8E-06	5.6E-06	2.9E-06	2.9E-06	1.3E-06	6.2E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
20	UCART1	575471.9	4146088.07	575471.86, 4146088.07	1.73388	9.26E-04	9.26E-04	2.3E-07	6.9E-07	3.6E-07	3.6E-07	1.7E-07	7.6E-09	1.8E-07	1.3E-08	0.0E+00	0.0E+00	2.1E-07
21	UCART1	575511.9	4146088.07	575511.86, 4146088.07	2.51014	1.34E-03	1.34E-03	3.3E-07	1.0E-06	5.3E-07	5.3E-07	2.4E-07	1.1E-08	2.7E-07	1.9E-08	0.0E+00	0.0E+00	3.0E-07
22	UCART1	575551.9	4146088.07	575551.86, 4146088.07	3.7718	2.02E-03	2.02E-03	5.0E-07	1.5E-06	7.9E-07	7.9E-07	3.6E-07	1.7E-08	4.0E-07	2.9E-08	0.0E+00	0.0E+00	4.5E-07
23	UCART1	575591.9	4146088.07	575591.86, 4146088.07	5.62863	3.01E-03	3.01E-03	7.4E-07	2.2E-06	1.2E-06	1.2E-06	5.4E-07	2.5E-08	6.0E-07	4.3E-08	0.0E+00	0.0E+00	6.7E-07
24	UCART1	575631.9	4146088.07	575631.86, 4146088.07	8.12635	4.34E-03	4.34E-03	1.1E-06	3.2E-06	1.7E-06	1.7E-06	7.8E-07	3.6E-08	8.7E-07	6.2E-08	0.0E+00	0.0E+00	9.6E-07
25	UCART1	575671.9	4146088.07	575671.86, 4146088.07	11.18792	5.98E-03	5.98E-03	1.5E-06	4.5E-06	2.3E-06	2.3E-06	1.1E-06	4.9E-08	1.2E-06	8.5E-08	0.0E+00	0.0E+00	1.3E-06
26	UCART1	575711.9	4146088.07	575711.86, 4146088.07	14.35726	7.67E-03	7.67E-03	1.9E-06	5.7E-06	3.0E-06	3.0E-06	1.4E-06	6.3E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.7E-06
27	UCART1	575471.9	4146128.07	575471.86, 4146128.07	1.8298	9.78E-04	9.78E-04	2.4E-07	7.3E-07	3.8E-07	3.8E-07	1.7E-07	8.1E-09	1.9E-07	1.4E-08	0.0E+00	0.0E+00	2.2E-07
28	UCART1	575511.9	4146128.07	575511.86, 4146128.07	2.69703	1.44E-03	1.44E-03	3.6E-07	1.1E-06	5.6E-07	5.6E-07	2.6E-07	1.2E-08	2.9E-07	2.1E-08	0.0E+00	0.0E+00	3.2E-07
29	UCART1	575551.9	4146128.07	575551.86, 4146128.07	4.22818	2.26E-03	2.26E-03	5.6E-07	1.7E-06	8.9E-07	8.9E-07	4.0E-07	1.9E-08	4.5E-07	3.2E-08	0.0E+00	0.0E+00	5.0E-07
30	UCART1	575591.9	4146128.07	575591.86, 4146128.07	6.75685	3.61E-03	3.61E-03	8.9E-07	2.7E-06	1.4E-06	1.4E-06	6.5E-07	3.0E-08	7.2E-07	5.2E-08	0.0E+00	0.0E+00	8.0E-07
31	UCART1	575631.9	4146128.07	575631.86, 4146128.07	10.45364	5.59E-03	5.59E-03	1.4E-06	4.2E-06	2.2E-06	2.2E-06	1.0E-06	4.6E-08	1.1E-06	8.0E-08	0.0E+00	0.0E+00	1.2E-06
32	UCART1	575671.9	4146128.07	575671.86, 4146128.07	15.13423	8.09E-03	8.09E-03	2.0E-06	6.0E-06	3.2E-06	3.2E-06	1.4E-06	6.7E-08	1.6E-06	1.2E-07	0.0E+00	0.0E+00	1.8E-06
33	UCART1	575711.9	4146128.07	575711.86, 4146128.07	19.82579	1.06E-02	1.06E-02	2.6E-06	7.9E-06	4.2E-06	4.2E-06	1.9E-06	8.7E-08	2.1E-06	1.5E-07	0.0E+00	0.0E+00	2.4E-06
34	UCART1	575433.9	4146087.51	575433.85, 4146087.51	1.29164	6.90E-04	6.90E-04	1.7E-07	5.2E-07	2.7E-07	2.7E-07	1.2E-07	5.7E-09	1.4E-07	9.9E-09	0.0E+00	0.0E+00	1.5E-07
35	UCART1	575311.9	4146168.07	575311.86, 4146168.07	0.63148	3.37E-04	3.37E-04	8.3E-08	2.5E-07	1.3E-07	1.3E-07	6.0E-08	2.8E-09	6.7E-08	4.8E-09	0.0E+00	0.0E+00	7.5E-08
36	UCART1	575351.9	4146168.07	575351.86, 4146168.07	0.7986	4.27E-04	4.27E-04	1.1E-07	3.2E-07	1.7E-07	1.7E-07	7.6E-08	3.5E-09	8.5E-08	6.1E-09	0.0E+00	0.0E+00	9.5E-08
37	UCART1	575391.9	4146168.07	575391.86, 4146168.07	1.03863	5.55E-04	5.55E-04	1.4E-07	4.1E-07	2.2E-07	2.2E-07	9.9E-08	4.6E-09	1.1E-07	7.9E-09	0.0E+00	0.0E+00	1.2E-07
38	UCART1	575431.9	4146168.07	575431.86, 4146168.07	1.39192	7.44E-04	7.44E-04	1.8E-07	5.6E-07	2.9E-07	2.9E-07	1.3E-07	6.1E-09	1.5E-07	1.1E-08	0.0E+00	0.0E+00	1.7E-07
39	UCART1	575471.9	4146168.07	575471.86, 4146168.07	1.92901	1.03E-03	1.03E-03	2.5E-07	7.7E-07	4.0E-07	4.0E-07	1.8E-07	8.5E-09	2.1E-07	1.5E-08	0.0E+00	0.0E+00	2.3E-07
40	UCART1	575511.9	4146168.07	575511.86, 4146168.07	2.8918	1.55E-03	1.55E-03	3.8E-07	1.2E-06	6.1E-07	6.1E-07	2.8E-07	1.3E-08	3.1E-07	2.2E-08	0.0E+00	0.0E+00	3.4E-07
41	UCART1	575551.9	4146168.07	575551.86, 4146168.07	4.71563	2.52E-03	2.52E-03	6.2E-07	1.9E-06	9.9E-07	9.9E-07	4.5E-07	2.1E-08	5.0E-07	3.6E-08	0.0E+00	0.0E+00	5.6E-07
42	UCART1	575591.9	4146168.07	575591.86, 4146168.07	8.1309	4.34E-03	4.34E-03	1.1E-06	3.2E-06	1.7E-06	1.7E-06	7.8E-07	3.6E-08	8.7E-07	6.2E-08	0.0E+00	0.0E+00	9.6E-07
43	UCART1	575631.9	4146168.07	575631.86, 4146168.07	13.75634	7.35E-03	7.35E-03	1.8E-06	5.5E-06	2.9E-06	2.9E-06	1.3E-06	6.1E-08	1.5E-06	1.1E-07	0.0E+00	0.0E+00	1.6E-06
44	UCART1	575671.9	4146168.07	575671.86, 4146168.07	21.34762	1.14E-02	1.14E-02	2.8E-06	8.5E-06	4.5E-06	4.5E-06	2.0E-06	9.4E-08	2.3E-06	1.6E-07	0.0E+00	0.0E+00	2.5E-06
45	UCART1	575711.9	4146168.07	575711.86, 4146168.07	28.83073	1.54E-02	1.54E-02	3.8E-06	1.2E-05	6.0E-06	6.0E-06	2.8E-06	1.3E-07	3.1E-06	2.2E-07	0.0E+00	0.0E+00	3.4E-06
46	UCART1	575751.9	4146168.07	575751.86, 4146168.07	33.08906	1.77E-02	1.77E-02	4.4E-06	1.3E-05	6.9E-06	6.9E-06	3.2E-06	1.5E-07	3.5E-06	2.5E-07	0.0E+00	0.0E+00	3.9E-06
47	UCART1	575433.9	4146127.51	575433.85, 4146127.51	1.35094	7.22E-04	7.22E-04	1.8E-07	5.4E-07	2.8E-07	2.8E-07	1.3E-07	6.0E-09	1.4E-07	1.0E-08	0.0E+00	0.0E+00	1.6E-07
48	UCART1	575311.9	4146208.07	575311.86, 4146208.07	0.61857	3.31E-04	3.31E-04	8.2E-08	2.5E-07	1.3E-07	1.3E-07	5.9E-08	2.7E-09	6.6E-08	4.7E-09	0.0E+00	0.0E+00	7.3E-08
49	UCART1	575351.9	4146208.07	575351.86, 4146208.07	0.78809	4.21E-04	4.21E-04	1.0E-07	3.1E-07	1.6E-07	1.6E-07	7.5E-08	3.5E-09	8.4E-08	6.0E-09	0.0E+00	0.0E+00	9.3E-08
50	UCART1	575391.9	4146208.07	575391.86, 4146208.07	1.03519	5.53E-04	5.53E-04	1.4E-07	4.1E-07	2.2E-07	2.2E-07	9.9E-08	4.6E-09	1.1E-07	7.9E-09	0.0E+00	0.0E+00	1.2E-07
51	UCART1	575431.9	4146208.07	575431.86, 4146208.07	1.4141	7.56E-04	7.56E-04	1.9E-07	5.6E-07	3.0E-07	3.0E-07	1.4E-07	6.2E-09	1.5E-07	1.1E-08	0.0E+00	0.0E+00	1.7E-07
52	UCART1	575471.9	4146208.07	575471.86, 4146208.07	2.00024	1.07E-03	1.07E-03	2.6E-07	8.0E-07	4.2E-07	4.2E-07	1.9E-07	8.8E-09	2.1E-07	1.5E-08	0.0E+00	0.0E+00	2.4E-07
53	UCART1	575511.9	4146208.07	575511.86, 4146208.07	3.03184	1.62E-03	1.62E-03	4.0E-07	1.2E-06	6.3E-07	6.3E-07	2.9E-07	1.3E-08	3.2E-07	2.3E-08	0.0E+00	0.0E+00	3.6E-07
54	UCART1	575551.9	4146208.07	575551.86, 4146208.07	5.19454	2.78E-03	2.78E-03	6.9E-07	2.1E-06	1.1E-06	1.1E-06	5.0E-07	2.3E-08	5.5E-07	4.0E-08	0.0E+00	0.0E+00	6.2E-07
55	UCART1	575591.9	4146208.07	575591.86, 4146208.07	9.83716	5.26E-03	5.26E-03	1.3E-06	3.9E-06	2.1E-06	2.1E-06	9.4E-07	4.3E-08	1.0E-06	7.5E-08	0.0E+00	0.0E+00	1.2E-06
56	UCART1	575631.9	4146208.07	575631.86, 4146208.07	18.65476	9.97E-03	9.97E-03	2.5E-06	7.4E-06	3.9E-06	3.9E-06	1.8E-06	8.2E-08	2.0E-06	1.4E-07	0.0E+00	0.0E+00	2.2E-06
57	UCART1	575671.9	4146208.07	575671.86, 4146208.07	31.86988	1.70E-02	1.70E-02	4.2E-06	1.3E-05	6.7E-06	6.7E-06	3.0E-06	1.4E-07	3.4E-06	2.4E-07	0.0E+00	0.0E+00	3.8E-06
58	UCART1	575711.9	4146208.07	575711.86, 4146208.07	44.92623	2.40E-02	2.40E-02	5.9E-06	1.8E-05	9.4E-06	9.4E-06	4.3E-06	2.0E-07	4.8E-06	3.4E-07	0.0E+00	0.0E+00	5.3E-06
59	UCART1	575751.9	4146208.07	575751.86, 4146208.07	49.32841	2.64E-02	2.64E-02	6.5E-06	2.0E-05	1.0E-05	1.0E-05	4.7E-06	2.2E-07	5.3E-06	3.8E-07	0.0E+00	0.0E+00	5.9E-06
60	UCART1	575311.9	4146248.07	575311.86, 4146248.07	0.61121	3.27E-04	3.27E-04	8.1E-08	2.4E-07	1.3E-07	1.3E-07	5.8E-08	2.7E-09	6.5E-08	4.7E-09	0.0E+00	0.0E+00	7.2E-08
61	UCART1	575351.9	4146248.07	575351.86, 4146248.07	0.7744	4.14E-04	4.14E-04	1.0E-07	3.1E-07	1.6E-07	1.6E-07	7.4E-08	3.4E-09	8.3E-08	5.9E-09	0.0E+00	0.0E+00	9.2E-08
62	UCART1	575391.9	4146248.07	575391.86, 4146248.07	1.01461	5.42E-04	5.42E-04	1.3E-07	4.0E-07	2.1E-07	2.1E-07	9.7E-08	4.5E-09	1.1E-07	7.7E-09	0.0E+00	0.0E+00	1.2E-07
63	UCART1	575431.9	4146248.07	575431.86, 4146248.07	1.39457	7.45E-04	7.45E-04	1.8E-07	5.6E-07	2.9E-07	2.9E-07	1.3E-07	6.2E-09	1.5E-07	1.1E-08	0.0E+00	0.0E+00	1.7E-07
64	UCART1	575471.9	4146248.07	575471.86, 4146248.07	2.0156	1.08E-03	1.08E-03	2.7E-07	8.0E-07	4.2E-07	4.2E-07	1.9E-07	8.9E-09	2.1E-07	1.5E-08	0.0E+00	0.0E+00	2.4E-07
65	UCART1	575511.9	4146248.07	575511.86, 4146248.07	3.13158	1.67E-03	1.67E-03	4.1E-07	1.2E-06	6.6E-07	6.6E-07	3.0E-07	1.4E-08	3.3E-07	2.4E-08	0.0E+00	0.0E+00	3.7E-07
66	UCART1	575551.9	4146248.07	575551.86, 4146248.07	5.54281	2.96E-03	2.96E-03	7.3E-07	2.2E-06	1.2E-06	1.2E-06	5.3E-07	2.4E-08	5.9E-07	4.2E-08	0.0E+00	0.0E+00	6.6E-07
67	UCART1	575591.9	4146248.07	575591.86, 4146248.07	11.85899	6.34E-03	6.34E-03	1.6E-06	4.7E-06	2.5E-06	2.5E-06	1.1E-06	5.2E-08	1.3E-06	9.1E-08	0.0E+00	0.0E+00	1.4E-06
68	UCART1	575631.9	4146248.07	575631.86, 4146248.07	26.32715	1.41E-02	1.41E-02	3.5E-06	1.1E-05	5.5E-06	5.5E-06	2.5E-06	1.2E-07	2.8E-06	2.0E-07	0.0E+00	0.0E+00	3.1E-06
69	UCART1	575671.9	4146248.07	575671.86, 4146248.07	51.37374	2.75E-02	2.75E-02	6.8E-06	2.0E-05	1.1E-05	1.1E-05	4.9E-06	2.3E-07	5.5E-06	3.9E-07	0.0E+00	0.0E+00	6.1E-06
70	UCART1	575709.7	4146237.93	575709.73, 4146237.93	65.32514	3.49E-02	3.49E-02	8.6E-06	2.6E-05	1.4E-05	1.4E-05	6.2E-06	2.9E-07	7.0E-06	5.0E-07	0.0E+00	0.0E+00	7.7E-06
71	UCART1	575749.7	4146237.93	575749.73, 4146237.93	68.87026	3.68E-02	3.68E-02	9.1E-06	2.7E-05	1.4E-05	1.4E-05	6.6E-06	3.0E-07	7.3E-06	5.3E-07	0.0E+00	0.0E+00	8.2E-06
72	UCART1	575871.9	4146248.07	575871.86, 4146248.07	18.09778	9.67E-03	9.67E-03	2.4E-06	7.2E-06	3.8E-06	3.8E-06	1.7E-06	8.0E-08	1.9E-06	1.4E-07	0.0E+00	0.0E+00	2.1E-06
73	UCART1	575911.9	4146248.07	575911.86, 4146248.07	11.21297	5.99E-03	5.99E-03	1.5E-06	4.5E-06	2.3E-06	2.3E-06	1.1E-06	4.9E-08	1.2E-06	8.6E-08	0.0E+00	0.0E+00	1.3E-06
74	UCART1	575311.9	4146288.07	575311.86, 4146288.07	0.60111	3.21E-04	3.21E-04	7.9E-08	2.4E-07	1.3E-07	1.3E-07	5.7E-08	2.7E-09	6.4E-08	4.6E-09	0.0E+00	0.0E+00	7.1E-08
75	UCART1	575351.9	4146288.07	575351.86, 4146288.07	0.75993	4.06E-04	4.06E-04	1.0E-07	3.0E-07	1.6E-07	1.6E-07	7.3E-08	3.4E-09	8.1E-08	5.8E-09	0.0E+00	0.0E+00	9.0E-08
76	UCART1	575391.9	4146288.07	575391.86, 4146288.07	0.99258	5.30E-04	5.30E-04	1.3E-07	4.0E-07	2.1E-07	2.1E-07	9.5E-08	4.4E-09	1.1E-07	7.6E-09	0.0E+00	0.0E+00	1.2E-07
77	UCART1	575431.9	4146288.07	575431.86, 4146288.07	1.35788	7.26E-04	7.26E-04	1.8E-07	5.4E-07	2.8E-07	2.8E-07	1.3E-07	6.0E-09	1.4E-07	1.0E-08	0.0E+00	0.0E+00	1.6E-07
78	UCART1	575471.9	4146288.07	575471.86, 4146288.07	1.96953	1.05E-03	1.05E-03	2.6E-07	7.9E-07	4.1E-07	4.1E-07	1.9E-07	8.7E-09	2.1E-07	1.5E-08	0.0E+00	0.0E+00	2.3E-07
79	UCART1	575511.9	4146288.07	575511.86, 4146288.07	3.11241	1.66E-03	1.66E-03	4.1E-07	1.2E-06	6.5E-07	6.5E-07	3.0E-07	1.4E-08	3.3E-07	2.4E-08	0.0E+00	0.0E+00	3.7E-07
80	UCART1	575551.9	4146288.07	575551.86, 4146288.07	5.65557	3.02E-03	3.02E-03	7.5E-07	2.3E-06	1.2E-06	1.2E-06	5.4E-07	2.5E-08	6.0E-07	4.3E-08	0.0E+00	0.0E+00	6.7E-07
81	UCART1	575591.9	4146288.07	575591.86, 4146288.07	13.64244	7.29E-03	7.29E-03	1.8E-06	5.4E-06	2.9E-06	2.9E-06	1.3E-06	6.0E-08	1.5E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
82	UCART1	575631.9	4146288.07	575631.86, 4146288.07	39.4698	2.11E-02	2.11E-02	5.2E-06	1.6E-05	8.3E-06	8.3E-06	3.8E-06	1.7E-07	4.2E-06	3.0E-07	0.0E+00	0.0E+00	4.7E-06
83	UCART1	575674.9	4146273.76	575674.93, 4146273.76	76.85184	4.11E-02	4.11E-02	1.0E-05	3.1E-05	1.6E-05	1.6E-05	7.3E-06	3.4E-07	8.2E-06	5.9E-07	0.0E+00	0.0E+00	9.1E-06
84	UCART1	575871.9	4146288.07	575871.86, 4146288.07	15.26244	8.16E-03	8.16E-03	2.0E-06	6.1E-06	3.2E-06	3.2E-06	1.5E-06	6.7E-08	1.6E-06	1.2E-07	0.0E+00	0.0E+00	1.8E-06
85	UCART1	575911.9	4146288.07	575911.86, 4146288.07	9.1245	4.88E-03	4.88E-03	1.2E-06	3.6E-06	1.9E-06	1.9E-06	8.7E-07	4.0E-08	9.7E-07	7.0E-08	0.0E+00	0.0E+00	1.1E-06
86	UCART1	575311.9	4146328.07	575311.86, 4146328.07	0.59132	3.16E-04	3.16E-04	7.8E-08	2.4E-07	1.2E-07	1.2E-07	5.6E-08	2.6E-09	6.3E-08	4.5E-09	0.0E+00	0.0E+00	7.0E-08
87	UCART1	575351.9	4146328.07	575351.86, 4146328.07	0.74503	3.98E-04	3.98E-04	9.8E-08	3.0E-07	1.6E-07	1.6E-07	7.1E-08	3.3E-09	7.9E-08	5.7E-09	0.0E+00	0.0E+00	8.8E-08
88	UCART1	575391.9	4146328.07	575391.86, 4146328.07	0.96971	5.18E-04	5.18E-04	1.3E-07	3.9E-07	2.0E-07	2.0E-07	9.3E-08	4.3E-09	1.0E-07	7.4E-09	0.0E+00	0.0E+00	1.2E-07
89	UCART1	575431.9	4146328.07	575431.86, 4146328.07	1.31826	7.04E-04	7.04E-04	1.7E-07	5.3E-07	2.8E-07	2.8E-07	1.3E-07	5.8E-09	1.4E-07	1.0E-08	0.0E+00	0.0E+00	1.6E-07
90	UCART1	575471.9	4146328.07	575471.86, 4146328.07	1.89597	1.01E-03	1.01E-03	2.5E-07	7.6E-07	4.0E-07	4.0E-07	1.8E-07	8.4E-09	2.0E-07	1.4E-08	0.0E+00	0.0E+00	2.2E-07
91	UCART1	575511.9	4146328.07	575511.86, 4146328.07	2.98135	1.59E-03	1.59E-03	3.9E-07	1.2E-06	6.2E-07	6.2E-07	2.8E-07	1.3E-08	3.2E-07	2.3E-08	0.0E+00	0.0E+00	3.5E-07
92	UCART1	575551.9	4146328.07	575551.86, 4146328.07	5.44205	2.91E-03	2.91E-03	7.2E-07	2.2E-06	1.1E-06	1.1E-06	5.2E-07	2.4E-08	5.8E-07	4.2E-08	0.0E+00	0.0E+00	6.5E-07
93	UCART1	575591.9	4146328.07	575591.86, 4146328.07	13.65996	7.30E-03	7.30E-03	1.8E-06	5.4E-06	2.9E-06	2.9E-06	1.3E-06	6.0E-08	1.5E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
94	UCART1	575631.9	4146328.07	575631.86, 4146328.07	69.75288	3.73E-02	3.73E-02	9.2E-06	2.8E-05	1.5E-05	1.5E-05	6.7E-06	3.1E-07	7.4E-06	5.3E-07	0.0E+00	0.0E+00	8.3E-06
95	UCART1	575311.9	4146368.07	575311.86, 4146368.07	0.58052	3.10E-04	3.10E-04	7.7E-08	2.3E-07	1.2E-07	1.2E-07	5.5E-08	2.6E-09	6.2E-08	4.4E-09	0.0E+00	0.0E+00	6.9E-08
96	UCART1	575351.9	4146368.07	575351

104	UCART1	575351.9	4146408.07	575351.86, 4146408.07	0.72347	3.87E-04	3.87E-04	9.6E-08	2.9E-07	1.5E-07	1.5E-07	6.9E-08	3.2E-09	7.7E-08	5.5E-09	0.0E+00	0.0E+00	8.6E-08
105	UCART1	575391.9	4146408.07	575391.86, 4146408.07	0.95459	5.10E-04	5.10E-04	1.3E-07	3.8E-07	2.0E-07	2.0E-07	9.1E-08	4.2E-09	1.0E-07	7.3E-09	0.0E+00	0.0E+00	1.1E-07
106	UCART1	575431.9	4146408.07	575431.86, 4146408.07	1.29978	6.94E-04	6.94E-04	1.7E-07	5.2E-07	2.7E-07	2.7E-07	1.2E-07	5.7E-09	1.4E-07	9.9E-09	0.0E+00	0.0E+00	1.5E-07
107	UCART1	575471.9	4146408.07	575471.86, 4146408.07	1.86986	9.99E-04	9.99E-04	2.5E-07	7.5E-07	3.9E-07	3.9E-07	1.8E-07	8.2E-09	2.0E-07	1.4E-08	0.0E+00	0.0E+00	2.2E-07
108	UCART1	575511.9	4146408.07	575511.86, 4146408.07	2.87683	1.54E-03	1.54E-03	3.8E-07	1.1E-06	6.0E-07	6.0E-07	2.7E-07	1.3E-08	3.1E-07	2.2E-08	0.0E+00	0.0E+00	3.4E-07
109	UCART1	575551.9	4146408.07	575551.86, 4146408.07	5.4406	2.91E-03	2.91E-03	7.2E-07	2.2E-06	1.1E-06	1.1E-06	5.2E-07	2.4E-08	5.8E-07	4.2E-08	0.0E+00	0.0E+00	6.5E-07
110	UCART1	575591.9	4146408.07	575591.86, 4146408.07	13.40184	7.16E-03	7.16E-03	1.8E-06	5.3E-06	2.8E-06	2.8E-06	1.3E-06	5.9E-08	1.4E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
111	UCART1	575311.9	4146448.07	575311.86, 4146448.07	0.58468	3.12E-04	3.12E-04	7.7E-08	2.3E-07	1.2E-07	1.2E-07	5.6E-08	2.6E-09	6.2E-08	4.5E-09	0.0E+00	0.0E+00	6.9E-08
112	UCART1	575351.9	4146448.07	575351.86, 4146448.07	0.7445	3.98E-04	3.98E-04	9.8E-08	3.0E-07	1.6E-07	1.6E-07	7.1E-08	3.3E-09	7.9E-08	5.7E-09	0.0E+00	0.0E+00	8.8E-08
113	UCART1	575391.9	4146448.07	575391.86, 4146448.07	0.99365	5.31E-04	5.31E-04	1.3E-07	4.0E-07	2.1E-07	2.1E-07	9.5E-08	4.4E-09	1.1E-07	7.6E-09	0.0E+00	0.0E+00	1.2E-07
114	UCART1	575431.9	4146448.07	575431.86, 4146448.07	1.37244	7.33E-04	7.33E-04	1.8E-07	5.5E-07	2.9E-07	2.9E-07	1.3E-07	6.1E-09	1.5E-07	1.0E-08	0.0E+00	0.0E+00	1.6E-07
115	UCART1	575471.9	4146448.07	575471.86, 4146448.07	2.01399	1.08E-03	1.08E-03	2.7E-07	8.0E-07	4.2E-07	4.2E-07	1.9E-07	8.9E-09	2.1E-07	1.5E-08	0.0E+00	0.0E+00	2.4E-07
116	UCART1	575591.9	4146448.07	575591.86, 4146448.07	13.15438	7.03E-03	7.03E-03	1.7E-06	5.2E-06	2.8E-06	2.8E-06	1.3E-06	5.8E-08	1.4E-06	1.0E-07	0.0E+00	0.0E+00	1.6E-06
117	UCART1	575631.9	4146448.07	575631.86, 4146448.07	23.12432	1.24E-02	1.24E-02	3.1E-06	9.2E-06	4.8E-06	4.8E-06	2.2E-06	1.0E-07	2.5E-06	1.8E-07	0.0E+00	0.0E+00	2.7E-06
118	UCART1	575311.9	4146488.07	575311.86, 4146488.07	0.62505	3.34E-04	3.34E-04	8.3E-08	2.5E-07	1.3E-07	1.3E-07	6.0E-08	2.8E-09	6.7E-08	4.8E-09	0.0E+00	0.0E+00	7.4E-08
119	UCART1	575351.9	4146488.07	575351.86, 4146488.07	0.80317	4.29E-04	4.29E-04	1.1E-07	3.2E-07	1.7E-07	1.7E-07	7.7E-08	3.5E-09	8.6E-08	6.1E-09	0.0E+00	0.0E+00	9.5E-08
120	UCART1	575391.9	4146488.07	575391.86, 4146488.07	1.06965	5.72E-04	5.72E-04	1.4E-07	4.3E-07	2.2E-07	2.2E-07	1.0E-07	4.7E-09	1.1E-07	8.2E-09	0.0E+00	0.0E+00	1.3E-07
121	UCART1	575431.9	4146488.07	575431.86, 4146488.07	1.49918	8.01E-04	8.01E-04	2.0E-07	6.0E-07	3.1E-07	3.1E-07	1.4E-07	6.6E-09	1.6E-07	1.1E-08	0.0E+00	0.0E+00	1.8E-07
122	UCART1	575471.9	4146488.07	575471.86, 4146488.07	2.25599	1.21E-03	1.21E-03	3.0E-07	9.0E-07	4.7E-07	4.7E-07	2.2E-07	1.0E-08	2.4E-07	1.7E-08	0.0E+00	0.0E+00	2.7E-07
123	UCART1	575511.9	4146488.07	575511.86, 4146488.07	3.73395	2.00E-03	2.00E-03	4.9E-07	1.5E-06	7.8E-07	7.8E-07	3.6E-07	1.6E-08	4.0E-07	2.9E-08	0.0E+00	0.0E+00	4.4E-07
124	UCART1	575551.9	4146488.07	575551.86, 4146488.07	6.57717	3.51E-03	3.51E-03	8.7E-07	2.6E-06	1.4E-06	1.4E-06	6.3E-07	2.9E-08	7.0E-07	5.0E-08	0.0E+00	0.0E+00	7.8E-07
125	UCART1	575591.9	4146488.07	575591.86, 4146488.07	11.00897	5.88E-03	5.88E-03	1.5E-06	4.4E-06	2.3E-06	2.3E-06	1.1E-06	4.9E-08	1.2E-06	8.4E-08	0.0E+00	0.0E+00	1.3E-06
126	UCART1	575631.9	4146488.07	575631.86, 4146488.07	14.80899	7.91E-03	7.91E-03	2.0E-06	5.9E-06	3.1E-06	3.1E-06	1.4E-06	6.5E-08	1.6E-06	1.1E-07	0.0E+00	0.0E+00	1.8E-06
127	UCART1	575351.9	4146528.07	575351.86, 4146528.07	0.86902	4.64E-04	4.64E-04	1.1E-07	3.5E-07	1.8E-07	1.8E-07	8.3E-08	3.8E-09	9.3E-08	6.6E-09	0.0E+00	0.0E+00	1.0E-07
128	UCART1	575391.9	4146528.07	575391.86, 4146528.07	1.16441	6.22E-04	6.22E-04	1.5E-07	4.6E-07	2.4E-07	2.4E-07	1.1E-07	5.1E-09	1.2E-07	8.9E-09	0.0E+00	0.0E+00	1.4E-07
129	UCART1	575431.9	4146528.07	575431.86, 4146528.07	1.65624	8.85E-04	8.85E-04	2.2E-07	6.6E-07	3.5E-07	3.5E-07	1.6E-07	7.3E-09	1.8E-07	1.3E-08	0.0E+00	0.0E+00	2.0E-07
130	UCART1	575471.9	4146528.07	575471.86, 4146528.07	2.51305	1.34E-03	1.34E-03	3.3E-07	1.0E-06	5.3E-07	5.3E-07	2.4E-07	1.1E-08	2.7E-07	1.9E-08	0.0E+00	0.0E+00	3.0E-07
131	UCART1	575511.9	4146528.07	575511.86, 4146528.07	3.97415	2.12E-03	2.12E-03	5.3E-07	1.6E-06	8.3E-07	8.3E-07	3.8E-07	1.8E-08	4.2E-07	3.0E-08	0.0E+00	0.0E+00	4.7E-07
132	UCART1	575551.9	4146528.07	575551.86, 4146528.07	6.15126	3.29E-03	3.29E-03	8.1E-07	2.5E-06	1.3E-06	1.3E-06	5.9E-07	2.7E-08	6.6E-07	4.7E-08	0.0E+00	0.0E+00	7.3E-07
133	UCART1	575591.9	4146528.07	575591.86, 4146528.07	8.50527	4.54E-03	4.54E-03	1.1E-06	3.4E-06	1.8E-06	1.8E-06	8.1E-07	3.8E-08	9.1E-07	6.5E-08	0.0E+00	0.0E+00	1.0E-06
134	UCART1	575351.9	4146568.07	575351.86, 4146568.07	0.931	4.97E-04	4.97E-04	1.2E-07	3.7E-07	1.9E-07	1.9E-07	8.9E-08	4.1E-09	9.9E-08	7.1E-09	0.0E+00	0.0E+00	1.1E-07
135	UCART1	575391.9	4146568.07	575391.86, 4146568.07	1.27045	6.79E-04	6.79E-04	1.7E-07	5.1E-07	2.7E-07	2.7E-07	1.2E-07	5.6E-09	1.4E-07	9.7E-09	0.0E+00	0.0E+00	1.5E-07
136	UCART1	575431.9	4146568.07	575431.86, 4146568.07	1.81477	9.70E-04	9.70E-04	2.4E-07	7.2E-07	3.8E-07	3.8E-07	1.7E-07	8.0E-09	1.9E-07	1.4E-08	0.0E+00	0.0E+00	2.2E-07
137	UCART1	575471.9	4146568.07	575471.86, 4146568.07	2.6805	1.43E-03	1.43E-03	3.5E-07	1.1E-06	5.6E-07	5.6E-07	2.6E-07	1.2E-08	2.9E-07	2.0E-08	0.0E+00	0.0E+00	3.2E-07
138	UCART1	575511.9	4146568.07	575511.86, 4146568.07	3.90716	2.09E-03	2.09E-03	5.2E-07	1.6E-06	8.2E-07	8.2E-07	3.7E-07	1.7E-08	4.2E-07	3.0E-08	0.0E+00	0.0E+00	4.6E-07
139	UCART1	575551.9	4146568.07	575551.86, 4146568.07	5.31033	2.84E-03	2.84E-03	7.0E-07	2.1E-06	1.1E-06	1.1E-06	5.1E-07	2.3E-08	5.7E-07	4.1E-08	0.0E+00	0.0E+00	6.3E-07
140	UCART1	575711.9	4146568.07	575711.86, 4146568.07	3.89231	2.08E-03	2.08E-03	5.1E-07	1.6E-06	8.1E-07	8.1E-07	3.7E-07	1.7E-08	4.1E-07	3.0E-08	0.0E+00	0.0E+00	4.6E-07
141	UCART1	575751.9	4146568.07	575751.86, 4146568.07	2.84921	1.52E-03	1.52E-03	3.8E-07	1.1E-06	6.0E-07	6.0E-07	2.7E-07	1.3E-08	3.0E-07	2.2E-08	0.0E+00	0.0E+00	3.4E-07
142	UCART1	575391.9	4146608.07	575391.86, 4146608.07	1.37668	7.36E-04	7.36E-04	1.8E-07	5.5E-07	2.9E-07	2.9E-07	1.3E-07	6.1E-09	1.5E-07	1.1E-08	0.0E+00	0.0E+00	1.6E-07
143	UCART1	575421.5	4146612.5	575421.52, 4146612.5	1.78046	9.51E-04	9.51E-04	2.4E-07	7.1E-07	3.7E-07	3.7E-07	1.7E-07	7.9E-09	1.9E-07	1.4E-08	0.0E+00	0.0E+00	2.1E-07
144	UCART1	575591.9	4146648.07	575591.86, 4146648.07	3.52045	1.88E-03	1.88E-03	4.7E-07	1.4E-06	7.4E-07	7.4E-07	3.4E-07	1.6E-08	3.8E-07	2.7E-08	0.0E+00	0.0E+00	4.2E-07
145	UCART1	575631.9	4146648.07	575631.86, 4146648.07	3.15832	1.69E-03	1.69E-03	4.2E-07	1.3E-06	6.6E-07	6.6E-07	3.0E-07	1.4E-08	3.4E-07	2.4E-08	0.0E+00	0.0E+00	3.7E-07
146	UCART1	575671.9	4146648.07	575671.86, 4146648.07	2.57492	1.38E-03	1.38E-03	3.4E-07	1.0E-06	5.4E-07	5.4E-07	2.5E-07	1.1E-08	2.7E-07	2.0E-08	0.0E+00	0.0E+00	3.1E-07
147	UCART1	575551.9	4146688.07	575551.86, 4146688.07	2.78722	1.49E-03	1.49E-03	3.7E-07	1.1E-06	5.8E-07	5.8E-07	2.7E-07	1.2E-08	3.0E-07	2.1E-08	0.0E+00	0.0E+00	3.3E-07
148	UCART1	575591.9	4146688.07	575591.86, 4146688.07	2.67262	1.43E-03	1.43E-03	3.5E-07	1.1E-06	5.6E-07	5.6E-07	2.6E-07	1.2E-08	2.8E-07	2.0E-08	0.0E+00	0.0E+00	3.2E-07
149	UCART1	575631.9	4146688.07	575631.86, 4146688.07	2.35996	1.26E-03	1.26E-03	3.1E-07	9.4E-07	4.9E-07	4.9E-07	2.3E-07	1.0E-08	2.5E-07	1.8E-08	0.0E+00	0.0E+00	2.8E-07
150	UCART1	575671.9	4146688.07	575671.86, 4146688.07	1.94591	1.04E-03	1.04E-03	2.6E-07	7.8E-07	4.1E-07	4.1E-07	1.9E-07	8.6E-09	2.1E-07	1.5E-08	0.0E+00	0.0E+00	2.3E-07
151	UCART1	575551.9	4146728.07	575551.86, 4146728.07	2.21989	1.19E-03	1.19E-03	2.9E-07	8.9E-07	4.6E-07	4.6E-07	2.1E-07	9.8E-09	2.4E-07	1.7E-08	0.0E+00	0.0E+00	2.6E-07
152	UCART1	575591.9	4146728.07	575591.86, 4146728.07	2.07914	1.11E-03	1.11E-03	2.7E-07	8.3E-07	4.4E-07	4.4E-07	2.0E-07	9.2E-09	2.2E-07	1.6E-08	0.0E+00	0.0E+00	2.5E-07
153	UCART1	575631.9	4146728.07	575631.86, 4146728.07	1.83039	9.78E-04	9.78E-04	2.4E-07	7.3E-07	3.8E-07	3.8E-07	1.7E-07	8.1E-09	2.0E-07	1.4E-08	0.0E+00	0.0E+00	2.2E-07
154	UCART1	575671.9	4146728.07	575671.86, 4146728.07	1.52204	8.13E-04	8.13E-04	2.0E-07	6.1E-07	3.2E-07	3.2E-07	1.5E-07	6.7E-09	1.6E-07	1.2E-08	0.0E+00	0.0E+00	1.8E-07

Residential Exposure
Construction (Unmitigated)

Location	X	Y	X, Y	Rec #	Concentration	Construction Risk	Risk Per Million	Threhold	
Residences	575674.93	4146273.76	575674.93, 4146273.76	83	0.30215622	9.39078E-05	93.90783495	1.00E-05	Exceed

Construction (Mitigated)

Location	X	Y	X, Y	Rec #	Concentration	Construction Risk	Risk Per Million	Threhold	
Residences	575674.93	4146273.76	575674.93, 4146273.76	83	0.041063564	9.11589E-06	9.115886059	1.00E-05	LTS

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** AERMOD Input Produced by:
** AERMOD View Ver. 12.0.0
** Lakes Environmental Software Inc.
** Date: 6/25/2024
** File: C:\Lakes\AERMOD View\Woodland Park_NonUnit\Woodland Park_NonUnit.ADI
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** AERMOD Control Pathway
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CO STARTING
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   AVERTIME 1 PERIOD
   URBANOPT 766573 San_Mateo_County
   POLLUTID PM_2.5
   RUNORNOT RUN
   ERRORFIL "Woodland Park_NonUnit.err"
CO FINISHED
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** AERMOD Source Pathway
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SO STARTING
** Source Location **
** Source ID - Type - X Coord. - Y Coord. **
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** DESCRSRC Onsite Construction
** PREFIX
** Length of Side = 7.00
** Configuration = Adjacent
** Emission Rate = 1.0
** Vertical Dimension = 6.80
** SZINIT = 3.16
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LOCATION L0000064     VOLUME   575674.216 4146336.523 8.02
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** Source Parameters **
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SRCPARAM L0000046     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000047     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000048     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000049     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000050     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000051     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000052     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000053     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000054     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000055     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000056     0.0080645161      3.40      3.26      3.16
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SRCPARAM L0000057     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000058     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000059     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000060     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000061     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000062     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000063     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000064     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000065     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000066     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000067     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000068     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000069     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000070     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000071     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000072     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000073     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000074     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000075     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000076     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000077     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000078     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000079     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000080     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000081     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000082     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000083     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000084     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000085     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000086     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000087     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000088     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000089     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000090     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000091     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000092     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000093     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000094     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000095     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000096     0.0080645161      3.40      3.26      3.16
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SRCPARAM L0000098     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000099     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000100     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000101     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000102     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000103     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000104     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000105     0.0080645161      3.40      3.26      3.16
SRCPARAM L0000106     0.0080645161      3.40      3.26      3.16
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   SRCPARAM L0000107     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000108     0.0080645161      3.40      3.26      3.16
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   SRCPARAM L0000110     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000111     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000112     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000113     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000114     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000115     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000116     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000117     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000118     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000119     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000120     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000121     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000122     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000123     0.0080645161      3.40      3.26      3.16
   SRCPARAM L0000124     0.0080645161      3.40      3.26      3.16
** ---------------------------------------------------------------------
   URBANSRC ALL
   SRCGROUP ALL
SO FINISHED
**
**************************************
** AERMOD Receptor Pathway
**************************************
**
**
RE STARTING
   INCLUDED "Woodland Park_NonUnit.rou"
RE FINISHED
**
**************************************
** AERMOD Meteorology Pathway
**************************************
**
**
ME STARTING
   SURFFILE "..\Woodland Park_Const_v2\724937.SFC"
   PROFFILE "..\Woodland Park_Const_v2\724937.PFL"
   SURFDATA 23289 2009
   UAIRDATA 23230 2009 OAKLAND/WSO_AP
   PROFBASE 2.1 METERS
ME FINISHED
**
**************************************
** AERMOD Output Pathway
**************************************
**
**
```

```
OU STARTING
   RECTABLE ALLAVE 1ST
   RECTABLE 1 1ST
** Auto-Generated Plotfiles
   PLOTFILE 1 ALL 1ST "WOODLAND PARK_NONUNIT.AD\01H1GALL.PLT" 31
   PLOTFILE PERIOD ALL "WOODLAND PARK_NONUNIT.AD\PE00GALL.PLT" 32
   SUMMFILE "Woodland Park_NonUnit.sum"
OU FINISHED

 **********************************
 *** SETUP Finishes Successfully ***
 **********************************

 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                        ***        15:53:49

                                   PAGE   1
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                                          ***     MODEL SETUP OPTIONS SUMMARY
  ***
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - - - - -

 ** Model Options Selected:
      * Model Uses Regulatory DEFAULT Options
      * Model Is Setup For Calculation of Average CONCentration Values.
      * NO GAS DEPOSITION Data Provided.
      * NO PARTICLE DEPOSITION Data Provided.
      * Model Uses NO DRY DEPLETION. DDPLETE  =  F
      * Model Uses NO WET DEPLETION. WETDPLT  =  F
      * Stack-tip Downwash.
      * Model Accounts for ELEVated Terrain Effects.
      * Use Calms Processing Routine.
      * Use Missing Data Processing Routine.
      * No Exponential Decay.
      * Model Uses URBAN Dispersion Algorithm for the SBL for   124 Source(s),
        for Total of    1 Urban Area(s):
   Urban Population =    766573.0 ;  Urban Roughness Length =  1.000 m
      * Urban Roughness Length of 1.0 Meter Used.
      * CCVR_Sub - Meteorological data includes CCVR substitutions
      * TEMP_Sub - Meteorological data includes TEMP substitutions
      * Model Assumes No FLAGPOLE Receptor Heights.
      * The User Specified a Pollutant Type of: PM_2.5

 **Model Calculates  1 Short Term Average(s) of:   1-HR
     and Calculates PERIOD Averages
```

```
 **This Run Includes:    124 Source(s);       1 Source Group(s); and     154
Receptor(s)

                with:      0 POINT(s), including
                           0 POINTCAP(s) and      0 POINTHOR(s)
                 and:    124 VOLUME source(s)
                 and:      0 AREA type source(s)
                 and:      0 LINE source(s)
                 and:      0 RLINE/RLINEXT source(s)
                 and:      0 OPENPIT source(s)
                 and:      0 BUOYANT LINE source(s) with a total of     0 line(s)
                 and:      0 SWPOINT source(s)


 **Model Set To Continue RUNning After the Setup Testing.

 **The AERMET Input Meteorological Data Version Date:  14134

 **Output Options Selected:
          Model Outputs Tables of PERIOD Averages by Receptor
          Model Outputs Tables of Highest Short Term Values by Receptor (RECTABLE
Keyword)
          Model Outputs External File(s) of High Values for Plotting (PLOTFILE
Keyword)
          Model Outputs Separate Summary File of High Ranked Values (SUMMFILE
Keyword)

 **NOTE:  The Following Flags May Appear Following CONC Values:  c for Calm Hours
                                                                 m for Missing
Hours
                                                                 b for Both Calm
and Missing Hours

 **Misc. Inputs:  Base Elev. for Pot. Temp. Profile (m MSL) =     2.10 ;  Decay
Coef. =    0.000     ;  Rot. Angle =     0.0
                  Emission Units = GRAMS/SEC                                ;
Emission Rate Unit Factor =   0.10000E+07
                  Output Units   = MICROGRAMS/M**3

 **Approximate Storage Requirements of Model =      3.6 MB of RAM.

 **Input Runstream File:          aermod.inp

 **Output Print File:             aermod.out


 **Detailed Error/Message File:   Woodland Park_NonUnit.err

 **File for Summary of Results:   Woodland Park_NonUnit.sum
```

*** MODELOPTs: RegDFAULT CONC ELEV URBAN

*** VOLUME SOURCE DATA ***

SOURCE ID	NUMBER EMISSION RATE PART. SCALAR CATS.	EMISSION RATE (GRAMS/SEC)	X (METERS)	Y (METERS)	BASE ELEV. (METERS)	RELEASE HEIGHT (METERS)	INIT. SY (METERS)	INIT. SZ (METERS)	URBAN SOURCE BY	AIRCRAFT EMISSION RATE VARY
L0000001	0	0.80645E-02	575670.7	4146318.3	8.1	3.40	3.26	3.16	YES	NO
L0000002	0	0.80645E-02	575677.7	4146318.1	8.1	3.40	3.26	3.16	YES	NO
L0000003	0	0.80645E-02	575684.7	4146317.9	8.1	3.40	3.26	3.16	YES	NO
L0000004	0	0.80645E-02	575691.7	4146317.7	8.1	3.40	3.26	3.16	YES	NO
L0000005	0	0.80645E-02	575698.7	4146317.5	8.0	3.40	3.26	3.16	YES	NO
L0000006	0	0.80645E-02	575705.7	4146317.3	8.0	3.40	3.26	3.16	YES	NO
L0000007	0	0.80645E-02	575712.7	4146317.1	7.9	3.40	3.26	3.16	YES	NO
L0000008	0	0.80645E-02	575719.7	4146316.9	7.9	3.40	3.26	3.16	YES	NO
L0000009	0	0.80645E-02	575726.7	4146316.7	7.9	3.40	3.26	3.16	YES	NO
L0000010	0	0.80645E-02	575733.7	4146316.5	7.9	3.40	3.26	3.16	YES	NO
L0000011	0	0.80645E-02	575740.7	4146316.3	7.8	3.40	3.26	3.16	YES	NO
L0000012	0	0.80645E-02	575742.7	4146321.7	7.8	3.40	3.26	3.16	YES	NO
L0000013	0	0.80645E-02	575743.1	4146328.6	7.7	3.40	3.26	3.16	YES	NO
L0000014	0	0.80645E-02	575743.6	4146335.6	7.7	3.40	3.26	3.16	YES	NO
L0000015	0	0.80645E-02	575744.1	4146342.6	7.5	3.40	3.26	3.16	YES	NO

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 L0000016         0   0.80645E-02  575744.5 4146349.6     7.3     3.40     3.26
3.16     YES                   NO
 L0000017         0   0.80645E-02  575745.0 4146356.6     7.1     3.40     3.26
3.16     YES                   NO
 L0000018         0   0.80645E-02  575745.5 4146363.6     7.2     3.40     3.26
3.16     YES                   NO
 L0000019         0   0.80645E-02  575745.9 4146370.5     7.4     3.40     3.26
3.16     YES                   NO
 L0000020         0   0.80645E-02  575746.4 4146377.5     7.7     3.40     3.26
3.16     YES                   NO
 L0000021         0   0.80645E-02  575746.9 4146384.5     7.6     3.40     3.26
3.16     YES                   NO
 L0000022         0   0.80645E-02  575747.3 4146391.5     7.6     3.40     3.26
3.16     YES                   NO
 L0000023         0   0.80645E-02  575747.5 4146398.3     7.6     3.40     3.26
3.16     YES                   NO
 L0000024         0   0.80645E-02  575742.0 4146402.6     7.6     3.40     3.26
3.16     YES                   NO
 L0000025         0   0.80645E-02  575736.5 4146407.0     7.6     3.40     3.26
3.16     YES                   NO
 L0000026         0   0.80645E-02  575730.9 4146411.3     7.6     3.40     3.26
3.16     YES                   NO
 L0000027         0   0.80645E-02  575725.4 4146415.6     7.5     3.40     3.26
3.16     YES                   NO
 L0000028         0   0.80645E-02  575719.9 4146419.9     7.5     3.40     3.26
3.16     YES                   NO
 L0000029         0   0.80645E-02  575714.4 4146424.2     7.6     3.40     3.26
3.16     YES                   NO
 L0000030         0   0.80645E-02  575708.9 4146428.5     7.6     3.40     3.26
3.16     YES                   NO
 L0000031         0   0.80645E-02  575703.4 4146432.8     7.6     3.40     3.26
3.16     YES                   NO
 L0000032         0   0.80645E-02  575697.9 4146437.1     7.6     3.40     3.26
3.16     YES                   NO
 L0000033         0   0.80645E-02  575692.3 4146441.4     7.6     3.40     3.26
3.16     YES                   NO
 L0000034         0   0.80645E-02  575687.7 4146443.6     7.6     3.40     3.26
3.16     YES                   NO
 L0000035         0   0.80645E-02  575686.8 4146436.6     7.6     3.40     3.26
3.16     YES                   NO
 L0000036         0   0.80645E-02  575685.9 4146429.7     7.6     3.40     3.26
3.16     YES                   NO
 L0000037         0   0.80645E-02  575685.0 4146422.8     7.6     3.40     3.26
3.16     YES                   NO
 L0000038         0   0.80645E-02  575684.2 4146415.8     7.6     3.40     3.26
3.16     YES                   NO
 L0000039         0   0.80645E-02  575680.5 4146412.3     7.7     3.40     3.26
3.16     YES                   NO
 L0000040         0   0.80645E-02  575673.5 4146412.8     7.7     3.40     3.26
3.16     YES                   NO
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*** MODELOPTs: RegDFAULT CONC ELEV URBAN

*** VOLUME SOURCE DATA ***

SOURCE ID	NUMBER EMISSION RATE PART. SCALAR CATS.	EMISSION RATE (GRAMS/SEC)	X (METERS)	Y (METERS)	BASE ELEV. (METERS)	RELEASE HEIGHT (METERS)	INIT. SY (METERS)	INIT. SZ (METERS)	URBAN SOURCE BY	AIRCRAFT EMISSION RATE VARY
L0000041	0	0.80645E-02	575666.5	4146413.4	7.6	3.40	3.26	3.16	YES	NO
L0000042	0	0.80645E-02	575659.6	4146413.9	7.6	3.40	3.26	3.16	YES	NO
L0000043	0	0.80645E-02	575652.6	4146414.5	7.6	3.40	3.26	3.16	YES	NO
L0000044	0	0.80645E-02	575645.6	4146415.0	7.6	3.40	3.26	3.16	YES	NO
L0000045	0	0.80645E-02	575638.6	4146415.5	7.5	3.40	3.26	3.16	YES	NO
L0000046	0	0.80645E-02	575634.9	4146411.7	7.5	3.40	3.26	3.16	YES	NO
L0000047	0	0.80645E-02	575633.5	4146404.8	7.6	3.40	3.26	3.16	YES	NO
L0000048	0	0.80645E-02	575632.0	4146398.0	7.7	3.40	3.26	3.16	YES	NO
L0000049	0	0.80645E-02	575630.5	4146391.2	7.8	3.40	3.26	3.16	YES	NO
L0000050	0	0.80645E-02	575629.1	4146384.3	7.9	3.40	3.26	3.16	YES	NO
L0000051	0	0.80645E-02	575627.6	4146377.5	8.0	3.40	3.26	3.16	YES	NO
L0000052	0	0.80645E-02	575626.1	4146370.6	8.0	3.40	3.26	3.16	YES	NO
L0000053	0	0.80645E-02	575624.7	4146363.8	8.0	3.40	3.26	3.16	YES	NO
L0000054	0	0.80645E-02	575623.2	4146356.9	8.1	3.40	3.26	3.16	YES	NO
L0000055	0	0.80645E-02	575625.0	4146352.4	8.1	3.40	3.26	3.16	YES	NO

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 L0000056         0   0.80645E-02  575631.9 4146351.8     8.1     3.40     3.26
3.16     YES                  NO
 L0000057         0   0.80645E-02  575638.9 4146351.1     8.1     3.40     3.26
3.16     YES                  NO
 L0000058         0   0.80645E-02  575645.9 4146350.5     8.0     3.40     3.26
3.16     YES                  NO
 L0000059         0   0.80645E-02  575652.8 4146349.8     8.0     3.40     3.26
3.16     YES                  NO
 L0000060         0   0.80645E-02  575659.8 4146349.2     8.0     3.40     3.26
3.16     YES                  NO
 L0000061         0   0.80645E-02  575664.0 4146346.3     8.0     3.40     3.26
3.16     YES                  NO
 L0000062         0   0.80645E-02  575663.3 4146339.3     8.0     3.40     3.26
3.16     YES                  NO
 L0000063         0   0.80645E-02  575667.2 4146336.5     8.0     3.40     3.26
3.16     YES                  NO
 L0000064         0   0.80645E-02  575674.2 4146336.5     8.0     3.40     3.26
3.16     YES                  NO
 L0000065         0   0.80645E-02  575681.2 4146336.5     8.0     3.40     3.26
3.16     YES                  NO
 L0000066         0   0.80645E-02  575688.2 4146336.5     8.0     3.40     3.26
3.16     YES                  NO
 L0000067         0   0.80645E-02  575695.2 4146336.5     7.9     3.40     3.26
3.16     YES                  NO
 L0000068         0   0.80645E-02  575702.2 4146336.5     7.9     3.40     3.26
3.16     YES                  NO
 L0000069         0   0.80645E-02  575709.2 4146336.5     7.8     3.40     3.26
3.16     YES                  NO
 L0000070         0   0.80645E-02  575716.2 4146336.5     7.8     3.40     3.26
3.16     YES                  NO
 L0000071         0   0.80645E-02  575723.2 4146336.5     7.7     3.40     3.26
3.16     YES                  NO
 L0000072         0   0.80645E-02  575728.1 4146338.8     7.7     3.40     3.26
3.16     YES                  NO
 L0000073         0   0.80645E-02  575728.6 4146345.8     7.6     3.40     3.26
3.16     YES                  NO
 L0000074         0   0.80645E-02  575729.1 4146352.7     7.3     3.40     3.26
3.16     YES                  NO
 L0000075         0   0.80645E-02  575729.5 4146359.7     7.2     3.40     3.26
3.16     YES                  NO
 L0000076         0   0.80645E-02  575730.0 4146366.7     7.3     3.40     3.26
3.16     YES                  NO
 L0000077         0   0.80645E-02  575730.5 4146373.7     7.6     3.40     3.26
3.16     YES                  NO
 L0000078         0   0.80645E-02  575730.9 4146380.7     7.7     3.40     3.26
3.16     YES                  NO
 L0000079         0   0.80645E-02  575731.4 4146387.7     7.7     3.40     3.26
3.16     YES                  NO
 L0000080         0   0.80645E-02  575730.3 4146394.1     7.7     3.40     3.26
3.16     YES                  NO
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*** MODELOPTs: RegDFAULT CONC ELEV URBAN

*** VOLUME SOURCE DATA ***

SOURCE ID	NUMBER EMISSION RATE PART. SCALAR CATS.	EMISSION RATE (GRAMS/SEC)	X (METERS)	Y (METERS)	BASE ELEV. (METERS)	RELEASE HEIGHT (METERS)	INIT. SY (METERS)	INIT. SZ (METERS)	URBAN SOURCE	AIRCRAFT EMISSION RATE VARY BY
L0000081	0	0.80645E-02	575725.5	4146399.1	7.6	3.40	3.26	3.16	YES	NO
L0000082	0	0.80645E-02	575720.6	4146404.1	7.6	3.40	3.26	3.16	YES	NO
L0000083	0	0.80645E-02	575715.7	4146409.1	7.7	3.40	3.26	3.16	YES	NO
L0000084	0	0.80645E-02	575710.8	4146414.2	7.7	3.40	3.26	3.16	YES	NO
L0000085	0	0.80645E-02	575705.9	4146419.2	7.7	3.40	3.26	3.16	YES	NO
L0000086	0	0.80645E-02	575702.0	4146421.3	7.7	3.40	3.26	3.16	YES	NO
L0000087	0	0.80645E-02	575701.2	4146414.4	7.7	3.40	3.26	3.16	YES	NO
L0000088	0	0.80645E-02	575700.4	4146407.4	7.7	3.40	3.26	3.16	YES	NO
L0000089	0	0.80645E-02	575699.6	4146400.5	7.8	3.40	3.26	3.16	YES	NO
L0000090	0	0.80645E-02	575695.1	4146398.1	7.8	3.40	3.26	3.16	YES	NO
L0000091	0	0.80645E-02	575688.1	4146398.7	7.8	3.40	3.26	3.16	YES	NO
L0000092	0	0.80645E-02	575681.2	4146399.4	7.8	3.40	3.26	3.16	YES	NO
L0000093	0	0.80645E-02	575674.2	4146400.0	7.8	3.40	3.26	3.16	YES	NO
L0000094	0	0.80645E-02	575667.2	4146400.6	7.7	3.40	3.26	3.16	YES	NO
L0000095	0	0.80645E-02	575660.3	4146401.3	7.7	3.40	3.26	3.16	YES	NO

L0000096	0	0.80645E-02	575653.3	4146401.9	7.7	3.40	3.26	3.16
YES		NO						
L0000097	0	0.80645E-02	575651.1	4146395.3	7.7	3.40	3.26	3.16
YES		NO						
L0000098	0	0.80645E-02	575648.9	4146388.7	7.8	3.40	3.26	3.16
YES		NO						
L0000099	0	0.80645E-02	575646.7	4146382.0	7.9	3.40	3.26	3.16
YES		NO						
L0000100	0	0.80645E-02	575644.5	4146375.4	7.9	3.40	3.26	3.16
YES		NO						
L0000101	0	0.80645E-02	575642.3	4146368.7	8.0	3.40	3.26	3.16
YES		NO						
L0000102	0	0.80645E-02	575645.1	4146365.4	8.0	3.40	3.26	3.16
YES		NO						
L0000103	0	0.80645E-02	575652.0	4146364.8	7.9	3.40	3.26	3.16
YES		NO						
L0000104	0	0.80645E-02	575659.0	4146364.3	7.9	3.40	3.26	3.16
YES		NO						
L0000105	0	0.80645E-02	575666.0	4146363.8	7.9	3.40	3.26	3.16
YES		NO						
L0000106	0	0.80645E-02	575673.0	4146363.2	7.9	3.40	3.26	3.16
YES		NO						
L0000107	0	0.80645E-02	575675.8	4146358.0	7.9	3.40	3.26	3.16
YES		NO						
L0000108	0	0.80645E-02	575677.1	4146351.2	7.9	3.40	3.26	3.16
YES		NO						
L0000109	0	0.80645E-02	575683.2	4146350.3	7.9	3.40	3.26	3.16
YES		NO						
L0000110	0	0.80645E-02	575690.2	4146350.6	7.9	3.40	3.26	3.16
YES		NO						
L0000111	0	0.80645E-02	575697.2	4146350.9	7.9	3.40	3.26	3.16
YES		NO						
L0000112	0	0.80645E-02	575704.2	4146351.2	7.9	3.40	3.26	3.16
YES		NO						
L0000113	0	0.80645E-02	575711.1	4146351.5	7.7	3.40	3.26	3.16
YES		NO						
L0000114	0	0.80645E-02	575715.7	4146354.1	7.6	3.40	3.26	3.16
YES		NO						
L0000115	0	0.80645E-02	575715.6	4146361.1	7.6	3.40	3.26	3.16
YES		NO						
L0000116	0	0.80645E-02	575715.5	4146368.1	7.6	3.40	3.26	3.16
YES		NO						
L0000117	0	0.80645E-02	575715.3	4146375.1	7.7	3.40	3.26	3.16
YES		NO						
L0000118	0	0.80645E-02	575712.2	4146379.3	7.7	3.40	3.26	3.16
YES		NO						
L0000119	0	0.80645E-02	575705.2	4146380.0	7.8	3.40	3.26	3.16
YES		NO						
L0000120	0	0.80645E-02	575698.2	4146380.6	7.8	3.40	3.26	3.16
YES		NO						

*** MODELOPTs: RegDFAULT CONC ELEV URBAN

*** VOLUME SOURCE DATA ***

SOURCE ID	NUMBER PART. CATS.	EMISSION RATE (GRAMS/SEC)	X (METERS)	Y (METERS)	BASE ELEV. (METERS)	RELEASE HEIGHT (METERS)	INIT. SY (METERS)	INIT. SZ (METERS)	URBAN SOURCE	EMISSION RATE SCALAR VARY BY	AIRCRAFT
L0000121	0	0.80645E-02	575691.3	4146381.3	7.8	3.40	3.26	3.16	YES	NO	
L0000122	0	0.80645E-02	575684.3	4146382.0	7.8	3.40	3.26	3.16	YES	NO	
L0000123	0	0.80645E-02	575677.3	4146382.6	7.8	3.40	3.26	3.16	YES	NO	
L0000124	0	0.80645E-02	575670.4	4146383.3	7.8	3.40	3.26	3.16	YES	NO	

↟ *** AERMOD - VERSION 23132 *** *** C:\Lakes\AERMOD View\Woodland Park\Woodland Park_Const\Woodland Park *** 06/25/24
*** AERMET - VERSION 14134 *** *** 15:53:49

*** MODELOPTs: RegDFAULT CONC ELEV URBAN

*** SOURCE IDs DEFINING SOURCE GROUPS ***

SRCGROUP ID	SOURCE IDs
ALL	L0000001 , L0000002 , L0000003 , L0000004 , L0000005 , L0000006 , L0000007 , L0000008 , L0000009 , L0000010 , L0000011 , L0000012 , L0000013 , L0000014 , L0000015 , L0000016 ,

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             L0000017    , L0000018    , L0000019    , L0000020    , L0000021    ,
L0000022    , L0000023    , L0000024    ,

             L0000025    , L0000026    , L0000027    , L0000028    , L0000029    ,
L0000030    , L0000031    , L0000032    ,

             L0000033    , L0000034    , L0000035    , L0000036    , L0000037    ,
L0000038    , L0000039    , L0000040    ,

             L0000041    , L0000042    , L0000043    , L0000044    , L0000045    ,
L0000046    , L0000047    , L0000048    ,

             L0000049    , L0000050    , L0000051    , L0000052    , L0000053    ,
L0000054    , L0000055    , L0000056    ,

             L0000057    , L0000058    , L0000059    , L0000060    , L0000061    ,
L0000062    , L0000063    , L0000064    ,

             L0000065    , L0000066    , L0000067    , L0000068    , L0000069    ,
L0000070    , L0000071    , L0000072    ,

             L0000073    , L0000074    , L0000075    , L0000076    , L0000077    ,
L0000078    , L0000079    , L0000080    ,

             L0000081    , L0000082    , L0000083    , L0000084    , L0000085    ,
L0000086    , L0000087    , L0000088    ,

             L0000089    , L0000090    , L0000091    , L0000092    , L0000093    ,
L0000094    , L0000095    , L0000096    ,

             L0000097    , L0000098    , L0000099    , L0000100    , L0000101    ,
L0000102    , L0000103    , L0000104    ,

             L0000105    , L0000106    , L0000107    , L0000108    , L0000109    ,
L0000110    , L0000111    , L0000112    ,

             L0000113    , L0000114    , L0000115    , L0000116    , L0000117    ,
L0000118    , L0000119    , L0000120    ,

             L0000121    , L0000122    , L0000123    , L0000124    ,
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                       ***        15:53:49

                                  PAGE   7
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN


                                        *** SOURCE IDs DEFINED AS URBAN SOURCES
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URBAN ID	URBAN POP	SOURCE IDs
	766573.	L0000001 , L0000002 , L0000003 , L0000004 , L0000005 , L0000006 , L0000007 , L0000008 ,
		L0000009 , L0000010 , L0000011 , L0000012 , L0000013 , L0000014 , L0000015 , L0000016 ,
		L0000017 , L0000018 , L0000019 , L0000020 , L0000021 , L0000022 , L0000023 , L0000024 ,
		L0000025 , L0000026 , L0000027 , L0000028 , L0000029 , L0000030 , L0000031 , L0000032 ,
		L0000033 , L0000034 , L0000035 , L0000036 , L0000037 , L0000038 , L0000039 , L0000040 ,
		L0000041 , L0000042 , L0000043 , L0000044 , L0000045 , L0000046 , L0000047 , L0000048 ,
		L0000049 , L0000050 , L0000051 , L0000052 , L0000053 , L0000054 , L0000055 , L0000056 ,
		L0000057 , L0000058 , L0000059 , L0000060 , L0000061 , L0000062 , L0000063 , L0000064 ,
		L0000065 , L0000066 , L0000067 , L0000068 , L0000069 , L0000070 , L0000071 , L0000072 ,
		L0000073 , L0000074 , L0000075 , L0000076 , L0000077 , L0000078 , L0000079 , L0000080 ,
		L0000081 , L0000082 , L0000083 , L0000084 , L0000085 , L0000086 , L0000087 , L0000088 ,
		L0000089 , L0000090 , L0000091 , L0000092 , L0000093 , L0000094 , L0000095 , L0000096 ,
		L0000097 , L0000098 , L0000099 , L0000100 , L0000101 , L0000102 , L0000103 , L0000104 ,
		L0000105 , L0000106 , L0000107 , L0000108 , L0000109 , L0000110 , L0000111 , L0000112 ,
		L0000113 , L0000114 , L0000115 , L0000116 , L0000117 ,

*** DISCRETE CARTESIAN RECEPTORS ***
(X-COORD, Y-COORD, ZELEV, ZHILL, ZFLAG)
(METERS)

```
     ( 575471.9, 4146008.1,      10.9,      10.9,       0.0);         ( 575511.9,
4146008.1,      11.5,      11.5,       0.0);
     ( 575551.9, 4146008.1,       9.4,      11.6,       0.0);         ( 575591.9,
4146008.1,      11.3,      11.3,       0.0);
     ( 575631.9, 4146008.1,      10.8,      10.8,       0.0);         ( 575671.9,
4146008.1,      10.6,      10.6,       0.0);
     ( 575711.9, 4146008.1,      10.6,      10.6,       0.0);         ( 575751.9,
4146008.1,      10.6,      10.8,       0.0);
     ( 575791.9, 4146008.1,      10.4,      10.4,       0.0);         ( 575471.9,
4146048.1,      10.7,      10.7,       0.0);
     ( 575511.9, 4146048.1,      10.9,      10.9,       0.0);         ( 575551.9,
4146048.1,      10.9,      10.9,       0.0);
     ( 575591.9, 4146048.1,       6.4,      11.5,       0.0);         ( 575631.9,
4146048.1,      10.6,      11.0,       0.0);
     ( 575671.9, 4146048.1,      10.7,      10.7,       0.0);         ( 575711.9,
4146048.1,       7.7,      11.2,       0.0);
     ( 575751.9, 4146048.1,      10.9,      10.9,       0.0);         ( 575791.9,
4146048.1,       7.6,      11.4,       0.0);
     ( 575831.9, 4146048.1,       9.7,      10.0,       0.0);         ( 575471.9,
4146088.1,      10.4,      10.4,       0.0);
     ( 575511.9, 4146088.1,      10.4,      10.4,       0.0);         ( 575551.9,
4146088.1,      10.4,      10.4,       0.0);
     ( 575591.9, 4146088.1,      10.7,      10.7,       0.0);         ( 575631.9,
4146088.1,      11.0,      11.0,       0.0);
     ( 575671.9, 4146088.1,      10.8,      10.8,       0.0);         ( 575711.9,
4146088.1,      10.4,      10.4,       0.0);
     ( 575471.9, 4146128.1,      10.1,      10.1,       0.0);         ( 575511.9,
4146128.1,      10.0,      10.0,       0.0);
     ( 575551.9, 4146128.1,      10.0,      10.0,       0.0);         ( 575591.9,
4146128.1,       9.8,       9.8,       0.0);
     ( 575631.9, 4146128.1,      10.0,      10.0,       0.0);         ( 575671.9,
4146128.1,       9.9,       9.9,       0.0);
     ( 575711.9, 4146128.1,       9.9,       9.9,       0.0);         ( 575433.9,
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     ( 575311.9, 4146168.1,      10.9,      10.9,       0.0);         ( 575351.9,
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4146168.1,      10.5,      10.5,       0.0);
     ( 575391.9, 4146168.1,      10.1,      10.1,       0.0);         ( 575431.9,
4146168.1,       9.6,       9.6,       0.0);
     ( 575471.9, 4146168.1,       9.6,       9.6,       0.0);         ( 575511.9,
4146168.1,       9.2,       9.2,       0.0);
     ( 575551.9, 4146168.1,       9.5,       9.5,       0.0);         ( 575591.9,
4146168.1,       9.3,       9.3,       0.0);
     ( 575631.9, 4146168.1,       9.2,       9.2,       0.0);         ( 575671.9,
4146168.1,       9.3,       9.3,       0.0);
     ( 575711.9, 4146168.1,       9.5,       9.5,       0.0);         ( 575751.9,
4146168.1,       9.1,      11.7,       0.0);
     ( 575433.9, 4146127.5,      10.5,      10.5,       0.0);         ( 575311.9,
4146208.1,      11.2,      11.2,       0.0);
     ( 575351.9, 4146208.1,      10.5,      10.5,       0.0);         ( 575391.9,
4146208.1,       9.8,       9.8,       0.0);
     ( 575431.9, 4146208.1,       9.1,       9.1,       0.0);         ( 575471.9,
4146208.1,       9.2,       9.2,       0.0);
     ( 575511.9, 4146208.1,       9.1,       9.1,       0.0);         ( 575551.9,
4146208.1,       9.0,       9.0,       0.0);
     ( 575591.9, 4146208.1,       8.9,       8.9,       0.0);         ( 575631.9,
4146208.1,       8.7,       8.7,       0.0);
     ( 575671.9, 4146208.1,       8.8,       8.8,       0.0);         ( 575711.9,
4146208.1,       8.9,       8.9,       0.0);
     ( 575751.9, 4146208.1,       8.7,      11.7,       0.0);         ( 575311.9,
4146248.1,      10.2,      10.2,       0.0);
     ( 575351.9, 4146248.1,      10.0,      10.0,       0.0);         ( 575391.9,
4146248.1,       9.7,       9.7,       0.0);
     ( 575431.9, 4146248.1,       9.1,       9.1,       0.0);         ( 575471.9,
4146248.1,       8.9,       8.9,       0.0);
     ( 575511.9, 4146248.1,       8.8,       8.8,       0.0);         ( 575551.9,
4146248.1,       8.7,       8.7,       0.0);
     ( 575591.9, 4146248.1,       8.5,       8.5,       0.0);         ( 575631.9,
4146248.1,       8.4,       8.4,       0.0);
     ( 575671.9, 4146248.1,       8.4,       8.4,       0.0);         ( 575709.7,
4146237.9,       8.0,       8.0,       0.0);
     ( 575749.7, 4146237.9,       8.4,      11.8,       0.0);         ( 575871.9,
4146248.1,      12.0,      12.0,       0.0);
     ( 575911.9, 4146248.1,      11.7,      11.7,       0.0);         ( 575311.9,
4146288.1,      10.0,      10.0,       0.0);
     ( 575351.9, 4146288.1,       9.5,       9.5,       0.0);         ( 575391.9,
4146288.1,       9.2,       9.2,       0.0);
     ( 575431.9, 4146288.1,       8.8,       8.8,       0.0);         ( 575471.9,
4146288.1,       8.7,       8.7,       0.0);
     ( 575511.9, 4146288.1,       8.6,       8.6,       0.0);         ( 575551.9,
4146288.1,       8.4,       8.4,       0.0);
     ( 575591.9, 4146288.1,       8.2,       8.2,       0.0);         ( 575631.9,
4146288.1,       8.3,       8.3,       0.0);
     ( 575674.9, 4146273.8,       8.5,       8.5,       0.0);         ( 575871.9,
4146288.1,      10.2,      11.8,       0.0);
     ( 575911.9, 4146288.1,       9.3,       9.7,       0.0);         ( 575311.9,
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4146328.1,   9.9,   9.9,   0.0);
     (575351.9, 4146328.1,   9.4,   9.4,   0.0);   (575391.9,
4146328.1,   8.9,   8.9,   0.0);
     (575431.9, 4146328.1,   8.5,   8.5,   0.0);   (575471.9,
4146328.1,   8.3,   8.3,   0.0);

 *** MODELOPTs: RegDFAULT CONC ELEV URBAN

                                          *** DISCRETE CARTESIAN RECEPTORS ***
                                        (X-COORD, Y-COORD, ZELEV, ZHILL, ZFLAG)
                                                  (METERS)

     (575511.9, 4146328.1,   8.2,   8.2,   0.0);   (575551.9,
4146328.1,   8.0,   8.0,   0.0);
     (575591.9, 4146328.1,   8.1,   8.1,   0.0);   (575631.9,
4146328.1,   8.1,   8.1,   0.0);
     (575311.9, 4146368.1,   9.9,   9.9,   0.0);   (575351.9,
4146368.1,   9.4,   9.4,   0.0);
     (575391.9, 4146368.1,   8.7,   8.7,   0.0);   (575431.9,
4146368.1,   8.4,   8.4,   0.0);
     (575471.9, 4146368.1,   8.0,   8.0,   0.0);   (575511.9,
4146368.1,   7.8,   7.8,   0.0);
     (575551.9, 4146368.1,   7.6,   7.6,   0.0);   (575591.9,
4146368.1,   7.6,   7.6,   0.0);
     (575311.9, 4146408.1,   9.9,   9.9,   0.0);   (575351.9,
4146408.1,   9.9,   9.9,   0.0);
     (575391.9, 4146408.1,   8.6,   8.6,   0.0);   (575431.9,
4146408.1,   8.0,   8.0,   0.0);
     (575471.9, 4146408.1,   7.9,   7.9,   0.0);   (575511.9,
4146408.1,   6.1,   6.1,   0.0);
     (575551.9, 4146408.1,   7.6,   7.6,   0.0);   (575591.9,
4146408.1,   7.4,   7.4,   0.0);
     (575311.9, 4146448.1,   10.9,   10.9,   0.0);   (575351.9,
4146448.1,   10.2,   10.2,   0.0);
     (575391.9, 4146448.1,   8.7,   8.7,   0.0);   (575431.9,
4146448.1,   8.1,   8.1,   0.0);
     (575471.9, 4146448.1,   7.7,   7.7,   0.0);   (575591.9,
4146448.1,   7.2,   7.2,   0.0);
     (575631.9, 4146448.1,   7.4,   7.4,   0.0);   (575311.9,
4146488.1,   9.5,   9.5,   0.0);
     (575351.9, 4146488.1,   9.0,   9.0,   0.0);   (575391.9,
4146488.1,   8.6,   9.1,   0.0);
     (575431.9, 4146488.1,   8.0,   8.0,   0.0);   (575471.9,
4146488.1,   7.8,   7.8,   0.0);
     (575511.9, 4146488.1,   7.4,   7.4,   0.0);   (575551.9,

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     ( 575591.9, 4146488.1,       7.3,       7.3,       0.0);         ( 575631.9,
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     ( 575351.9, 4146528.1,       7.5,       9.1,       0.0);         ( 575391.9,
4146528.1,       7.3,       7.3,       0.0);
     ( 575431.9, 4146528.1,       8.0,       8.0,       0.0);         ( 575471.9,
4146528.1,       7.8,       7.8,       0.0);
     ( 575511.9, 4146528.1,       7.1,       7.1,       0.0);         ( 575551.9,
4146528.1,       7.1,       7.1,       0.0);
     ( 575591.9, 4146528.1,       7.0,       7.0,       0.0);         ( 575351.9,
4146568.1,       8.8,       8.8,       0.0);
     ( 575391.9, 4146568.1,       8.2,       8.2,       0.0);         ( 575431.9,
4146568.1,       7.8,       7.8,       0.0);
     ( 575471.9, 4146568.1,       7.5,       7.5,       0.0);         ( 575511.9,
4146568.1,       7.1,       7.1,       0.0);
     ( 575551.9, 4146568.1,       6.9,       6.9,       0.0);         ( 575711.9,
4146568.1,       6.7,       6.7,       0.0);
     ( 575751.9, 4146568.1,       6.6,       6.6,       0.0);         ( 575391.9,
4146608.1,       8.2,       8.2,       0.0);
     ( 575421.5, 4146612.5,       7.9,       7.9,       0.0);         ( 575591.9,
4146648.1,       6.6,       6.6,       0.0);
     ( 575631.9, 4146648.1,       6.3,       6.3,       0.0);         ( 575671.9,
4146648.1,       6.1,       6.1,       0.0);
     ( 575551.9, 4146688.1,       6.8,       6.8,       0.0);         ( 575591.9,
4146688.1,       6.5,       6.5,       0.0);
     ( 575631.9, 4146688.1,       6.1,       6.1,       0.0);         ( 575671.9,
4146688.1,       6.1,       6.1,       0.0);
     ( 575551.9, 4146728.1,       6.5,       6.5,       0.0);         ( 575591.9,
4146728.1,       6.2,       6.2,       0.0);
     ( 575631.9, 4146728.1,       6.1,       6.1,       0.0);         ( 575671.9,
4146728.1,       5.9,       5.9,       0.0);
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                        ***        15:53:49

                                  PAGE  10
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                                          *** METEOROLOGICAL DAYS SELECTED FOR
PROCESSING ***
                                                              (1=YES; 0=NO)

           1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
           1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
           1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
           1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
```

```
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
            1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
            1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
            1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1   1 1 1
1 1 1 1 1 1 1   1 1 1 1 1 1 1 1 1 1
            1 1 1 1 1 1 1 1 1 1   1 1 1 1 1

                NOTE:  METEOROLOGICAL DATA ACTUALLY PROCESSED WILL ALSO DEPEND ON
WHAT IS INCLUDED IN THE DATA FILE.



                                     *** UPPER BOUND OF FIRST THROUGH FIFTH WIND SPEED
CATEGORIES ***
                                                            (METERS/SEC)

                                                  1.54,   3.09,   5.14,   8.23,
10.80,
↟ *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                         ***       15:53:49

                                    PAGE  11
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                                     *** UP TO THE FIRST 24 HOURS OF METEOROLOGICAL
DATA ***

   Surface file:   ..\Woodland Park_Const_v2\724937.SFC
                 Met Version:  14134
   Profile file:   ..\Woodland Park_Const_v2\724937.PFL

   Surface format: FREE

   Profile format: FREE

   Surface station no.:    23289                 Upper air station no.:    23230
                 Name: UNKNOWN                                 Name:
OAKLAND/WSO_AP
                 Year:   2009                                  Year:   2009

 First 24 hours of scalar data
 YR MO DY JDY HR     H0     U*     W*  DT/DZ ZICNV ZIMCH  M-O LEN    Z0  BOWEN
ALBEDO  REF WS   WD     HT  REF TA     HT
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - -
 09 01 01   1 01 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
```

```
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 02 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 03 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 04 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 05 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 06 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 07   -7.2  0.126 -9.000 -9.000 -999.  107.     25.2  0.04   0.36
1.00    2.36  999.   10.0  282.1    2.0
 09 01 01   1 08   -7.2  0.125 -9.000 -9.000 -999.  106.     25.0  0.04   0.36
0.73    2.36  999.   10.0  281.1    2.0
 09 01 01   1 09   -4.5  0.212 -9.000 -9.000 -999.  235.    195.5  0.01   0.36
0.37    3.86  327.   10.0  282.1    2.0
 09 01 01   1 10    4.5  0.252  0.215  0.015   80.  304.   -322.7  0.01   0.36
0.25    4.36  341.   10.0  282.1    2.0
 09 01 01   1 11    9.5  0.218  0.333  0.015  140.  245.    -99.2  0.04   0.36
0.20    2.86  999.   10.0  282.1    2.0
 09 01 01   1 12   12.3  0.232  0.402  0.015  192.  268.    -91.9  0.00   0.36
0.19    4.36    6.   10.0  282.1    2.0
 09 01 01   1 13   12.8  0.203  0.434  0.015  232.  220.    -59.9  0.01   0.36
0.18    3.36  333.   10.0  282.1    2.0
 09 01 01   1 14   52.4  0.238  0.799  0.016  354.  278.    -23.3  0.04   0.36
0.19    2.86  999.   10.0  283.1    2.0
 09 01 01   1 15   37.3  0.200  0.756  0.017  421.  214.    -19.4  0.04   0.36
0.22    2.36  999.   10.0  285.1    2.0
 09 01 01   1 16   14.6  0.222  0.561  0.017  438.  251.    -67.8  0.04   0.36
0.30    2.86  999.   10.0  284.1    2.0
 09 01 01   1 17  -11.9  0.162 -9.000 -9.000 -999.  157.     32.4  0.04   0.36
0.54    2.86  999.   10.0  283.1    2.0
 09 01 01   1 18  -13.2  0.132 -9.000 -9.000 -999.  115.     15.9  0.01   0.36
1.00    3.36  327.   10.0  281.1    2.0
 09 01 01   1 19 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00    0.00    0.   10.0  280.1    2.0
 09 01 01   1 20 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00    0.00    0.   10.0  280.1    2.0
 09 01 01   1 21 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00    0.00    0.   10.0  280.1    2.0
 09 01 01   1 22 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 23 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0
 09 01 01   1 24 -999.0 -9.000 -9.000 -9.000 -999. -999. -99999.0  0.04   0.36
1.00  999.00  999.   -9.0  999.0   -9.0


 First hour of profile data
```

```
 YR MO DY HR HEIGHT F  WDIR    WSPD AMB_TMP sigmaA  sigmaW  sigmaV
 09 01 01 01   10.0 1 -999.  -99.00  -999.0   99.0  -99.00  -99.00

 F indicates top of profile (=1) or below (=0)
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                       ***        15:53:49

                                  PAGE  12
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                              *** THE PERIOD ( 43872 HRS) AVERAGE CONCENTRATION
VALUES FOR SOURCE GROUP: ALL      ***
                                  INCLUDING SOURCE(S):     L0000001    , L0000002
 , L0000003    , L0000004    , L0000005    ,
                 L0000006    , L0000007    , L0000008    , L0000009    , L0000010
 , L0000011    , L0000012    , L0000013    ,
                 L0000014    , L0000015    , L0000016    , L0000017    , L0000018
 , L0000019    , L0000020    , L0000021    ,
                 L0000022    , L0000023    , L0000024    , L0000025    , L0000026
 , L0000027    , L0000028    ,  . . .      ,

                                        *** DISCRETE CARTESIAN RECEPTOR POINTS
***

                                    ** CONC OF PM_2.5   IN MICROGRAMS/M**3
                  **

       X-COORD (M)   Y-COORD (M)        CONC                      X-COORD (M)
Y-COORD (M)        CONC
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
         575471.86    4146008.07        1.55332                     575511.86
4146008.07        2.14410
         575551.86    4146008.07        3.05644                     575591.86
4146008.07        4.05450
         575631.86    4146008.07        5.38539                     575671.86
4146008.07        6.90010
         575711.86    4146008.07        8.47724                     575751.86
4146008.07        9.88698
         575791.86    4146008.07       10.88827                     575471.86
4146048.07        1.64127
         575511.86    4146048.07        2.32407                     575551.86
4146048.07        3.35171
         575591.86    4146048.07        4.93920                     575631.86
4146048.07        6.58832
         575671.86    4146048.07        8.66919                     575711.86
4146048.07       11.08440
         575751.86    4146048.07       12.66756                     575791.86
```

```
4146048.07       13.99885
         575831.86    4146048.07       13.98084                  575471.86
4146088.07        1.73388
         575511.86    4146088.07        2.51014                  575551.86
4146088.07        3.77180
         575591.86    4146088.07        5.62863                  575631.86
4146088.07        8.12635
         575671.86    4146088.07       11.18792                  575711.86
4146088.07       14.35726
         575471.86    4146128.07        1.82980                  575511.86
4146128.07        2.69703
         575551.86    4146128.07        4.22818                  575591.86
4146128.07        6.75685
         575631.86    4146128.07       10.45364                  575671.86
4146128.07       15.13423
         575711.86    4146128.07       19.82579                  575433.85
4146087.51        1.29164
         575311.86    4146168.07        0.63148                  575351.86
4146168.07        0.79860
         575391.86    4146168.07        1.03863                  575431.86
4146168.07        1.39192
         575471.86    4146168.07        1.92901                  575511.86
4146168.07        2.89180
         575551.86    4146168.07        4.71563                  575591.86
4146168.07        8.13090
         575631.86    4146168.07       13.75634                  575671.86
4146168.07       21.34762
         575711.86    4146168.07       28.83073                  575751.86
4146168.07       33.08906
         575433.85    4146127.51        1.35094                  575311.86
4146208.07        0.61857
         575351.86    4146208.07        0.78809                  575391.86
4146208.07        1.03519
         575431.86    4146208.07        1.41410                  575471.86
4146208.07        2.00024
         575511.86    4146208.07        3.03184                  575551.86
4146208.07        5.19454
         575591.86    4146208.07        9.83716                  575631.86
4146208.07       18.65476
         575671.86    4146208.07       31.86988                  575711.86
4146208.07       44.92623
         575751.86    4146208.07       49.32841                  575311.86
4146248.07        0.61121
         575351.86    4146248.07        0.77440                  575391.86
4146248.07        1.01461
         575431.86    4146248.07        1.39457                  575471.86
4146248.07        2.01560
         575511.86    4146248.07        3.13158                  575551.86
4146248.07        5.54281
         575591.86    4146248.07       11.85899                  575631.86
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4146248.07       26.32715
         575671.86    4146248.07       51.37374                      575709.73
4146237.93       65.32514
         575749.73    4146237.93       68.87026                      575871.86
4146248.07       18.09778
         575911.86    4146248.07       11.21297                      575311.86
4146288.07        0.60111
         575351.86    4146288.07        0.75993                      575391.86
4146288.07        0.99258
         575431.86    4146288.07        1.35788                      575471.86
4146288.07        1.96953
         575511.86    4146288.07        3.11241                      575551.86
4146288.07        5.65557
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                       ***        15:53:49

                                  PAGE  13
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                               *** THE PERIOD ( 43872 HRS) AVERAGE CONCENTRATION
VALUES FOR SOURCE GROUP: ALL      ***
                                  INCLUDING SOURCE(S):     L0000001    , L0000002
 , L0000003    , L0000004    , L0000005    ,
                 L0000006    , L0000007    , L0000008    , L0000009    , L0000010
 , L0000011    , L0000012    , L0000013    ,
                 L0000014    , L0000015    , L0000016    , L0000017    , L0000018
 , L0000019    , L0000020    , L0000021    ,
                 L0000022    , L0000023    , L0000024    , L0000025    , L0000026
 , L0000027    , L0000028    ,  . . .      ,

                                        *** DISCRETE CARTESIAN RECEPTOR POINTS
***

                                     ** CONC OF PM_2.5   IN MICROGRAMS/M**3
                  **

      X-COORD (M)   Y-COORD (M)        CONC                       X-COORD (M)
Y-COORD (M)        CONC
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
         575591.86    4146288.07       13.64244                      575631.86
4146288.07       39.46980
         575674.93    4146273.76       76.85184                      575871.86
4146288.07       15.26244
         575911.86    4146288.07        9.12450                      575311.86
4146328.07        0.59132
         575351.86    4146328.07        0.74503                      575391.86
4146328.07        0.96971
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         575431.86    4146328.07        1.31826                    575471.86
4146328.07        1.89597
         575511.86    4146328.07        2.98135                    575551.86
4146328.07        5.44205
         575591.86    4146328.07       13.65996                    575631.86
4146328.07       69.75288
         575311.86    4146368.07        0.58052                    575351.86
4146368.07        0.73080
         575391.86    4146368.07        0.95320                    575431.86
4146368.07        1.28928
         575471.86    4146368.07        1.84242                    575511.86
4146368.07        2.85917
         575551.86    4146368.07        5.09598                    575591.86
4146368.07       12.19035
         575311.86    4146408.07        0.57676                    575351.86
4146408.07        0.72347
         575391.86    4146408.07        0.95459                    575431.86
4146408.07        1.29978
         575471.86    4146408.07        1.86986                    575511.86
4146408.07        2.87683
         575551.86    4146408.07        5.44060                    575591.86
4146408.07       13.40184
         575311.86    4146448.07        0.58468                    575351.86
4146448.07        0.74450
         575391.86    4146448.07        0.99365                    575431.86
4146448.07        1.37244
         575471.86    4146448.07        2.01399                    575591.86
4146448.07       13.15438
         575631.86    4146448.07       23.12432                    575311.86
4146488.07        0.62505
         575351.86    4146488.07        0.80317                    575391.86
4146488.07        1.06965
         575431.86    4146488.07        1.49918                    575471.86
4146488.07        2.25599
         575511.86    4146488.07        3.73395                    575551.86
4146488.07        6.57717
         575591.86    4146488.07       11.00897                    575631.86
4146488.07       14.80899
         575351.86    4146528.07        0.86902                    575391.86
4146528.07        1.16441
         575431.86    4146528.07        1.65624                    575471.86
4146528.07        2.51305
         575511.86    4146528.07        3.97415                    575551.86
4146528.07        6.15126
         575591.86    4146528.07        8.50527                    575351.86
4146568.07        0.93100
         575391.86    4146568.07        1.27045                    575431.86
4146568.07        1.81477
         575471.86    4146568.07        2.68050                    575511.86
4146568.07        3.90716
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         575551.86    4146568.07        5.31033                      575711.86
4146568.07        3.89231
         575751.86    4146568.07        2.84921                      575391.86
4146608.07        1.37668
         575421.52    4146612.50        1.78046                      575591.86
4146648.07        3.52045
         575631.86    4146648.07        3.15832                      575671.86
4146648.07        2.57492
         575551.86    4146688.07        2.78722                      575591.86
4146688.07        2.67262
         575631.86    4146688.07        2.35996                      575671.86
4146688.07        1.94591
         575551.86    4146728.07        2.21989                      575591.86
4146728.07        2.07914
         575631.86    4146728.07        1.83039                      575671.86
4146728.07        1.52204
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                       ***        15:53:49

                                  PAGE  14
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                              *** THE   1ST HIGHEST  1-HR AVERAGE CONCENTRATION
VALUES FOR SOURCE GROUP:  ALL      ***
                                 INCLUDING SOURCE(S):     L0000001    , L0000002
 , L0000003    , L0000004    , L0000005    ,
                  L0000006    , L0000007    , L0000008    , L0000009    , L0000010
 , L0000011    , L0000012    , L0000013    ,
                  L0000014    , L0000015    , L0000016    , L0000017    , L0000018
 , L0000019    , L0000020    , L0000021    ,
                  L0000022    , L0000023    , L0000024    , L0000025    , L0000026
 , L0000027    , L0000028    ,  . . .      ,

                                       *** DISCRETE CARTESIAN RECEPTOR POINTS
***

                                    ** CONC OF PM_2.5   IN MICROGRAMS/M**3
                    **

      X-COORD (M)  Y-COORD (M)        CONC     (YYMMDDHH)              X-COORD (M)
Y-COORD (M)        CONC     (YYMMDDHH)
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
        575471.86   4146008.07      197.79988  (11120318)               575511.86
 4146008.07      172.77261  (13011618)
        575551.86   4146008.07      214.43520  (13011618)               575591.86
 4146008.07      244.50186  (13012507)
        575631.86   4146008.07      211.41387  (12123117)               575671.86
```

```
4146008.07      242.95141  (11011708)
       575711.86   4146008.07      237.58981  (11011708)              575751.86
4146008.07      227.84272  (12110719)
       575791.86   4146008.07      228.33123  (13121717)              575471.86
4146048.07      220.59336  (11120318)
       575511.86   4146048.07      210.59005  (11120318)              575551.86
4146048.07      228.12714  (13011618)
       575591.86   4146048.07      263.86267  (13012507)              575631.86
4146048.07      242.93556  (13012507)
       575671.86   4146048.07      266.25605  (11011708)              575711.86
4146048.07      268.05587  (11011708)
       575751.86   4146048.07      252.85343  (12110719)              575791.86
4146048.07      258.52748  (13121717)
       575831.86   4146048.07      243.82490  (13122917)              575471.86
4146088.07      218.87852  (11120318)
       575511.86   4146088.07      253.37085  (11120318)              575551.86
4146088.07      233.07748  (13011618)
       575591.86   4146088.07      279.05154  (13012507)              575631.86
4146088.07      291.12494  (13012507)
       575671.86   4146088.07      293.51329  (11011708)              575711.86
4146088.07      299.14320  (11011708)
       575471.86   4146128.07      236.62988  (12010119)              575511.86
4146128.07      271.47012  (11120318)
       575551.86   4146128.07      284.88905  (11120318)              575591.86
4146128.07      304.07540  (13011618)
       575631.86   4146128.07      340.93055  (13012507)              575671.86
4146128.07      329.12315  (11011708)
       575711.86   4146128.07      341.84201  (11011708)              575433.85
4146087.51      208.25200  (12010119)
       575311.86   4146168.07      147.61408  (13083006)              575351.86
4146168.07      172.11408  (13083006)
       575391.86   4146168.07      178.00645  (13083006)              575431.86
4146168.07      211.65180  (11110821)
       575471.86   4146168.07      265.86626  (11110821)              575511.86
4146168.07      270.59555  (12010119)
       575551.86   4146168.07      327.86382  (11120318)              575591.86
4146168.07      325.08549  (13011618)
       575631.86   4146168.07      385.41883  (13012507)              575671.86
4146168.07      372.56277  (11011708)
       575711.86   4146168.07      395.18168  (11011708)              575751.86
4146168.07      383.35816  (13121717)
       575433.85   4146127.51      231.76464  (11110821)              575311.86
4146208.07      105.62524  (13083006)
       575351.86   4146208.07      152.21480  (13083006)              575391.86
4146208.07      195.16111  (13083006)
       575431.86   4146208.07      218.49157  (13083006)              575471.86
4146208.07      247.86764  (11110821)
       575511.86   4146208.07      307.33172  (11110821)              575551.86
4146208.07      342.58783  (11120318)
       575591.86   4146208.07      391.44420  (11120318)              575631.86
```

```
 4146208.07      422.83672  (13012507)
       575671.86   4146208.07      447.41291  (12123117)                575711.86
 4146208.07      462.72488  (11011708)
       575751.86   4146208.07      473.07454  (13012508)                575311.86
 4146248.07      103.91030  (11122708)
       575351.86   4146248.07       98.85040  (11122708)                575391.86
 4146248.07      147.09257  (13083006)
       575431.86   4146248.07      213.45418  (13083006)                575471.86
 4146248.07      262.87354  (13083006)
       575511.86   4146248.07      298.72884  (11110821)                575551.86
 4146248.07      358.34257  (12010119)
       575591.86   4146248.07      434.21582  (11120318)                575631.86
 4146248.07      479.54459  (11120318)
       575671.86   4146248.07      547.19923  (12123117)                575709.73
 4146237.93      535.61701  (12110719)
       575749.73   4146237.93      556.13590  (13012508)                575871.86
 4146248.07      381.12158  (11020607)
       575911.86   4146248.07      330.17951  (13010218)                575311.86
 4146288.07      165.03768  (11122708)
       575351.86   4146288.07      175.15210  (11122708)                575391.86
 4146288.07      183.20494  (11122708)
       575431.86   4146288.07      188.21383  (11122708)                575471.86
 4146288.07      219.50866  (13083006)
       575511.86   4146288.07      312.95138  (13083006)                575551.86
 4146288.07      373.59007  (11110821)
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                        ***        15:53:49

                                   PAGE  15
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                               *** THE   1ST HIGHEST  1-HR AVERAGE CONCENTRATION
VALUES FOR SOURCE GROUP:  ALL      ***
                                  INCLUDING SOURCE(S):     L0000001    , L0000002
 , L0000003    , L0000004    , L0000005    ,
                 L0000006    , L0000007    , L0000008    , L0000009    , L0000010
 , L0000011    , L0000012    , L0000013    ,
                 L0000014    , L0000015    , L0000016    , L0000017    , L0000018
 , L0000019    , L0000020    , L0000021    ,
                 L0000022    , L0000023    , L0000024    , L0000025    , L0000026
 , L0000027    , L0000028    ,  . . .      ,

                                        *** DISCRETE CARTESIAN RECEPTOR POINTS
***

                                     ** CONC OF PM_2.5   IN MICROGRAMS/M**3
                    **
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```
      X-COORD (M)  Y-COORD (M)        CONC     (YYMMDDHH)              X-COORD (M)
Y-COORD (M)        CONC     (YYMMDDHH)
 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
        575591.86   4146288.07      478.62011  (11120318)               575631.86
 4146288.07      542.72886  (11120318)
        575674.93   4146273.76      625.19707  (12123117)               575871.86
 4146288.07      372.31764  (13010218)
        575911.86   4146288.07      262.84877  (13010218)               575311.86
 4146328.07      181.58951  (11122708)
        575351.86   4146328.07      208.23782  (11122708)               575391.86
 4146328.07      239.00783  (11122708)
        575431.86   4146328.07      274.13312  (11122708)               575471.86
 4146328.07      313.66488  (11122708)
        575511.86   4146328.07      358.03578  (11122708)               575551.86
 4146328.07      406.14722  (11122708)
        575591.86   4146328.07      483.51660  (11110821)               575631.86
 4146328.07      626.80543  (11120318)
        575311.86   4146368.07      134.30898  (11122708)               575351.86
 4146368.07      160.44842  (11122708)
        575391.86   4146368.07      194.20736  (11122708)               575431.86
 4146368.07      238.02592  (11122708)
        575471.86   4146368.07      295.81723  (11122708)               575511.86
 4146368.07      371.64161  (11122708)
        575551.86   4146368.07      465.70684  (11122708)               575591.86
 4146368.07      575.99468  (11122708)
        575311.86   4146408.07      134.10025  (11020218)               575351.86
 4146408.07      151.18157  (11020218)
        575391.86   4146408.07      172.80582  (11020218)               575431.86
 4146408.07      198.11966  (11020218)
        575471.86   4146408.07      228.56720  (11020218)               575511.86
 4146408.07      311.32316  (12112207)
        575551.86   4146408.07      437.47629  (12112207)               575591.86
 4146408.07      536.66652  (13022121)
        575311.86   4146448.07      105.24569  (11120319)               575351.86
 4146448.07      140.04242  (12112207)
        575391.86   4146448.07      192.48636  (12112207)               575431.86
 4146448.07      253.14671  (12112207)
        575471.86   4146448.07      313.21247  (12112207)               575591.86
 4146448.07      492.24640  (11112219)
        575631.86   4146448.07      579.01647  (13100507)               575311.86
 4146488.07      165.69489  (12112207)
        575351.86   4146488.07      201.47543  (12112207)               575391.86
 4146488.07      233.46595  (12112207)
        575431.86   4146488.07      254.98088  (12112207)               575471.86
 4146488.07      290.95781  (11120407)
        575511.86   4146488.07      334.85998  (09011407)               575551.86
 4146488.07      373.94176  (11112219)
        575591.86   4146488.07      440.97544  (13100507)               575631.86
 4146488.07      457.03519  (13100507)
```

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       575351.86   4146528.07      185.67052  (12112207)               575391.86
 4146528.07      209.82355  (11120407)
       575431.86   4146528.07      243.45429  (11120407)               575471.86
 4146528.07      265.36495  (11112219)
       575511.86   4146528.07      294.33854  (11112219)               575551.86
 4146528.07      339.18792  (12021421)
       575591.86   4146528.07      366.24507  (13100507)               575351.86
 4146568.07      186.18363  (11120407)
       575391.86   4146568.07      204.56095  (09011407)               575431.86
 4146568.07      224.40667  (11112219)
       575471.86   4146568.07      236.22815  (11112219)               575511.86
 4146568.07      274.50215  (12122821)
       575551.86   4146568.07      302.08382  (13100507)               575711.86
 4146568.07      329.13384  (13040606)
       575751.86   4146568.07      256.09456  (13010121)               575391.86
 4146608.07      190.74095  (11112219)
       575421.52   4146612.50      189.03559  (11112219)               575591.86
 4146648.07      249.51009  (13092106)
       575631.86   4146648.07      261.82026  (12070406)               575671.86
 4146648.07      262.52556  (13040606)
       575551.86   4146688.07      199.20058  (12111921)               575591.86
 4146688.07      227.36606  (13092106)
       575631.86   4146688.07      226.74511  (12022121)               575671.86
 4146688.07      230.23759  (13040606)
       575551.86   4146728.07      188.29954  (12111921)               575591.86
 4146728.07      198.67570  (13092106)
       575631.86   4146728.07      200.10250  (12022121)               575671.86
 4146728.07      203.25008  (13040606)
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                        ***        15:53:49

                                   PAGE  16
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                                        *** THE SUMMARY OF MAXIMUM PERIOD ( 43872
HRS) RESULTS ***


                                    ** CONC OF PM_2.5   IN MICROGRAMS/M**3
              **


                        NETWORK
GROUP ID                      AVERAGE CONC               RECEPTOR  (XR, YR,
ZELEV, ZHILL, ZFLAG)  OF TYPE  GRID-ID
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - -
```

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ALL       1ST HIGHEST VALUE IS      76.85184 AT (  575674.93,  4146273.76,
8.49,     8.49,    0.00)  DC
          2ND HIGHEST VALUE IS      69.75288 AT (  575631.86,  4146328.07,
8.13,     8.13,    0.00)  DC
          3RD HIGHEST VALUE IS      68.87026 AT (  575749.73,  4146237.93,
8.38,    11.76,    0.00)  DC
          4TH HIGHEST VALUE IS      65.32514 AT (  575709.73,  4146237.93,
8.03,     8.03,    0.00)  DC
          5TH HIGHEST VALUE IS      51.37374 AT (  575671.86,  4146248.07,
8.43,     8.43,    0.00)  DC
          6TH HIGHEST VALUE IS      49.32841 AT (  575751.86,  4146208.07,
8.72,    11.72,    0.00)  DC
          7TH HIGHEST VALUE IS      44.92623 AT (  575711.86,  4146208.07,
8.85,     8.85,    0.00)  DC
          8TH HIGHEST VALUE IS      39.46980 AT (  575631.86,  4146288.07,
8.33,     8.33,    0.00)  DC
          9TH HIGHEST VALUE IS      33.08906 AT (  575751.86,  4146168.07,
9.13,    11.71,    0.00)  DC
         10TH HIGHEST VALUE IS      31.86988 AT (  575671.86,  4146208.07,
8.77,     8.77,    0.00)  DC


 *** RECEPTOR TYPES:  GC = GRIDCART
                      GP = GRIDPOLR
                      DC = DISCCART
                      DP = DISCPOLR
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                       ***        15:53:49

                                  PAGE  17
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

                                                *** THE SUMMARY OF HIGHEST  1-HR
RESULTS ***


                                   ** CONC OF PM_2.5   IN MICROGRAMS/M**3
              **

                                                      DATE
                                          NETWORK
GROUP ID                           AVERAGE CONC     (YYMMDDHH)             RECEPTOR
(XR, YR, ZELEV, ZHILL, ZFLAG)    OF TYPE  GRID-ID
- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - - - - - - - - - - - -

ALL      HIGH   1ST HIGH VALUE IS     626.80543  ON 11120318: AT (  575631.86,
4146328.07,     8.13,     8.13,    0.00)  DC
```

```
 *** RECEPTOR TYPES:  GC = GRIDCART
                      GP = GRIDPOLR
                      DC = DISCCART
                      DP = DISCPOLR
 *** AERMOD - VERSION 23132  ***   *** C:\Lakes\AERMOD View\Woodland
Park\Woodland Park_Const\Woodland Park ***        06/25/24
 *** AERMET - VERSION  14134 ***   ***
                       ***        15:53:49

                                   PAGE  18
 *** MODELOPTs:    RegDFAULT  CONC  ELEV  URBAN

 *** Message Summary : AERMOD Model Execution ***

  --------- Summary of Total Messages --------

 A Total of            0 Fatal Error Message(s)
 A Total of            0 Warning Message(s)
 A Total of        30785 Informational Message(s)

 A Total of        43872 Hours Were Processed

 A Total of         1576 Calm Hours Identified

 A Total of        29209 Missing Hours Identified ( 66.58 Percent)

 CAUTION!:  Number of Missing Hours Exceeds 10 Percent of Total!
            Data May Not Be Acceptable for Regulatory Applications.
            See Section 5.3.2 of "Meteorological Monitoring Guidance
            for Regulatory Modeling Applications" (EPA-454/R-99-005).


    ******** FATAL ERROR MESSAGES ********
               ***  NONE  ***


    ********   WARNING MESSAGES   ********
               ***  NONE  ***


    ***********************************
    *** AERMOD Finishes Successfully ***
    ***********************************
```

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**
**************************************
**
** AERMOD Input Produced by:
** AERMOD View Ver. 12.0.0
** Lakes Environmental Software Inc.
** Date: 6/25/2024
** File: C:\Lakes\AERMOD View\Woodland Park_NonUnit\Woodland Park_NonUnit.ADI
**
**************************************
**
**
**************************************
** AERMOD Control Pathway
**************************************
**
**
CO STARTING
   TITLEONE C:\Lakes\AERMOD View\Woodland Park\Woodland Park_Const\Woodland Park
   MODELOPT DFAULT CONC
   AVERTIME 1 PERIOD
   URBANOPT 766573 San_Mateo_County
   POLLUTID PM_2.5
   RUNORNOT RUN
   ERRORFIL "Woodland Park_NonUnit.err"
CO FINISHED
**
**************************************
** AERMOD Source Pathway
**************************************
**
**
SO STARTING
** Source Location **
** Source ID - Type - X Coord. - Y Coord. **
** ----------------------------------------------------------------------
** Line Source Represented by Adjacent Volume Sources
** LINE VOLUME Source ID = SLINE1
** DESCRSRC Onsite Construction
** PREFIX
** Length of Side = 7.00
** Configuration = Adjacent
** Emission Rate = 1.0
** Vertical Dimension = 6.80
** SZINIT = 3.16
** Nodes = 20
** 575667.220, 4146318.386, 8.09, 3.40, 3.26
** 575742.301, 4146316.277, 7.77, 3.40, 3.26
** 575747.784, 4146398.106, 7.62, 3.40, 3.26
** 575687.889, 4146444.926, 7.49, 3.40, 3.26
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** 575683.671, 4146412.025, 7.68, 3.40, 3.26
** 575635.803, 4146415.767, 7.49, 3.40, 3.26
** 575622.305, 4146352.681, 8.04, 3.40, 3.26
** 575664.268, 4146348.756, 7.97, 3.40, 3.26
** 575663.002, 4146336.523, 8.02, 3.40, 3.26
** 575727.959, 4146336.523, 7.74, 3.40, 3.26
** 575731.756, 4146392.623, 7.68, 3.40, 3.26
** 575702.230, 4146422.992, 7.66, 3.40, 3.26
** 575699.277, 4146397.684, 7.83, 3.40, 3.26
** 575653.259, 4146401.940, 7.66, 3.40, 3.26
** 575641.286, 4146365.665, 8.02, 3.40, 3.26
** 575674.813, 4146363.097, 7.84, 3.40, 3.26
** 575677.344, 4146350.021, 7.92, 3.40, 3.26
** 575715.727, 4146351.708, 7.61, 3.40, 3.26
** 575715.268, 4146379.021, 7.70, 3.40, 3.26
** 575665.107, 4146383.802, 7.77, 3.40, 3.26
** ----------------------------------------------------------------------
   LOCATION L0000001     VOLUME   575670.719 4146318.288 8.12
   LOCATION L0000002     VOLUME   575677.716 4146318.091 8.12
   LOCATION L0000003     VOLUME   575684.713 4146317.895 8.09
   LOCATION L0000004     VOLUME   575691.711 4146317.698 8.07
   LOCATION L0000005     VOLUME   575698.708 4146317.502 8.02
   LOCATION L0000006     VOLUME   575705.705 4146317.305 7.95
   LOCATION L0000007     VOLUME   575712.702 4146317.108 7.90
   LOCATION L0000008     VOLUME   575719.700 4146316.912 7.88
   LOCATION L0000009     VOLUME   575726.697 4146316.715 7.88
   LOCATION L0000010     VOLUME   575733.694 4146316.519 7.87
   LOCATION L0000011     VOLUME   575740.691 4146316.322 7.79
   LOCATION L0000012     VOLUME   575742.661 4146321.655 7.77
   LOCATION L0000013     VOLUME   575743.129 4146328.639 7.73
   LOCATION L0000014     VOLUME   575743.597 4146335.624 7.66
   LOCATION L0000015     VOLUME   575744.065 4146342.608 7.50
   LOCATION L0000016     VOLUME   575744.533 4146349.592 7.29
   LOCATION L0000017     VOLUME   575745.001 4146356.577 7.08
   LOCATION L0000018     VOLUME   575745.469 4146363.561 7.21
   LOCATION L0000019     VOLUME   575745.937 4146370.545 7.44
   LOCATION L0000020     VOLUME   575746.405 4146377.530 7.68
   LOCATION L0000021     VOLUME   575746.873 4146384.514 7.64
   LOCATION L0000022     VOLUME   575747.341 4146391.498 7.63
   LOCATION L0000023     VOLUME   575747.486 4146398.339 7.62
   LOCATION L0000024     VOLUME   575741.972 4146402.650 7.64
   LOCATION L0000025     VOLUME   575736.457 4146406.961 7.64
   LOCATION L0000026     VOLUME   575730.942 4146411.272 7.57
   LOCATION L0000027     VOLUME   575725.427 4146415.583 7.52
   LOCATION L0000028     VOLUME   575719.912 4146419.894 7.53
   LOCATION L0000029     VOLUME   575714.397 4146424.205 7.60
   LOCATION L0000030     VOLUME   575708.882 4146428.516 7.64
   LOCATION L0000031     VOLUME   575703.367 4146432.827 7.62
   LOCATION L0000032     VOLUME   575697.852 4146437.138 7.61
   LOCATION L0000033     VOLUME   575692.337 4146441.449 7.59
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LOCATION L0000034     VOLUME   575687.716 4146443.583 7.56
LOCATION L0000035     VOLUME   575686.826 4146436.639 7.58
LOCATION L0000036     VOLUME   575685.936 4146429.696 7.62
LOCATION L0000037     VOLUME   575685.046 4146422.753 7.63
LOCATION L0000038     VOLUME   575684.156 4146415.810 7.64
LOCATION L0000039     VOLUME   575680.496 4146412.274 7.69
LOCATION L0000040     VOLUME   575673.517 4146412.819 7.68
LOCATION L0000041     VOLUME   575666.538 4146413.365 7.62
LOCATION L0000042     VOLUME   575659.559 4146413.910 7.61
LOCATION L0000043     VOLUME   575652.581 4146414.456 7.60
LOCATION L0000044     VOLUME   575645.602 4146415.001 7.58
LOCATION L0000045     VOLUME   575638.623 4146415.547 7.53
LOCATION L0000046     VOLUME   575634.930 4146411.689 7.52
LOCATION L0000047     VOLUME   575633.466 4146404.844 7.56
LOCATION L0000048     VOLUME   575632.001 4146397.999 7.66
LOCATION L0000049     VOLUME   575630.536 4146391.154 7.78
LOCATION L0000050     VOLUME   575629.072 4146384.309 7.89
LOCATION L0000051     VOLUME   575627.607 4146377.463 7.95
LOCATION L0000052     VOLUME   575626.143 4146370.618 8.00
LOCATION L0000053     VOLUME   575624.678 4146363.773 8.03
LOCATION L0000054     VOLUME   575623.214 4146356.928 8.05
LOCATION L0000055     VOLUME   575624.950 4146352.434 8.07
LOCATION L0000056     VOLUME   575631.920 4146351.782 8.07
LOCATION L0000057     VOLUME   575638.890 4146351.130 8.05
LOCATION L0000058     VOLUME   575645.859 4146350.478 8.00
LOCATION L0000059     VOLUME   575652.829 4146349.826 7.95
LOCATION L0000060     VOLUME   575659.798 4146349.174 7.95
LOCATION L0000061     VOLUME   575664.009 4146346.258 7.96
LOCATION L0000062     VOLUME   575663.289 4146339.295 7.98
LOCATION L0000063     VOLUME   575667.216 4146336.523 8.02
LOCATION L0000064     VOLUME   575674.216 4146336.523 8.02
LOCATION L0000065     VOLUME   575681.216 4146336.523 7.99
LOCATION L0000066     VOLUME   575688.216 4146336.523 7.96
LOCATION L0000067     VOLUME   575695.216 4146336.523 7.93
LOCATION L0000068     VOLUME   575702.216 4146336.523 7.88
LOCATION L0000069     VOLUME   575709.216 4146336.523 7.80
LOCATION L0000070     VOLUME   575716.216 4146336.523 7.76
LOCATION L0000071     VOLUME   575723.216 4146336.523 7.73
LOCATION L0000072     VOLUME   575728.112 4146338.775 7.68
LOCATION L0000073     VOLUME   575728.584 4146345.759 7.57
LOCATION L0000074     VOLUME   575729.057 4146352.743 7.31
LOCATION L0000075     VOLUME   575729.530 4146359.727 7.21
LOCATION L0000076     VOLUME   575730.002 4146366.711 7.28
LOCATION L0000077     VOLUME   575730.475 4146373.695 7.60
LOCATION L0000078     VOLUME   575730.947 4146380.679 7.72
LOCATION L0000079     VOLUME   575731.420 4146387.663 7.71
LOCATION L0000080     VOLUME   575730.341 4146394.077 7.68
LOCATION L0000081     VOLUME   575725.462 4146399.096 7.64
LOCATION L0000082     VOLUME   575720.582 4146404.115 7.65
LOCATION L0000083     VOLUME   575715.703 4146409.134 7.66
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   LOCATION L0000084     VOLUME   575710.823 4146414.153 7.66
   LOCATION L0000085     VOLUME   575705.944 4146419.172 7.66
   LOCATION L0000086     VOLUME   575702.036 4146421.331 7.67
   LOCATION L0000087     VOLUME   575701.225 4146414.378 7.68
   LOCATION L0000088     VOLUME   575700.414 4146407.426 7.72
   LOCATION L0000089     VOLUME   575699.602 4146400.473 7.78
   LOCATION L0000090     VOLUME   575695.102 4146398.070 7.80
   LOCATION L0000091     VOLUME   575688.132 4146398.715 7.80
   LOCATION L0000092     VOLUME   575681.162 4146399.360 7.80
   LOCATION L0000093     VOLUME   575674.192 4146400.004 7.77
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** DTMRGN   Global Definition
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WOODLAND PARK - EUCLID IMPROVEMENTS

VICINITY MAP



PROJECT DIRECTORY

APPLICANT:

Woodland Park Communities
5 Newell Court
East Palo Alto, CA 94303
ATTN: Michael Kramer
mkramer@wlpcommunities.com

ARCHITECT:

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San Francisco, CA 94107
ATTN: Daniel Simons
danielsimons@dbarchitect.com

LANDSCAPE ARCHITECT:

Hood Design Studio
3016 Filbert Street #2
Oakland, CA 94608
ATTN: Alma du Solier
alma@hooddesignstudio.com

CIVIL ENGINEER:

BKF Engineers
1730 N. First Street. Suite 600
San Francisco, CA 94112
ATTN: Jacbon Nguyen
jnguyen@bkf.com

PROJECT DESCRIPTION

With no displacement, this project proposes the replacement of several aging, outdated structures containing 160 rent-stabilized housing units and one single family rental (non-RSO) with new mixed-income buildings containing 550 apartments, 29% of which will be deed-restricted rent-controlled, replacing the existing apartments one-for-one.

Note: No portion of the property is located in a Flood Zone as designated by the Federal Emergency Managment Agency (FEMA).

PROJECT SITE

ZONING:
R-HD-5, R-UHD, Neighborhood Center Overlay (NCO)

GENERAL PLAN DESIGNATION:
HIGH DENSITY RESIDENTIAL / URBAN RESIDENTIAL, NEIGHBORHOOD CENTER OVERLAY

TOTAL SITE AREA:
170,941 SF = 3.92 ACRES

EXISTING LOTS:

ADDRESSES:	APNS:
501 O'Connor St.	063282010
2012 Euclid Ave.	063282020
2032 Euclid Ave.	063282030
2036 Euclid Ave.	063282040
2040 & 2042 Euclid Ave.	063282050
2044 Euclid Ave.	063282060
2054 Euclid Ave.	063282070
2033 Manhattan Ave.	063282080
2001 Manhattan Ave.	063282090
2021 Euclid Ave.	063281020
2025 Euclid Ave.	063281030
2031 Euclid Ave.	063281040
2043 Euclid Ave.	063281100
2041 Euclid Ave./420 E O'Keefe St.	063281110

SHEET INDEX

GENERAL

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G-101	PERSPECTIVE VIEWS
G-102	PERSPECTIVE VIEWS
G-103	AERIAL VIEW
G-200	FIRE DIAGRAMS
G-201	CODE ANALYSIS - GENERAL
G-202	PLANNING DIAGRAMS

ARCHITECTURE

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A-101	SITE PLAN - PROPOSED
A-201	FLOOR PLAN - LEVEL 1
A-202	FLOOR PLAN - LEVEL 2
A-203	FLOOR PLAN - LEVEL 3
A-204	FLOOR PLAN - LEVEL 4
A-205	FLOOR PLAN - LEVELS 5-7
A-206	FLOOR PLAN - LEVELS 8
A-207	FLOOR PLAN - ROOF
A-300	BUILDING ELEVATIONS
A-301	BUILDING ELEVATIONS
A-302	BUILDING SECTIONS
A-303	EXTERIOR MATERIALS
A-500	OPEN SPACE DIAGRAMS
A-502	OPEN SPACE DIAGRAMS
A-511	CONCEPTUAL LIGHTING PLAN

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L-1.1	LANDSCAPE DETAILS
L-2.1	PLANTING PLAN
T-0.1	TREE PROTECTION AND REMOVALS LIST AND NOTES
T-1.1	TREE PROTECTION & REMOVAL PLAN

CIVIL

C-1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C-2.0	PRELIMINARY SITE PLAN
C-3.0	PRELIMINARY GRADING AND DRAINAGE PLAN
C-4.0	PRELIMINARY UTILITY PLAN
C-5.0	PRELIMINARY STORMWATER MANAGEMENT PLAN
C-5.1	PRELIMINARY STORMWTER MANAGEMENT PLAN
C-6.0	PRELIMINARY FIRE ACCESS PLAN
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TM-2	VESTING TENTATIVE PARCEL MAP - MAPPING SHEET

OTHER

WT-001	WATER TANK EXHIBIT

PROJECT DATA

GROSS AREAS

CIRCULATION	52448 SF
COMMON	31837 SF
COMMUNITY SPACE	2500 SF
GARAGE / BIKE ROOM	139931 SF
RESIDENTIAL	418642 SF
RETAIL	2619 SF
SERVICE / TRASH	9455 SF
STAIRS / ELEVATORS	12831 SF
	670262 SF

UNIT MIX

TYPE	EXISTING*	MIX	APPROVED	MIX	REVISED	MIX	AVG. AREA
STUDIO	53	33%	228	38%	21**	4%	495 sf
1 BR	102	64%	197	33%	343	62%	688 sf
2 BR	4	2%	178	29%	184	33%	977 sf
3 - 4 BR	2	<1%	2	<1%	2	<1%	1,298 sf
TOTAL	161		605		550		

* There are 160 current rent-stabilized units and one 2 BR single-family rental (non-RSO)
** 32 existing studios will be replace by 1 BR units

PARKING

STALLS	EXISTING	APPROVED	REVISED	
			BUILDING A	BUILDING B
OFF-STREET	155	625	136	434
ON-STREET	52	52	72	

(14 of the proposed parking stalls are ADA, including 4 ADA van spaces)

Approved Parking Ratio = 1.03 spaces/unit
Revised Parking Ratio = 1.03 spaces/unit
Building A Parking Ratio = 1.03 spaces/unit
Building B Parking Ratio = 1.03 spaces/unit

BIKE PARKING
REQ PER EPAMC:
1 CLASS I SPACE FOR EVERY 3 UNITS = 183 CLASS I
1 CLASS II SPACE FOR EVERY 15 UNITS = 36 CLASS II

PROVIDED
CLASS I:
BUILDING A: 72 STALLS (ONE BIKE ROOM)
BUILDING B: 252 STALLS (TWO BIKE ROOMS)
TOTAL: 324 STALLS PROVIDED

CLASS II: 45 STALLS PROVIDED ON SITE

LOT COVERAGE CALCULATIONS

BUILDING A LOT COVERAGE
LOT AREA = 31,596 SF
18,853 SF / 31,596 SF = **59%**

BUILDING B LOT COVERAGE
TOTAL LOT AREA = 139,345 SF
89,544 SF / 139,345 SF = **64%**

TOTAL LOT COVERAGE
108,397 / 170,941 SF = 63%

OPEN SPACE

	AREA
COMMON OPEN SPACE	31,932 SF
PRIVATE OPEN SPACE	24,854 SF
Total	56,786 SF
Open space per unit (excluding Public Open Space)	103 SF/UNIT
PUBLIC OPEN SPACE	10,769 SF
PUBLIC PARK	9,355 SF

F.A.R. REQUIRED: N/A

(PER DEVELOPMENT CODE SECTION 18.10 TABLE 2-2)

ZONING COMPARISON

Development Standard	NCO Zone / GP Designation Requirement	Approved Project (Nov 2022)	Revised Project (Apr 2024)
Maximum Density	175 du/acre	155 du/acre	140.3 du/acre
Height	13 stories / 140 feet	13 stories / 135 feet	8 stories / 85 feet
Open Space	100 sf/unit	100 sf/unit	103 sf/unit or greater
*Setbacks**			
Front	5 feet	9-12 feet	5-10 feet
Side/Street Side	5 feet	10-85 feet	5-143 feet
Rear	10 feet	10-20 feet	10-83 feet
Corner vision triangle	12 feet	12 feet	12 feet

*Front Setback areas:
Building B - W. Bayshore Rd.
Building A - E. O'Keefe St.

Woodland Park
Euclid
Improvements

David Baker Architects
dbarchitect.com
461 Second St, Loft c127
San Francisco, CA 94107
415.896.6700

License Stamp

Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

Set Title

Design Update - April 2024

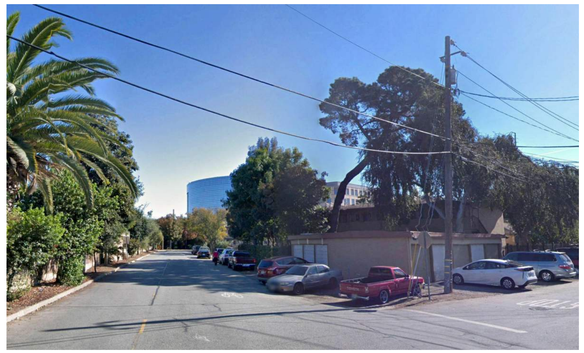
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G-000

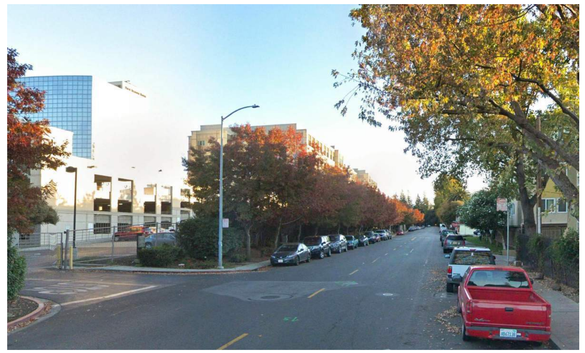
Date 04/18/2024
Project No. 21620



1 - Intersection of West Bayshore Road and Euclid Avenue, Looking East



2 - West Bayshore Road, Looking East



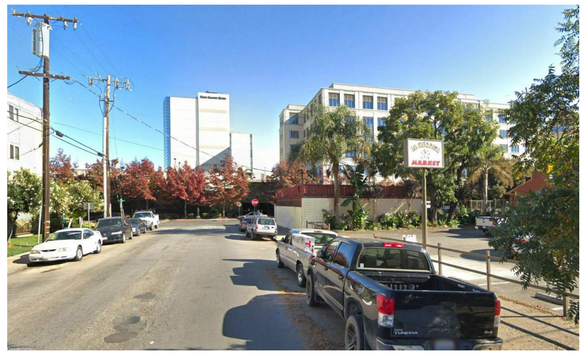
3 - Intersection of West Bayshore Road and Manhattan Avenue, Looking South



4 - Intersection of Manhattan Avenue and O'Connor Street, Looking North



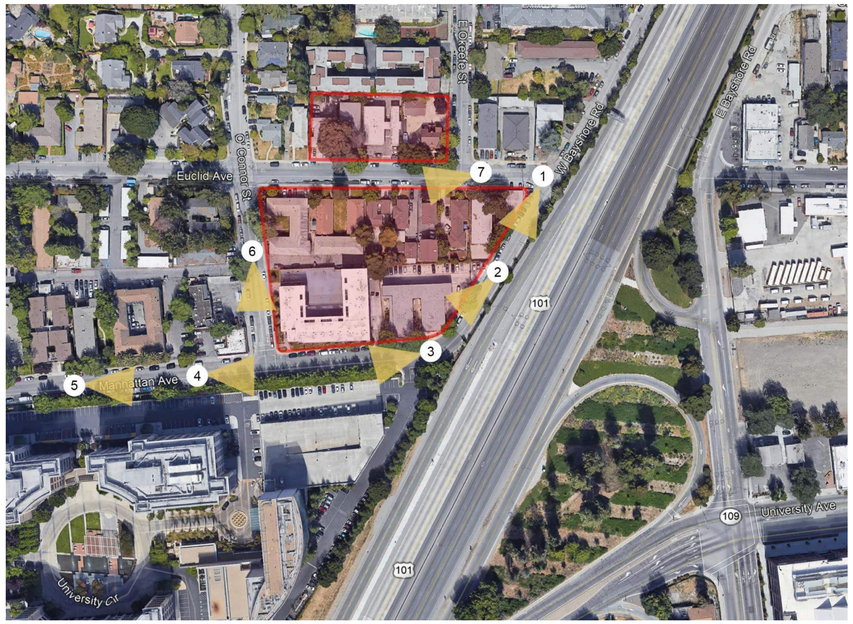
5 - Manhattan Avenue, Looking North



6 - O'Connor Street, Looking East



7 - Euclid Avenue, Looking South



Woodland Park Euclid Improvements

David Baker Architects
dbarchitect.com
461 Second St, Loft c127
San Francisco, CA 94107
415.896.6700

PREVIOUSLY SUBMITTED SHEET NO CHANGE

License Stamp

Issuances

Description	Date
Entitlements Submission	09/25/2019

Revisions

Rev.	Description	Date

Set Title

Application - September 2019

Drawing Title

CONTEXT

Sheet No.

G100

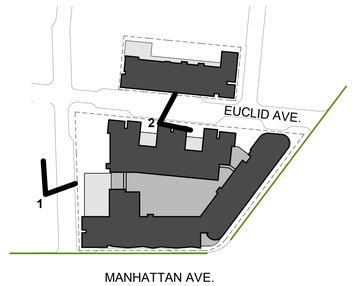
Date	08-23-2022
Project No.	21620



1- VIEW OF PARK FROM O'CONNOR ST.



2- VIEW OF EUCLID LOOKING TOWARDS O'KEEFE ST.



KEY PLAN

Woodland Park Euclid Improvements

David Baker Architects
dbarchitect.com
461 Second St, Loft c127
San Francisco, CA 94107
415.896.6700

License Stamp

Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

Set Title

Design Update - April 2024

Drawing Title

PERSPECTIVE VIEWS

Sheet No.

G-101

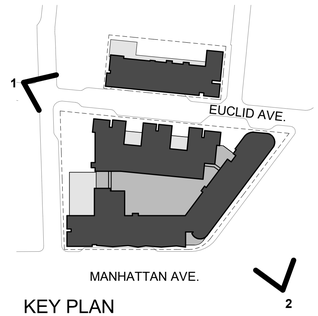
Date	04/18/2024
Project No.	21620



1- VIEW DOWN EUCLID AVE. LOOKING NORTH



2- VIEW FROM US 101/ UNIVERSITY AVE OVERPASS (FOUR SEASONS HOTEL IN FOREGROUND)



KEY PLAN

Woodland Park Euclid Improvements

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Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

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PERSPECTIVE VIEWS

Sheet No.

G-102

Date	04/18/2024
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PROJECT



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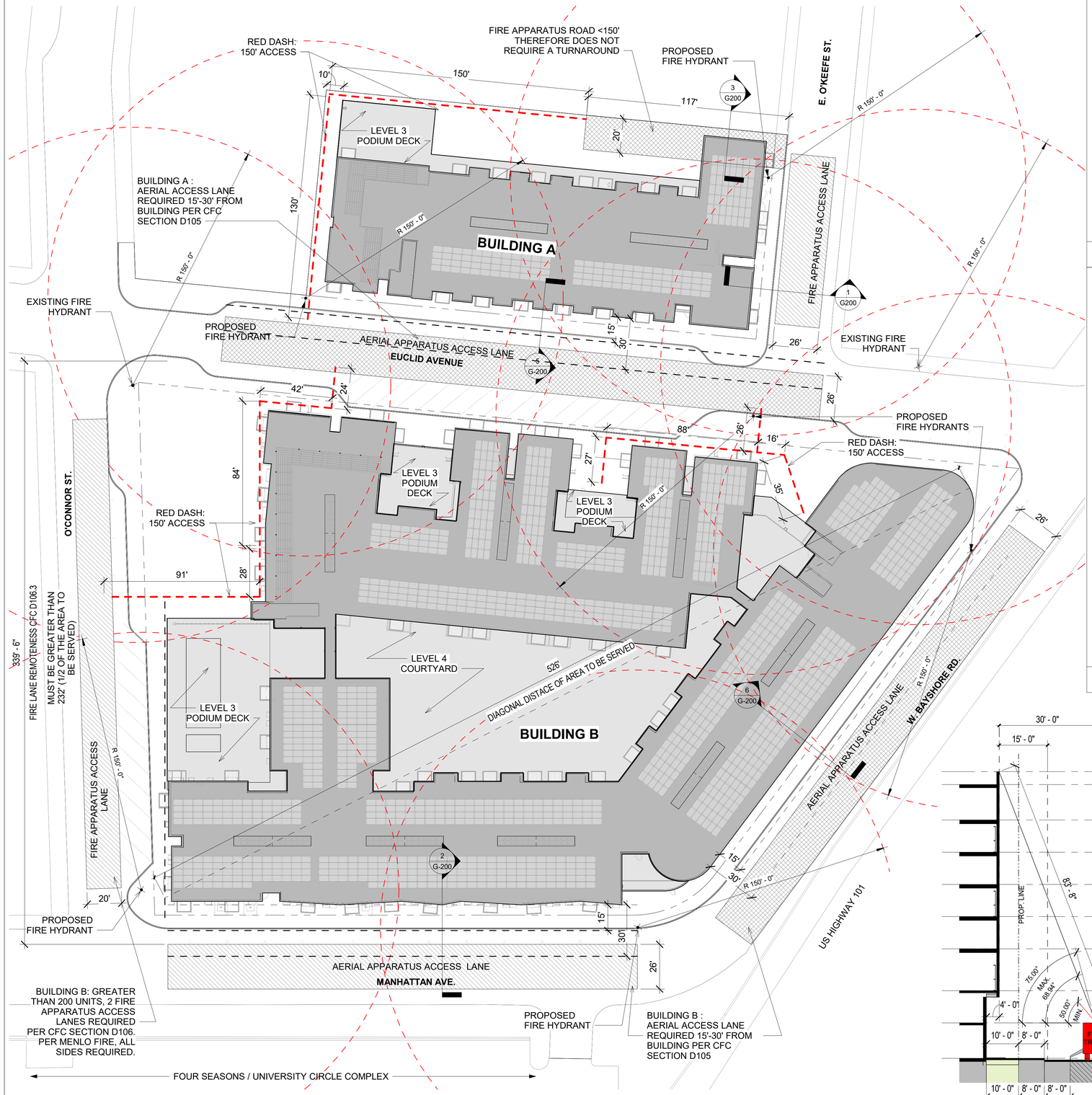
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AERIAL VIEW

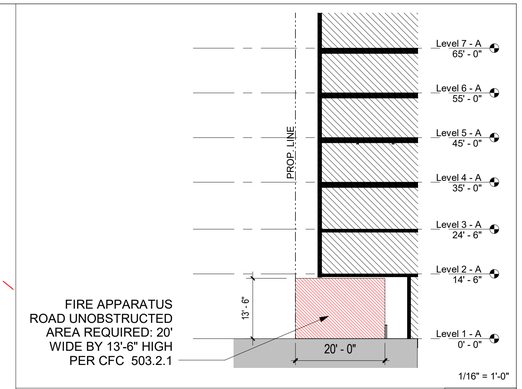
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G-103

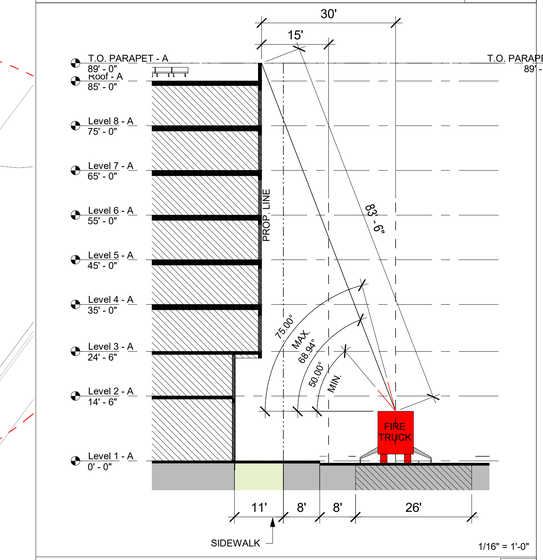
Date	04/18/2024
Project No.	21620



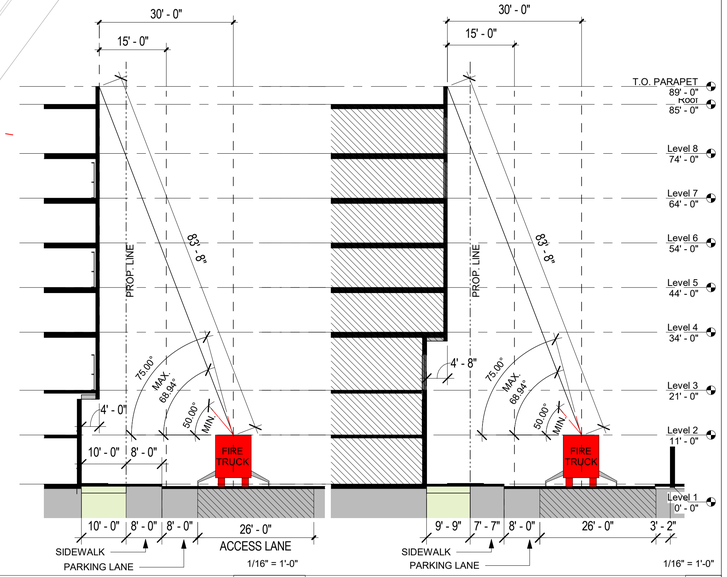
FIRE DIAGRAM | 3



SECTION - FIRE LANE - BUILDING A | 4



SECTION - FIRE DIAGRAM @ EUCLID | 5



SECTION - FIRE DIAGRAM @ MANHATTAN | 2

SECTION - FIRE DIAGRAM @ W. BAYSHORE RD. | 6

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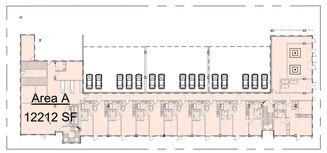
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FIRE DIAGRAMS

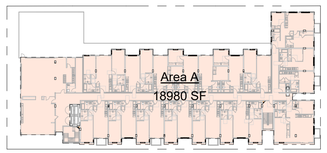
Sheet No.

G-200

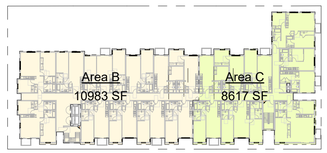
Date 04/18/2024
Project No. 21620



A Level 1 Building A
1" = 60'-0"

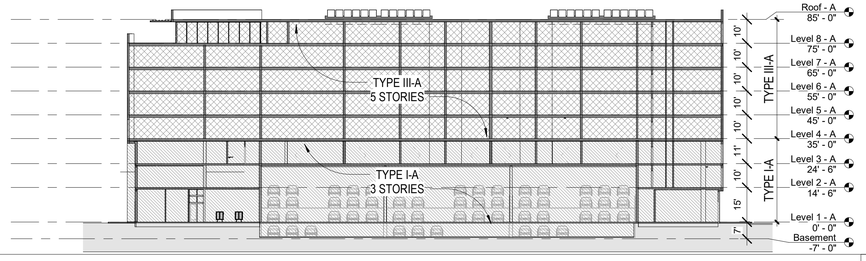


C Levels 3 Building A
1" = 60'-0"

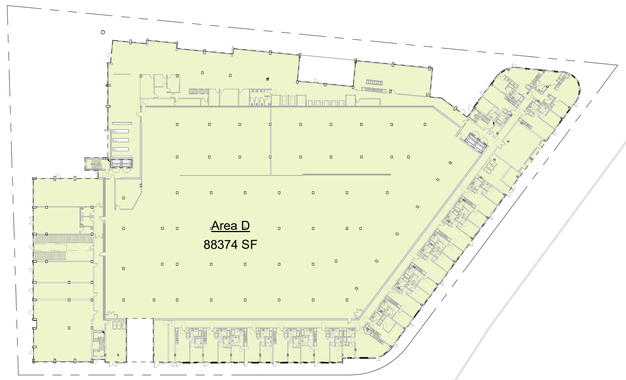


5 Level 4-8 Building A
1" = 60'-0"

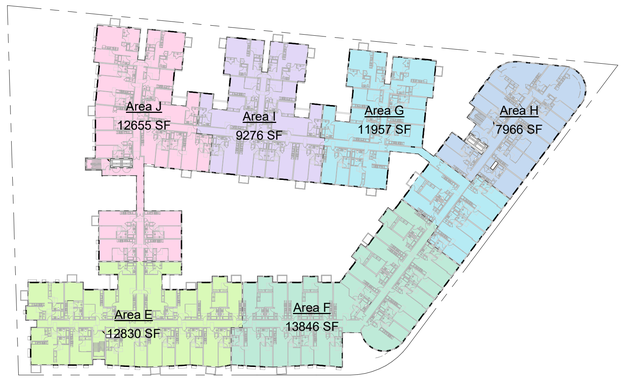
AREA CALCULATIONS - BUILDING A | 4



CODE ANALYSIS - SECTION - BUILDING A | 3

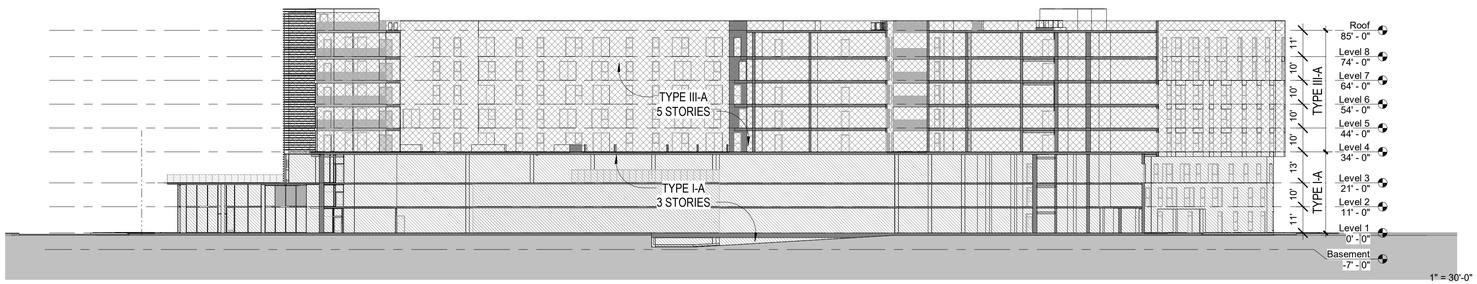


2 Level 1 Building B
1" = 60'-0"



4 Level 4-8 Building B
1" = 60'-0"

AREA CALCULATIONS - BUILDING B | 2



CODE ANALYSIS - SECTION - BUILDING B (NORTH SOUTH) | 1

AREA CALCULATIONS:

ALLOWABLE AREA OF EACH STORY OF A SINGLE-OCCUPANCY, MULTISTORY BUILDING FROM EQUATION 5-2 (CBC 506.2.1):
Aa = At + (ns x if)

TOTAL ALLOWABLE AREA OF A SINGLE-OCCUPANCY BUILDING MORE THAN THREE STORIES ABOVE GRADE PLANE:
EQUATION 5-2 (CBC 506.2.1):
Aa = [At + (NS x If)] x Sa

SEE PLAN DIAGRAMS ON THIS SHEET FOR COMPLIANCE OF ALLOWABLE AREA PER STORY

BUILDING A

AREAS:

BUILDING AREA A (TYPE I-A):
ALLOWABLE BUILDING AREA IS UNLIMITED

TOTAL AREA: Area A 45215 SF

ALLOWABLE BUILDING AREA IS UNLIMITED FOR TYPE I-A CONSTRUCTION, THEREFORE **COMPLIES**

BUILDING AREA B (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.5) = **36,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.5)] x 2 = **72,000 SF**

TOTAL AREA: Area B 52478 SF

BUILDING AREA B: < 72,000 SF THEREFORE **COMPLIES**

BUILDING AREA C (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.5) = **36,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.5)] x 2 = **72,000 SF**

TOTAL AREA: Area C 42730 SF

BUILDING AREA C: < 72,000 SF THEREFORE **COMPLIES**

BUILDING B

AREAS:

BUILDING AREA D (TYPE I-A):
ALLOWABLE BUILDING AREA IS UNLIMITED

TOTAL AREA: Area D 261481 SF

ALLOWABLE BUILDING AREA IS UNLIMITED FOR TYPE I-A CONSTRUCTION, THEREFORE **COMPLIES**

BUILDING AREA E (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.5) = **36,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.5)] x 2 = **72,000 SF**

TOTAL AREA: Area E 64150 SF

BUILDING AREA E: < 72,000 SF THEREFORE **COMPLIES**

BUILDING AREA F (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.5) = **36,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.5)] x 2 = **72,000 SF**

TOTAL AREA: Area F 69228 SF

BUILDING AREA F: < 72,000 SF THEREFORE **COMPLIES**

BUILDING AREA G (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.25) = **30,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.25)] x 2 = **60,000 SF**

TOTAL AREA: Area G 59709 SF

BUILDING AREA G: < 60,000 SF THEREFORE **COMPLIES**

BUILDING AREA H (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.75) = **42,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.75)] x 2 = **84,000 SF**

TOTAL AREA: Area H 39829 SF

BUILDING AREA H: < 84,000 SF THEREFORE **COMPLIES**

BUILDING AREA I (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.5) = **36,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.5)] x 2 = **72,000 SF**

TOTAL AREA: Area I 46380 SF

BUILDING AREA I: < 72,000 SF THEREFORE **COMPLIES**

BUILDING AREA J (TYPE III-A):
ALLOWABLE AREA OF PER STORY At + (ns x if) = Aa
24,000 + (24,000 x.5) = **36,000 SF**
TOTAL ALLOWABLE AREA [At + (NS x If)] x Sa = Aa
[24,000 + (24,000 x 0.5)] x 2 = **72,000 SF**

TOTAL AREA: Area J 59523 SF

BUILDING AREA J: < 72,000 SF THEREFORE **COMPLIES**

Woodland Park Euclid Improvements

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Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

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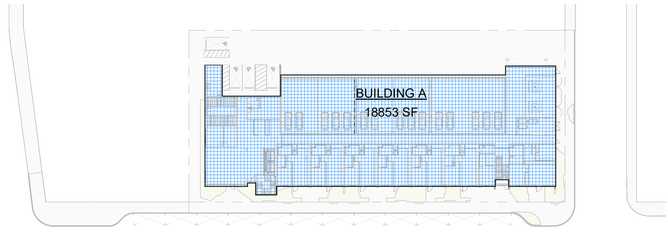
Drawing Title

CODE ANALYSIS - GENERAL

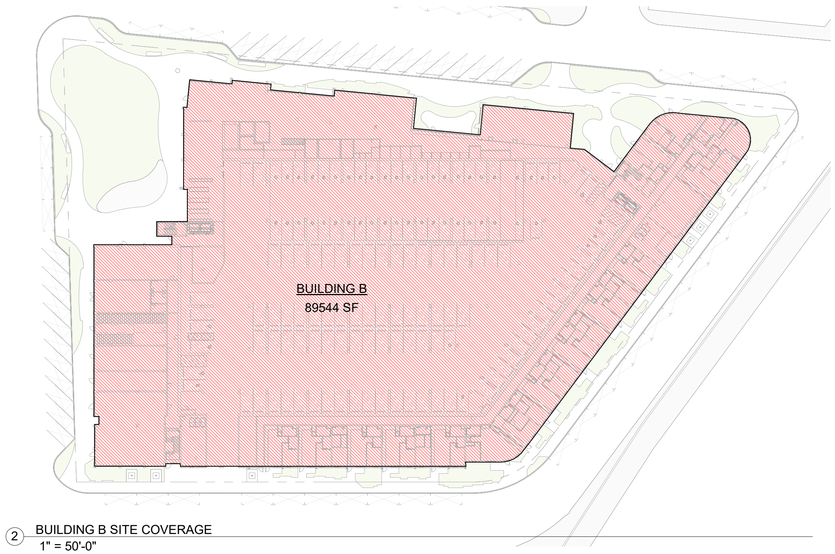
Sheet No.

G-201

Date 04/18/2024
Project No. 21620



1 BUILDING A SITE COVERAGE
1" = 50'-0"



2 BUILDING B SITE COVERAGE
1" = 50'-0"

BUILDING A LOT COVERAGE

ALLOWABLE
ALLOWABLE LOT COVERAGE = 70% MIN
(PER EPAMC 18.10.030)

ACTUAL
LOT AREA = 31,596 SF
BUILDING FOOTPRINT:

BUILDING A	18853 SF

ACTUAL LOT COVERAGE = 59%

BUILDING B LOT COVERAGE

ALLOWABLE
ALLOWABLE LOT COVERAGE = 70%
(PER EPAMC 18.10.030)

ACTUAL
LOT AREA = 139,345 SF
BUILDING FOOTPRINT:

BUILDING B	89544 SF

ACTUAL LOT COVERAGE = 64%

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Drawing Title

PLANNING DIAGRAMS

Sheet No.

G-202

Date 04/18/2024
Project No. 21620



Existing properties:

2021 Euclid Avenue
(11 rent-stabilized units)

11 x Studio Units

2025 Euclid Avenue
(7 rent-stabilized units)

6 x Studio Units
1 x 1 Bedroom Unit

2031 Euclid Avenue
(12 rent-stabilized units)

12 x 1 Bedroom Units

2032 Euclid Avenue

1 x 2 Bedroom Single-Family-House (non-RSO)

2036 Euclid Avenue
(4 rent-stabilized units)

2 x Studio Units
1 x 1 Bedroom Unit
1 x 2 Bedroom Unit

2040 & 2042 Euclid Avenue
(2 rent-stabilized units)

1 x 2 Bedroom Unit
1 x 4 Bedroom Unit

2041 Euclid Avenue
(also known as 420 O'Keefe)

Community Engagement Office

2043 Euclid Avenue

Resident Services Office and Community Technology Center

2044 Euclid Avenue
(2 rent-stabilized units)

1 x 2 Bedroom Unit
1 x 3 Bedroom Unit

2054 Euclid Avenue
(8 rent-stabilized units)

8 x 1 Bedroom Units

2012 Euclid Avenue/501 O'Connor Street
(22 rent-stabilized units)

22 x 1 Bedroom Units

2001 Manhattan Avenue
(60 rent-stabilized units)

8 x Studio Units
52 x 1 Bedroom Units

2033 Manhattan Avenue
(32 rent-stabilized units)

26 x Studio Units
6 x 1 Bedroom Units

0' 7.5' 15' 30'

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Issuances

Description	Date
Entitlements Submission	09/25/2019

Revisions

Rev.	Description	Date

Set Title

Application - September 2019

Drawing Title

SITE PLAN - EXISTING

Sheet No.

A100

Date 08-23-2022
Project No. 21620



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Entitlements Update	2/27/2024

Revisions

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1	Response to Comments	4/19/2024

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Drawing Title

SITE PLAN - PROPOSED

Sheet No.

A-101

Date	04/18/2024
Project No.	21620



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Revisions

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Drawing Title

FLOOR PLAN - LEVEL 1

Sheet No.

A-201

Date	04/18/2024
Project No.	21620



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Entitlements Update	2/27/2024

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Drawing Title

FLOOR PLAN - LEVEL 2

Sheet No.

A-202

Date	04/18/2024
Project No.	21620



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Description	Date
Entitlements Update	2/27/2024

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Drawing Title

FLOOR PLAN - LEVEL 3

Sheet No.

A-203

Date	04/18/2024
Project No.	21620



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Description	Date
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Revisions

Rev.	Description	Date
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Design Update - April 2024

Drawing Title

FLOOR PLAN - LEVEL 4

Sheet No.

A-204

Date	04/18/2024
Project No.	21620



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Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

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Design Update - April 2024

Drawing Title

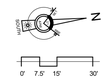
FLOOR PLAN - LEVELS 5-7

Sheet No.

A-205

Date	04/18/2024
Project No.	21620





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Rev.	Description	Date
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Design Update - April 2024

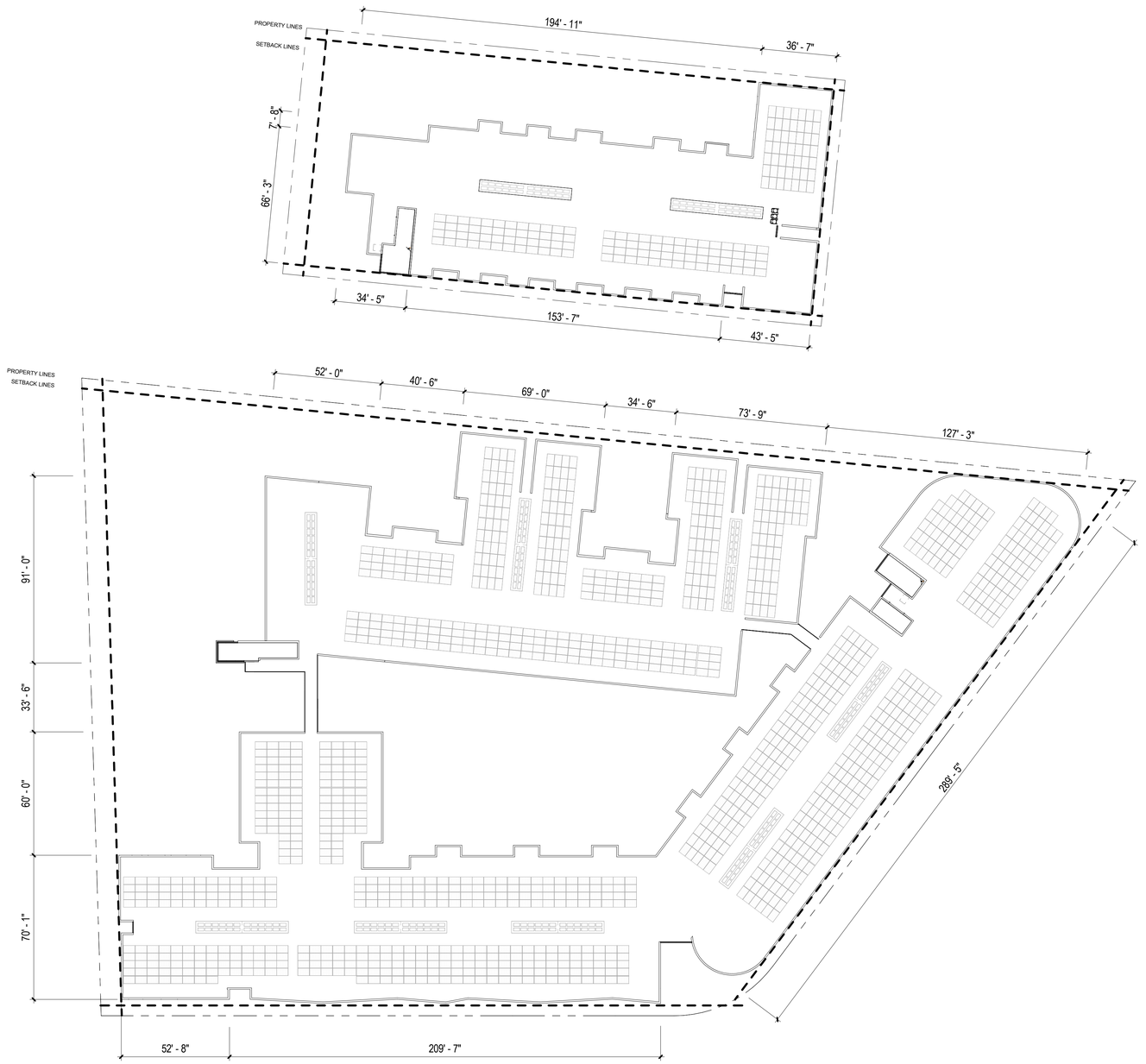
Drawing Title

FLOOR PLAN - LEVELS 8

Sheet No.

A-206

Date	04/18/2024
Project No.	21620



1 BUILDING B - ROOF LEVEL FLOOR PLAN
1" = 30'-0"

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Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

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Design Update - April 2024

Drawing Title

FLOOR PLAN - ROOF

Sheet No.

A-207

Date	04/18/2024
Project No.	21620

MATERIAL LEGEND

1 - Textured Concrete with Vine Cover
2 - Vertical Wood Siding
3 - Storefront System
4 - Cement Board (Dark)
5 - Cement Board (Light)
6 - Perforated Metal Screen (Painted)
7 - GFRC
8 - Thin Brick
9 - Aluminum Windows
10 - Balconies with Perforated Metal Guardrails
11 - Corten Steel Panels
12 - Smooth Concrete
13 - Metal Sunshade
14 - Standing Seam Steel



Key Plan
1" = 160'-0"

NOTE: PLEASE REFER TO LANDSCAPE PLAN FOR PLANTING LOCATIONS



3 O'Connor St. Elevation - East Building
1" = 30'-0"



2 W. Bayshore Rd. Elevation - East Building
1" = 30'-0"



1 Euclid Ave. Elevation - East Building
1" = 30'-0"

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Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

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BUILDING ELEVATIONS

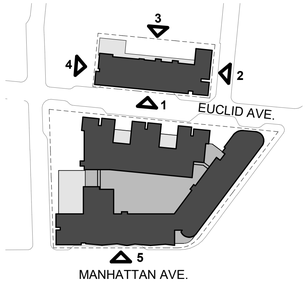
Sheet No.

A-300

Date	04/18/2024
Project No.	21620

MATERIAL LEGEND

1 - Textured Concrete with Vine Cover
2 - Vertical Wood Siding
3 - Storefront System
4 - Cement Board (Dark)
5 - Cement Board (Light)
6 - Perforated Metal Screen (Painted)
7 - GFRC
8 - Thin Brick
9 - Aluminum Windows
10 - Balconies with Perforated Metal Guardrails
11 - Corten Steel Panels
12 - Smooth Concrete
13 - Metal Sunshade
14 - Standing Seam Steel



Key Plan
1" = 160'-0"

NOTE: PLEASE REFER TO LANDSCAPE PLAN FOR PLANTING LOCATIONS



5 Manhattan Ave. Elevation - East Building
1" = 30'-0"



4 BUILDING A - SOUTH ELEVATION Copy 1
1" = 30'-0"



3 BUILDING A - WEST ELEVATION Copy 1
1" = 30'-0"



2 East O'Keefe St. Elevtion - West Building
1" = 30'-0"



1 Euclid Ave. Elevation - West Building
1" = 30'-0"

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BUILDING ELEVATIONS

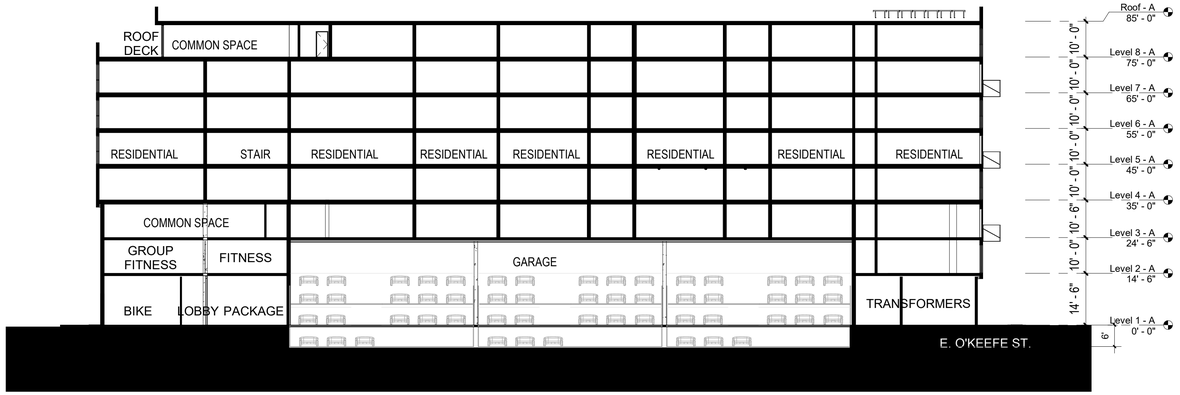
Sheet No.

A-301

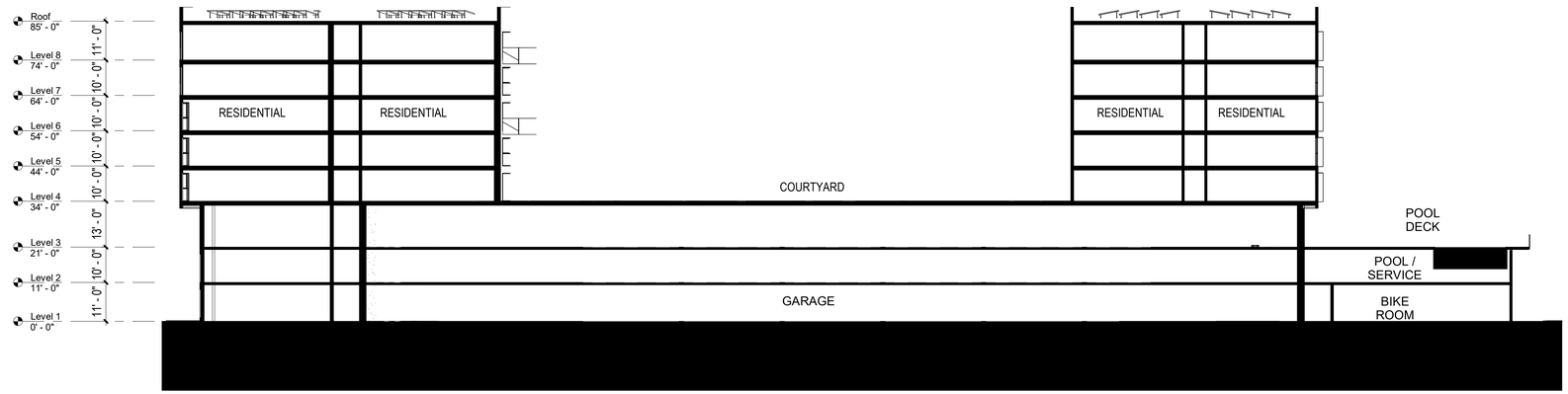
Date	04/18/2024
Project No.	21620



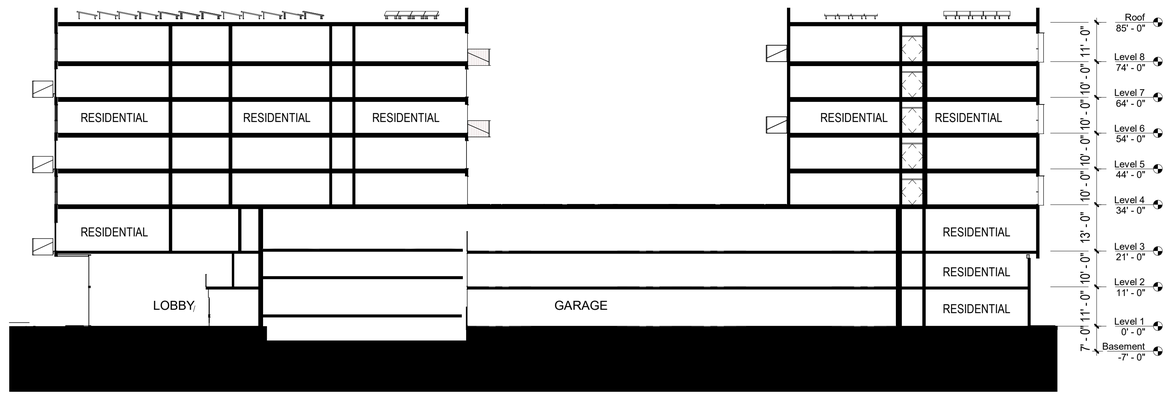
Key Plan
1" = 160'-0"



3 Building Section - N/S West Building
1" = 20'-0"



2 Building Section - N/S
1" = 20'-0"



1 Building Section - E/W
1" = 20'-0"

Woodland Park Euclid Improvements

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Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

Set Title

Design Update - April 2024

Drawing Title

BUILDING SECTIONS

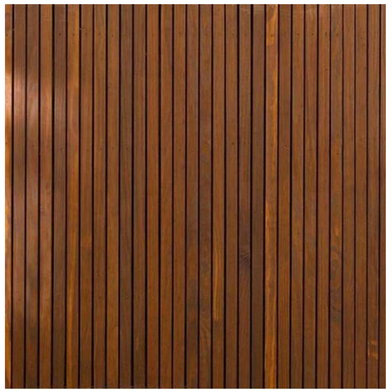
Sheet No.

A-302

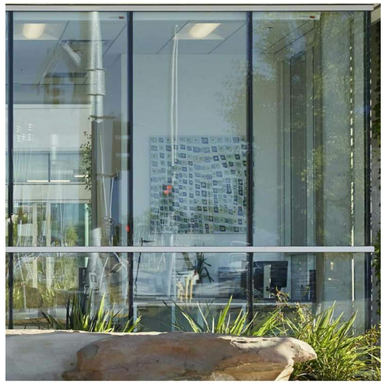
Date	04/18/2024
Project No.	21620



1 - Textured Concrete with Vine Cover



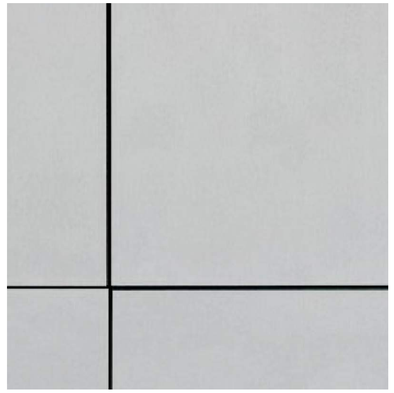
2 - Vertical Wood Siding



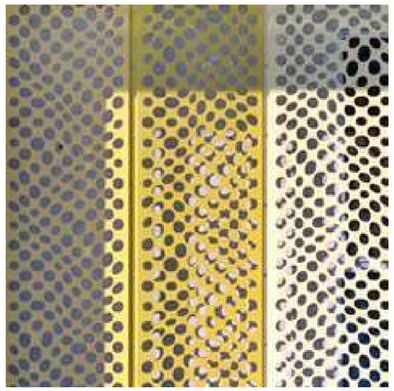
3 - Storefront System



4 - Cement Board (Dark)



5 - Cement Board (Light)



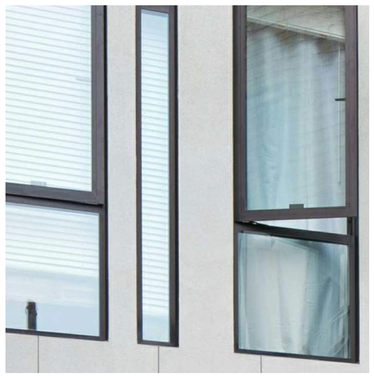
6 - Perforated Metal Screen (Painted)



7 - GFRC



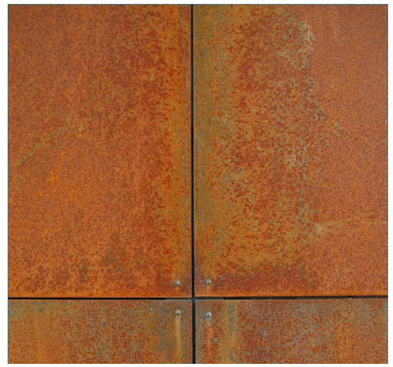
8 - Thin Brick



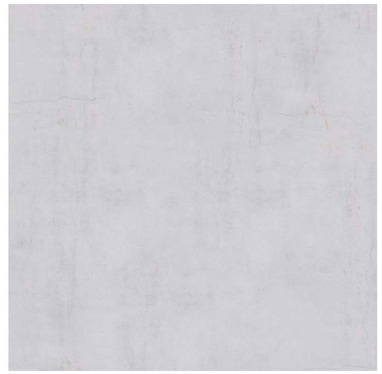
9 - Aluminum Windows



10 - Balconies with Perforated Metal Guardrails



11 - Corten Steel Panels



12 - Smooth Concrete

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PREVIOUSLY SUBMITTED SHEET NO CHANGE

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Issuances

Description	Date
Entitlements Update	1/8/2024

Revisions

Rev.	Description	Date

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Entitlements - January 2024

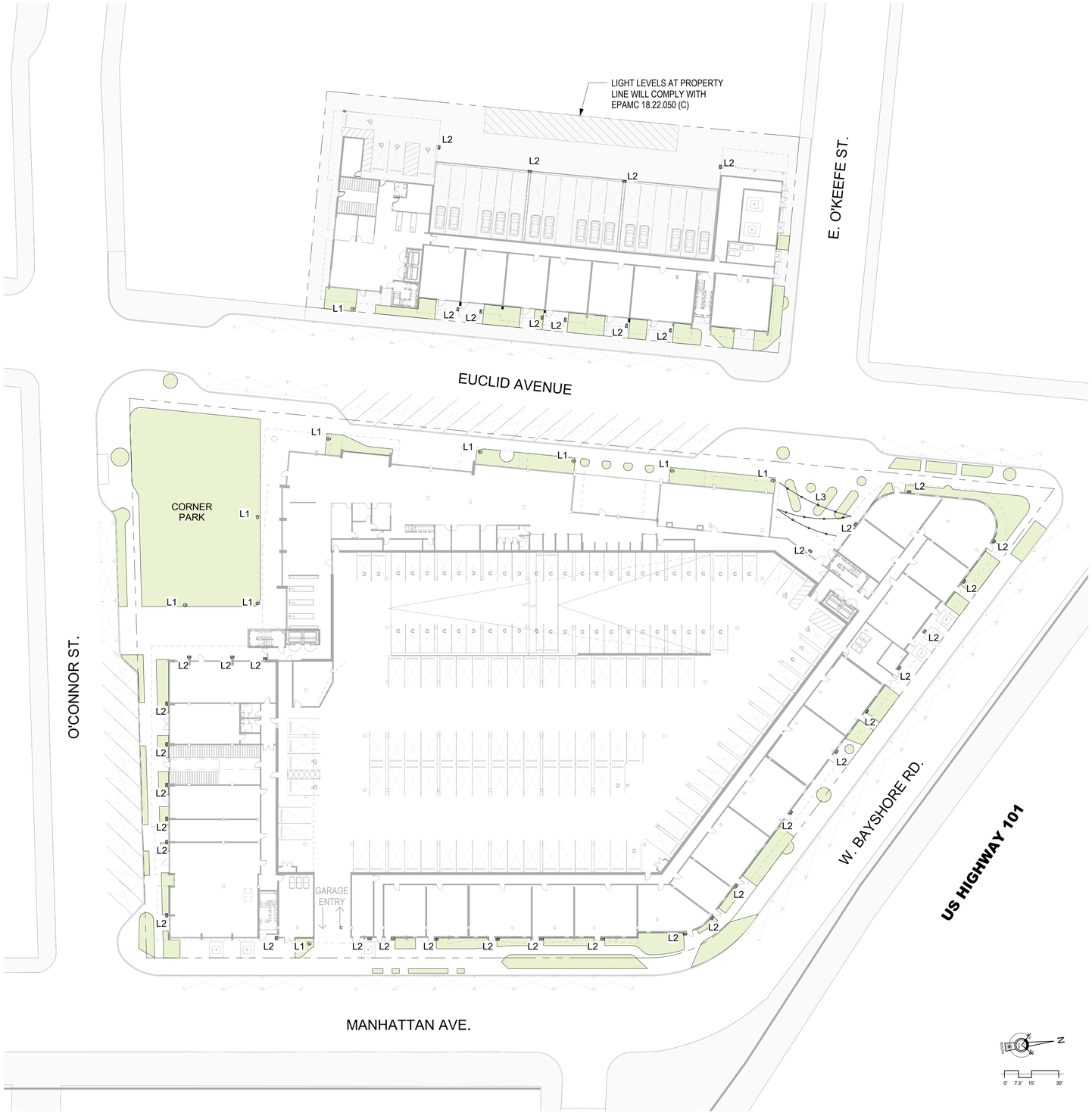
Drawing Title

EXTERIOR MATERIALS

Sheet No.

A303

Date	12-08-2023
Project No.	21620





L1 DECORATIVE BOLLARD LIGHT



L2 WALL MOUNTED DOWN LIGHT



L3 HANGING STRING "FESTOON-STYLE" LIGHTS

NOTES:
1. OUTDOOR LIGHTING WILL COMPLY WITH EPAMC 18.22.050
2. OUTDOOR LIGHTING LEVELS WILL COMPLY WITH EPAMC 18.22.050 (C)
3. OUTDOOR LIGHTING WILL BE DESIGNED TO MINIMIZE ADVERSIE IMPACTS ON ADJACENT PROPERTIES AND TO NOT PRODUCE GLARE ONTO ADJACENT PROPERTIES OR ROADWAYS.
4. PARKING AREA LIGHT FIXTURES AND LIGHT FIXTURES ON STRUCTURES SHALL BE FULL CUT-OFF FIXTURES

Woodland Park Euclid Improvements

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Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

Set Title

Design Update - April 2024

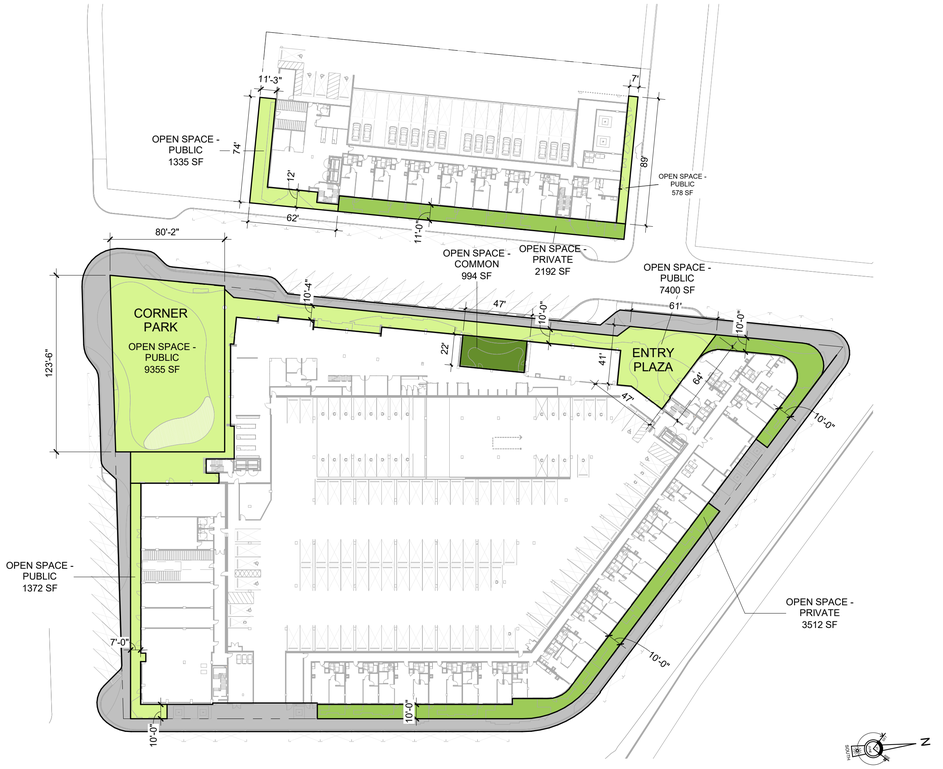
Drawing Title

CONCEPTUAL LIGHTING PLAN

Sheet No.

A-511

Date	04/18/2024
Project No.	21620



1 LEVEL 1 PLAN - OPEN SPACE DIAGRAM
1" = 50'-0"



2 LEVEL 3 PLAN - OPEN SPACE DIGRAM
1" = 50'-0"

EAST PALO ALTO DEVELOPMENT CODE 18.08.010:

Common Open Space. The land area within a residential or nonresidential development not individually owned or dedicated for public use and designed, intended, and reserved exclusively for the shared enjoyment or use by all the residents and their guests. Does not include enclosed spaces/facilities (e.g., community center, meeting rooms, etc.)

Private Open Space. An outdoor or unenclosed area directly adjoining and accessible to a dwelling unit, reserved for the exclusive private enjoyment and use of residents of the dwelling unit and their guests (e.g., balcony, deck, porch, terrace, etc.). Boundaries are evident through the use of fences, gates, hedges, walls, or other similar methods of controlling access and maintaining privacy.

Publicly Accessible / Usable Open Space. An outdoor or unenclosed area within a residential development on the ground, or on a roof, balcony, deck, porch or terrace, designed and accessible for outdoor living, active or passive recreation, pedestrian access, or landscaping. Parking facilities, driveways,utility or service areas and submerged land do not constitute usable open space.

OPEN SPACE - PROVIDED

WEST PARCEL (BUILDING A)

COMMON:

Level 3	OPEN SPACE - COMMON	2,083 SF
Level 8	OPEN SPACE - COMMON	2,234 SF
		4,317 SF

PRIVATE:

(BALCONIES)

Level 1	OPEN SPACE - PRIVATE	1	2,192 SF
Level 3	OPEN SPACE - PRIVATE	7	1,636 SF
Level 4	OPEN SPACE - PRIVATE	11	509 SF
Level 5	OPEN SPACE - PRIVATE	12	559 SF
Level 6	OPEN SPACE - PRIVATE	9	432 SF
Level 7	OPEN SPACE - PRIVATE	9	433 SF
Level 8	OPEN SPACE - PRIVATE	6	288 SF
		55	6,050 SF

WEST PARCEL GRAND TOTAL 10,367 SF

USABLE / PUBLIC:

Level 1	OPEN SPACE - PUBLIC	1,913 SF
		1,913 SF

EAST PARCEL (BUILDING B)

COMMON:

Level 1	OPEN SPACE - COMMON	994 SF
Level 3	OPEN SPACE - COMMON	6,352 SF
Level 4	OPEN SPACE - COMMON	17,018 SF
Level 8	OPEN SPACE - COMMON	3,251 SF
		27,615 SF

PRIVATE:

(BALCONIES)

Level 1	OPEN SPACE - PRIVATE	2	5,130 SF
Level 3	OPEN SPACE - PRIVATE	14	3,137 SF
Level 4	OPEN SPACE - PRIVATE	49	2,975 SF
Level 5	OPEN SPACE - PRIVATE	40	2,071 SF
Level 6	OPEN SPACE - PRIVATE	34	1,782 SF
Level 7	OPEN SPACE - PRIVATE	40	2,071 SF
Level 8	OPEN SPACE - PRIVATE	31	1,638 SF
		210	18,804 SF

EAST PARCEL GRAND TOTAL 46,419 SF

USABLE / PUBLIC:

Level 1	OPEN SPACE - PUBLIC	18,211 SF
		18,211 SF

PROJECT TOTAL:

TOTAL OPEN SPACE PROVIDED: 10,367 SF + 46,419 SF = **56,786 SF TOTAL (103 SF PER UNIT)**

Woodland Park Euclid Improvements

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Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

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Design Update - April 2024

Drawing Title

OPEN SPACE DIAGRAMS

Sheet No.

A-500

Date 04/18/2024
Project No. 21620



1 LEVEL 4 PLAN - OPEN SPACE DIAGRAM
1" = 50'-0"



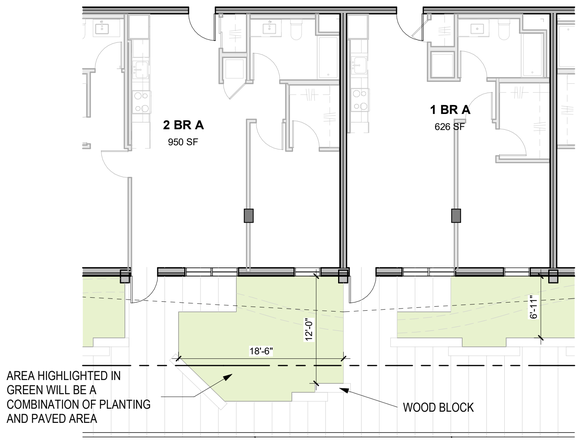
2 LEVEL 8 PLAN - OPEN SPACE DIAGRAM
1" = 50'-0"



PRECEDENT IMAGE OF PLANTING SEPARATION



PRECEDENT IMAGE OF WOOD BLOCK SEPARATION



3 GROUND FLOOR PATIO CONCEPT
1/8" = 1'-0"

CONCEPTUAL DESIGN OF PRIVATE PATIO AREAS ALONG EUCLID, BAYSHORE AND MANHATTAN GROUND FLOOR UNITS.

ALL DESIGNATED UNIT PATIOS ARE A MINIMUM OF 6' IN DEPTH AND ARE UNENCLOSED AREAS DIRECTLY ADJOINING THE DWELLING UNIT. THE PATIOS PROVIDE OUTDOOR GATHERING/PLANTING/SEATING SPACE TO THE RESIDENTS. PLANTING, WOOD BLOCKS, CURBS AND MATERIAL CHANGES ARE EXAMPLES OF WHAT WILL BE USED TO CREATE THE BOUNDARY BETWEEN THE PUBLIC SIDEWALK AND THE OUTDOOR, UNENCLOSED AREA DIRECTLY ADJOINING THE DWELLING UNIT.

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Issuances

Description	Date
Entitlements Update	2/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

Set Title

Design Update - April 2024

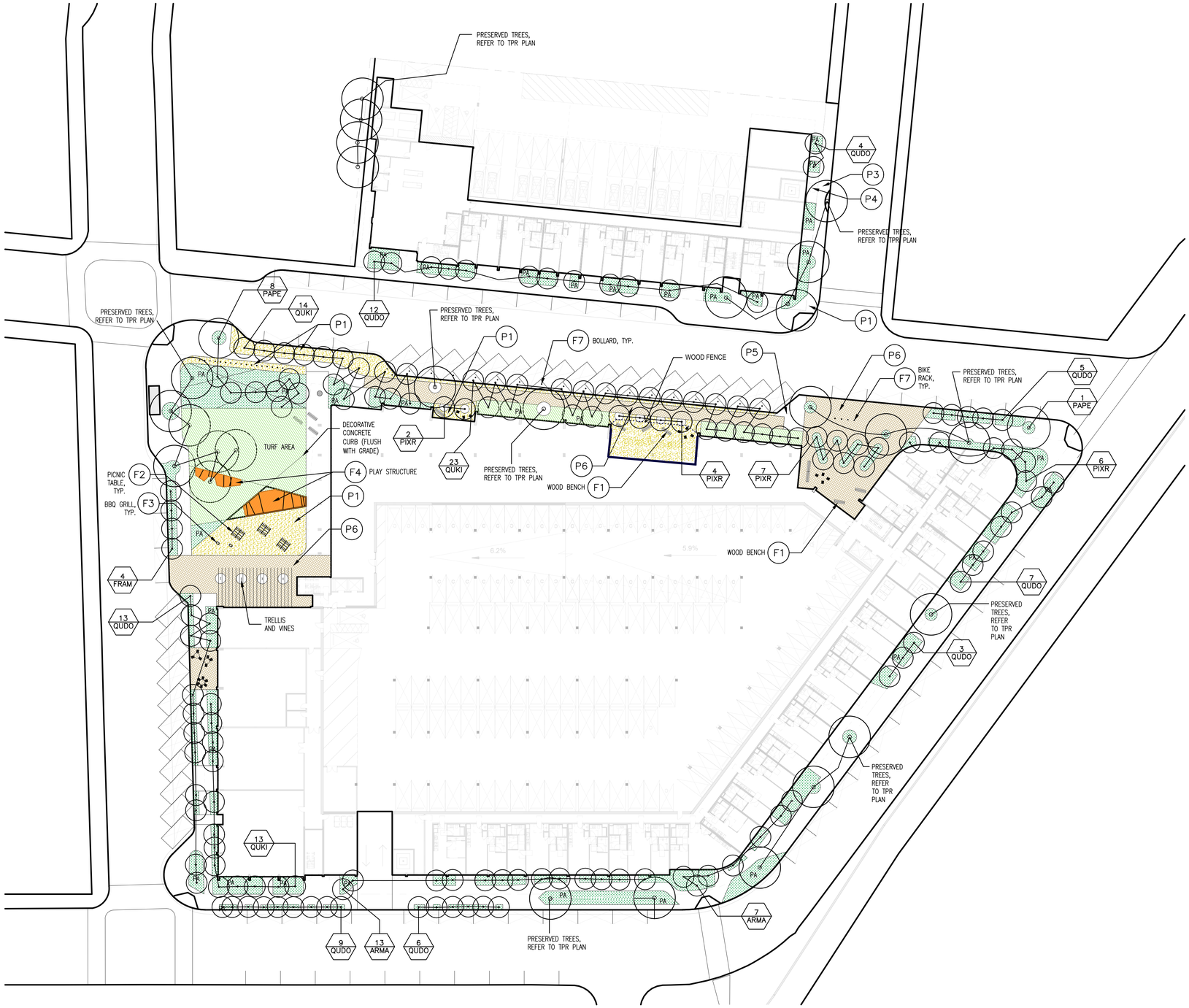
Drawing Title

OPEN SPACE DIAGRAMS

Sheet No.

A-502

Date 04/18/2024
Project No. 21620



1 LANDSCAPE PLAN
SCALE: 1/30"=1'-0"

LEGEND:

PAVING

KEY	SYMBOL	DESCRIPTION / LOCATION
P1		DECOMPOSED GRANITE
P2		GRAVEL
P3		CIP CONCRETE
P4		ASPHALT BLOCK PAVER
P5		CIP COLORED CONCRETE
P6		STONE PAVERS

FURNISHINGS

KEY	SYMBOL	DESCRIPTION / LOCATION
F1		WOOD BENCH
F2		PICNIC TABLE
F3		BBQ GRILL
F4		CUSTOM PLAY AND SEATING STRUCTURE
F5		CURVED CONCRETE BENCH
F6		GARDEN BED
F7	o	BIKE RACK / BOLLARD

LIGHT FIXTURES

KEY	SYMBOL	DESCRIPTION / LOCATION

PLANT LIST

TREES

KEY	COMMON NAME
FRAM	WHITE ASH
ARMA	MARINA STRAWBERRY TREE
QUDO	BLUE OAK
PIXR	RED PUSH PISTACHE
QUKI	KINDRED SPIRIT OAK
PAPE	IRONWOOD

PA PLANTING AREA

Woodland Park Euclid Improvements

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Issuances

Description	Date

Revisions

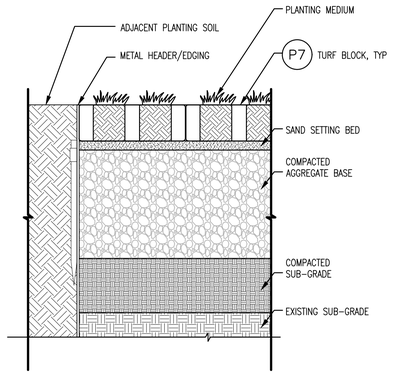
Rev.	Description	Date

Set Title
Entitlements Application

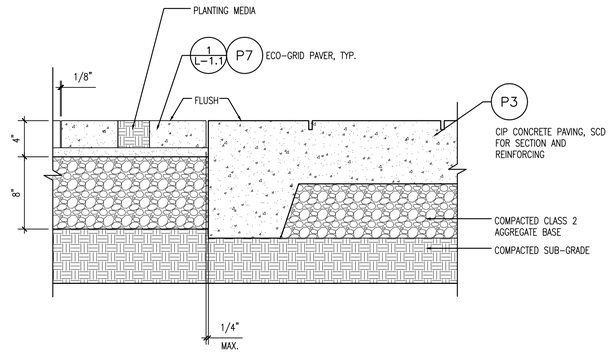
Drawing Title
Landscape Site Plan

Sheet No.
L-1.0

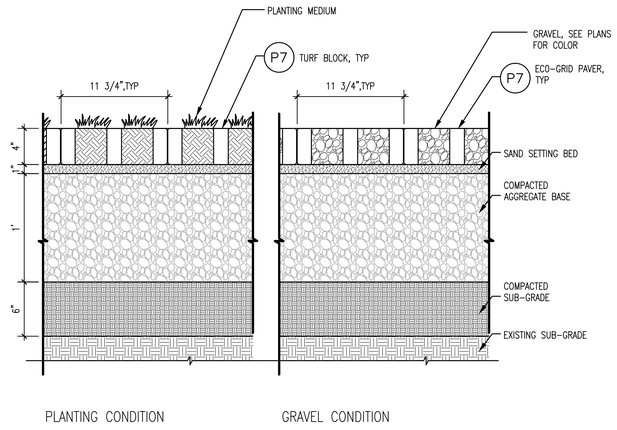
Date 27 February, 2024
Project No. 21620



5 P7 – ECO-GRID PAVER AT PLANTING
SCALE: 1-1/2" = 1' - 0"



4 P7 – ECO-GRID PAVER AT CONCRETE PAVING
SCALE: 1-1/2" = 1' - 0"



3 P7 – ECO-GRID PAVER, TYPICAL
SCALE: 1-1/2" = 1' - 0"

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Description	Date

Revisions

Rev.	Description	Date

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Design Update - February 2024

Drawing Title

Landscape Details

Sheet No.

L-1.1

Date	27 February, 2024
Project No.	21620

GENERAL NOTES

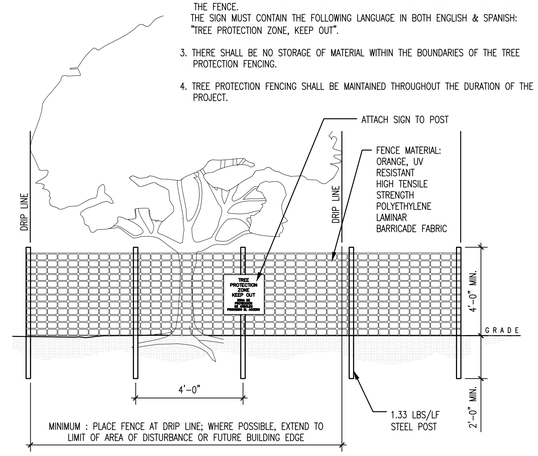
1. ALL TREE REMOVAL WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE LOCAL CODES AND ORDINANCES.
2. ALL ADDITIONAL REQUIREMENTS FOR TREE PROTECTION AND MITIGATION AS REQUIRED BY THE CITY ARBORIST AND THE PROJECT ARBORIST SHALL BE FOLLOWED. REFERENCE CITY PROJECT ARBORIST NOTES
3. CONTRACTOR SHALL VISIT THE SITE WITH OWNER'S REPRESENTATIVES PRIOR TO BEGINNING ANY WORK. VERIFY ALL TREES, SHRUBS & VEGETATION WITHIN THE LIMITS OF WORK TO BE REMOVED AND ALL TREES & PLANTS TO REMAIN AND TO BE PROTECTED.
4. ALL TREES AND PLANTS DESIGNATED TO REMAIN SHALL BE PROTECTED FROM PHYSICAL DAMAGE AND MAINTAINED THROUGHOUT THE DURATION OF THE CONTRACT. THOSE TREES AND PLANTS INDICATED TO BE REMOVED SHALL BE COMPLETELY REMOVED, INCLUDING THE ROOTS, AND DISPOSED OF OFF-SITE. BACKFILL EXCAVATED AREAS TO RESTORE TO EXISTING GRADE.
5. PROTECTIVE FENCING: TEMPORARY FENCES OR BARRICADES SHALL BE INSTALLED AS SHOWN ON THE DRAWINGS OR AS DIRECTED IN THE FIELD BY THE PROJECT ARBORIST OR THE OWNER'S REPRESENTATIVE. FENCING SHALL BE A MINIMUM OF SIX (6) FOOT HEIGHT, CHAIN LINK. MAINTAIN FENCING IN CONTINUOUS, STABLE AND UPRIGHT CONDITION AT ALL TIMES.
6. CONTRACTOR SHALL REMOVE FROM THE SITE ALL DEBRIS AND UNSUITABLE MATERIAL GENERATED FROM CONSTRUCTION AND DISPOSE OF IN A LAWFUL MANNER.

TREE PROTECTION NOTES

1. PROTECTION OF EXISTING VEGETATION SHALL COMPLY WITH REQUIREMENTS UNDER SPECIFICATION SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION.
2. PRIOR TO COMMENCING WORK, A TREE PROTECTION ZONE (TPZ) AREA SHALL BE DESIGNATED AND ESTABLISHED TO IDENTIFY THOSE AREA(S) THAT ARE NOT SPECIFICALLY DESIGNATED FOR REMOVAL OR DEMOLITION AND REQUIRE MANDATORY PROTECTION MEASURES. AREAS MAY INCLUDE THE BOUNDARY DELINEATED IN THE CONTRACT DRAWINGS AS THE DESIGNATED LIMITS OF WORK, ADJOINING AREAS THAT ARE IN CLOSE VICINITY (BY MEASUREMENT CALCULATION OF TREE DRIP LINE OR CANOPY SPREAD), VEHICULAR ACCESS AREAS LEADING TO THE CONSTRUCTION ZONE, LAY DOWN AREAS, OR OTHER AREAS IMPACTED BY CONSTRUCTION ACTIVITIES. TPZ AREA SHALL BE CONFIRMED BY THE OWNER'S AUTHORIZED REPRESENTATIVE, GOVERNING AGENCY REPRESENTATIVE, OR LANDSCAPE ARCHITECT.
3. CONTRACTOR SHALL BE FAMILIAR WITH THE GENERAL CONDITIONS OF THE CONTRACT FOR ANY DAMAGE TO LANDSCAPING OR OTHER AMENITIES THAT OCCUR WITHIN A TPZ AREA.
4. AVOID EXCAVATION WITHIN A DESIGNATED TPZ AREA. ANY ROOT CUTTING NECESSARY AS A RESULT OF EXCAVATION WITHIN A DESIGNATED TPZ AREA SHALL BE CONFIRMED IN ADVANCE WITH THE OWNER'S AUTHORIZED REPRESENTATIVE, GOVERNING AGENCY REPRESENTATIVE, OR LANDSCAPE ARCHITECT. EXCAVATION SHALL BE PERFORMED BY HAND, AND ROOT CUTTING SHALL BE MONITORED ACCORDINGLY BY A CERTIFIED ARBORIST. IF CONFIRMED, ALL NECESSARY ROOT PRUNING SHALL CONFORM TO ANSI A300 PRUNING STANDARDS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MITIGATING CONSTRUCTION RELATED DUST ACCUMULATION ON ALL PROTECTED PLANT MATERIALS. APPLY WATER IN ADEQUATE QUANTITY AND VOLUME TO SPRAY DOWN TRUNKS, BRANCHES, AND FOLIAGE TO REMOVE DUST TO A HEIGHT OF THIRTY FEET (30'). APPLICATION SHALL OCCUR AT MONTHY INTERVALS FROM APRIL THROUGH NOVEMBER.
6. CONTRACTOR SHALL ADHERE TO REQUIREMENTS (INCLUDING BUT NOT LIMITED TO) FOR THE FOLLOWING WITHIN A TPZ AREA:
   - NO STOCKPILING OR STORAGE OF MATERIALS, DEBRIS, REFUGE, SPOILS, OR SOIL.
   - NO STORAGE OF CONSTRUCTION TOOLS, EQUIPMENT, OR MACHINERY.
   - NO ACCESS OR PARKING BY VEHICLES, OR ACCESS BY CONSTRUCTION PERSONNEL.
   - NO SOIL DISTURBANCE, INCLUDING EXCAVATION, COMPACTION, OR GRADE CHANGES.
   - NO CUTTING, BREAKING, OR SHINNING OF ROOTS CAUSED BY TRENCHING, DIGGING, OR OTHER EXCAVATION WITHOUT PRIOR CONFIRMATION AND ACCEPTANCE.
   - NO ATTACHMENTS OR ANCHORAGES OF ANY KIND TO TREE TRUNKS, BRANCHES, OR FOLIAGE, INCLUDING USE AS SUPPORT FOR FENCING, SIGNAGE, POWER, ETC., GUY WIRING, ROPES, OR SIMILAR FUNCTIONS.
   - NO DUMPING OF POISONOUS OR TOXIC MATERIALS, INCLUDING PAINT, PETROLEUM PRODUCTS, CHEMICALS, DIRTY OR NON-POTABLE WATER, OR OTHER DELETERIOUS MATERIALS.
   - NO EXCESSIVE HEAT OR WATER FROM EQUIPMENT.
   - MAINTAIN TPZ AREA IN A PEST, DISEASE, AND WEED-FREE CONDITION.
7. CONDITIONAL TO COMMENCING WORK, INSTALL PROTECTIVE BARRICADE FENCING AT THE PERIMETER TPZ AREA(S) TO SAFEGUARD VEGETATION. REFER TO SPECIFICATION SECTION 015639 - TEMPORARY TREE & PLANT PROTECTION, FOR REQUIREMENTS OF FENCING MATERIALS (POSTS/STAKES AND FABRIC MESH), AND ASSOCIATED ATTACHED SIGNAGE. BARRICADE FENCING SHALL BE INSTALLED AND CONTINUOUSLY MAINTAINED IN A FIRM, TAUGHT, AND UPRIGHT CONDITION THROUGHOUT THE DURATION OF THE CONTRACT.
8. NO WORK SHALL BE PERMITTED WITHIN A DESIGNATED TPZ AREA WITHOUT FIRST OBTAINING CONSENT, IN WRITING, FROM THE OWNER'S AUTHORIZED REPRESENTATIVE, GOVERNING AGENCY REPRESENTATIVE, OR LANDSCAPE ARCHITECT. ANY WORK AUTHORIZED WITHIN A DESIGNATED TPZ AREA MUST BE DONE IN ACCORDANCE AND UNDER OBSERVATION BY A MONITORING CERTIFIED ARBORIST.
9. ENGAGEMENT OF A CONSULTING CERTIFIED ARBORIST, AS REQUIRED, SHALL BE THE RESPONSIBILTY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE CONTRACT BID.
10. EXISTING IRRIGATION SYSTEM, AS APPLICABLE, SHALL BE KEPT IN FUNCTIONAL WORKING OPERATION TO PROVIDE NECESSARY WATER TO ALL PLANTS WITHIN A DESIGNATED TPZ AREA. WHERE CONDITIONS REQUIRE THE NEED TO TEMPORARILY SHUTDOWN AN EXISTING IRRIGATION SYSTEM, CONTRACTOR SHALL PROVIDE FOR HAND-WATERING TO ALL IMPACTED PLANTS. APPLY FRESH, POTABLE WATER AT REGULAR INTERVALS AND IN SUFFICIENT QUANTITY AND APPLICATION RATE TO MAINTAIN HEALTH AND VIGOR OF PROTECTED PLANT MATERIAL THROUGHOUT THE DURATION OF THE CONTRACT. TREES SHALL BE IRRIGATED DEEPLY AND AT A FREQUENCY SO THAT ADEQUATE SOIL MOISTURE IS DETECTED WITH A SOIL PROBE AT A MINIMUM EIGHTEEN INCH (18") DEPTH.
11. CONDITIONAL TO RECEIVING FINAL ACCEPTANCE, CONTRACTOR SHALL REMOVE ALL TPZ AREA MATERIALS THAT WERE INSTALLED DURING THE CONSTRUCTION PERIOD.
12. FAILURE BY THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS SPECIFIED FOR TREE AND PLANT PROTECTION WITHIN A DESIGNATED TPZ AREA MAY RESULT IN THE SUSPENSION OF CONSTRUCTION ACTIVITIES AS NOTIFIED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. ASSOCIATED COSTS INCURRED DUE TO CONSTRUCTION DELAYS FOR NON-COMPLIANCE SHALL BE BORNE BY THE CONTRACTOR.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR FULL AND ADEQUATE COMPENSATION TO OWNER FROM CONTRACTOR'S NON-COMPLIANCE IN FAILING TO ADEQUIATELY PROTECT OR FROM RESULTING CONSEQUENTIAL DAMAGE TO PLANTS WITHIN A DESIGNATED TPZ AREA. DIMINISHED VALUE OR COSTS TO REMOVE AND REPLACE TREES OR PLANTS IN KIND THAT HAVE BEEN IMPAIRED THROUGH CONSTRUCTION ACTIVITY SHALL BE COMPENSATED TO THE OWNER, AS DETERMINED BY THIRD PARTY REVIEW. CHOICE OF RECEIVING EITHER MONETARY COMPENSATION OR DIRECTING REMOVAL AND REPLACEMENT IN KIND SHALL BE MADE BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

3 TREE PROTECTION AND REMOVALS NOTES

NOTES:
1. ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING, AS ILLUSTRATED.
2. INSTALL TREE PROTECTION FENCE AT TREE DRIP LINE OR AT EDGE OF DISTURBED AREA PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. SPACE TREE PROTECTION ZONE SIGNS A MINIMUM OF ONE EVERY 300 FEET. THE SIZE OF EACH SIGN MUST BE A MINIMUM OF 2' x 2' AND BE VISIBLE FROM BOTH SIDES OF THE FENCE.
   THE SIGN MUST CONTAIN THE FOLLOWING LANGUAGE IN BOTH ENGLISH & SPANISH: "TREE PROTECTION ZONE, KEEP OUT".
3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
4. TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.



2 TREE PROTECTION FENCE
SCALE: 3/4"=1'-0"

CONDITION		SITE TREES			REPLACEMENT TREES			
	NAME	SPECIES	TRUNK DIAMETER (IN)	PRESERVED (Y/N)	PROTECTED TREE TO BE REMOVED	NEW SPECIES	SIZE	QTY
	860	OLEANDER	9	N	860	KINDRED SPIRIT OAK	24" BOX	1
	861	OLEANDER	8	N	861	KINDRED SPIRIT OAK	24" BOX	1
	863	OLEANDER	7	N/A				
3	870	CALIFORNIA BLACK WALNUT	14	N	870	KINDRED SPIRIT OAK	24" BOX	1
	871	DEODAR CEDAR	36	Y				
	872	ENGLISH WALNUT	8	Y				
	873	BOXELDER	8	Y				
	874	DEODAR CEDAR	40	Y				
	875	AVOCADO	14	Y				
	876	JAPANESE MAPLE	9, 6, 5	N	876	KINDRED SPIRIT OAK	24" BOX	1
4	877	JAPANESE MAPLE	7, 4, 4, 4, 4, 4, 4	N	877	BLUE OAK	24" BOX	1
	878	COAST REDWOOD	35	Y				
4	879	SAUCER MAGNOLIA	15, 10	N	879	BLUE OAK	24" BOX	1
	880	ORANGE	14	N	880	KINDRED SPIRIT OAK	24" BOX	1
	881	AVOCADO	26	N	881	BLUE OAK	24" BOX	1
3	882	BLACKWOOD ACACIA	21	N	882	BLUE OAK	24" BOX	1
3	883	BLACKWOOD ACACIA	16	N	883	BLUE OAK	24" BOX	1
1	885	GLOSSY PRIVET	15	N	885	BLUE OAK	24" BOX	1
1	886	AUSTRALIAN BUSH CHERRY	7, 6, 5, 5	N	886	BLUE OAK	24" BOX	1
	887	AUSTRALIAN BUSH CHERRY	14	N	887	BLUE OAK	24" BOX	2
3	888	AUSTRALIAN BUSH CHERRY	14	N	888	BLUE OAK	24" BOX	2
	890	AUSTRALIAN BUSH CHERRY	7	N	890	BLUE OAK	24" BOX	1
	891	WEEPING BOTTLE BRUSH	14, 6	N	891	BLUE OAK	24" BOX	2
	896	ENGLISH WALNUT	17	N	896	BLUE OAK	24" BOX	2
	897	ORANGE	7	Y				
0	899	CHERRY	13	N	899	KINDRED SPIRIT OAK	24" BOX	2
3	900	ENGLISH WALNUT	17	N	900	KINDRED SPIRIT OAK	24" BOX	2
4	901	ORANGE	7	N/A				
	902	CHINESE ELM	24	N	902	BLUE OAK	24" BOX	2
	903	CHINESE ELM	26	N	903	BLUE OAK	24" BOX	2
	904	MONTERREY PINE	34	N	904	BLUE OAK	24" BOX	2
3	905	RAYWOOD ASH	7	N	905	BLUE OAK	24" BOX	1
	907	RAYWOOD ASH	10, 12	N	907	BLUE OAK	24" BOX	2
	908	RAYWOOD ASH	11	N	908	BLUE OAK	24" BOX	2
	910	RAYWOOD ASH	9	N	910	BLUE OAK	24" BOX	2
	911	RAYWOOD ASH	10	N	911	BLUE OAK	24" BOX	2
BLOCK B 2	912	PLUM	30	N	912	KINDRED SPIRIT OAK	24" BOX	2
BLOCK B 1	913	BOXELDER	20	N	913	KINDRED SPIRIT OAK	24" BOX	2
	914	BOXELDER	20	Y				
3								
	916	TULIP TREE	24	Y				
	917	COAST LIVE OAK	17	N	917	BLUE OAK	24" BOX	2
	920	ITALIAN CYPRESS	14	Y				
3	921	ITALIAN CYPRESS	11	Y				
	922	ITALIAN CYPRESS	12	Y				
	923	PLUM	12, 8	Y				
BLOCK A 2	924	APPLE	15	N	924	KINDRED SPIRIT OAK	24" BOX	2
	926	PLUM	13	N	926	KINDRED SPIRIT OAK	24" BOX	2
	928	CABBAGE PALM	11, 9	N	928	BLUE OAK	24" BOX	2
3	929	RIVER RED GUM	32	N	929	BLUE OAK	24" BOX	2
	931	SILVER DOLLAR GUM	21	N	931	BLUE OAK	24" BOX	2
	932	RIVER RED GUM	36	N	932	BLUE OAK	24" BOX	2
	937	RIVER RED GUM	24	N	937	BLUE OAK	24" BOX	2
4	938	CABBAGE PALM	50	N	938	BLUE OAK	24" BOX	2
3	939	SOUTHERN MAGNOLIA	30	N	939	BLUE OAK	24" BOX	2
3	940	COAST LIVE OAK	27	N	940	BLUE OAK	24" BOX	2
4	941	COAST LIVE OAK	26	Y				
3	942	SOUTHERN MAGNOLIA	26	Y				
4	943	SOUTHERN MAGNOLIA	23	N	943	BLUE OAK	24" BOX	2
3	944	COAST REDWOOD	30	Y				
3	947	VICTORIAN BOX	17, 15	N	947	KINDRED SPIRIT OAK	24" BOX	2
2	948	PLUM	15	N	948	KINDRED SPIRIT OAK	24" BOX	2
	TOTAL PROTECTED TREES REMOVED			43	TOTAL TREES REQUIRED REPLACED			43
					TOTAL TREES PLANTED FOR REPLACEMENT			72

*REPLACEMENT TREES WILL BE BLUE OAK, KINDERED SPIRIT OAK OR ANOTHER APPROPRIATE APPOVED NATIVE TREE. MINIMUM 24" BOX SIZE.

1 PROTECTED TREE AND REPLACEMENT TREE LISTS

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Issuances

Description	Date

Revisions

Rev.	Description	Date

Set Title
Design Update - February 2024

Drawing Title
Tree Protection and Removals LIst and Notes

Sheet No.
T-0.1

Date 27 February, 2024
Project No. 21620



1 TREE PROTECTION AND REMOVALS (TPR) PLAN
SCALE: 1" = 30'

LEGEND:

#000 PROTECTED TREE TO BE PRESERVED

#000 PROTECTED TREE TO BE REMOVED

#000 ADDITIONAL PROTECTED TREE TO BE REMOVED

NEW REPLACEMENT TREE

0 XXXX TREE QUANTITY IN AREA

TREE SPECIES KEY, REFER TO PLANT LIST FOR TREE SPECIES

NOTES:

1. FOR LANDSCAPE MATERIALS, REFER TO SITE PLAN.
2. FOR FULL PLANT LIST, REFER TO LANDSCAPE SCHEDULES.
3. FOR TREE PRESERVATION LIST, REFER TO TREE PROTECTION AND REMOVALS LIST.

PLANT LIST

TREES

KEY	COMMON NAME
FRAM	WHITE ASH
ARMA	MARINA STRAWBERRY TREE
QUDO	BLUE OAK
PIXR	RED PUSH PISTACHE
QUKI	KINDRED SPIRIT OAK
PAPE	IRONWOOD

*REPLACEMENT TREES WILL BE BLUE OAK, KINDERED SPIRIT OAK OR ANOTHER APPROPRIATE APPOVED NATIVE TREE. MINIMUM 24" BOX SIZE.

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Entitlements Application

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Tree Protection & Removal Plan

Sheet No.
T-1.1

Date 27 February, 2024
Project No. 21620



LEGEND:

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT
- (E)WATER LINE
- (E)SANITARY SEWER LINE
- (E)STORM DRAIN LINE
- (E)CATCH BASIN
- (E)FIRE HYDRANT
- (E)MANHOLE

ABBREVIATIONS:

(B)	BOUNDARY
(E)	EXISTING
(T)	TOTAL
TYP	TYPICAL
CB	CATCH BASIN
FH, HYD	FIRE HYDRANT
MH	MANHOLE
MISC	MISCELLANEOUS
W	WATER
SS	SANITARY SEWER

BASIS OF BEARING:

THE BEARING NORTH 88°27'00" EAST OF THE NORTHERLY LINE OF WEEKS STREET AS SAID BEARING IS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED FOR RECORD ON SEPTEMBER 6, 1995 IN BOOK 16 OF L.L.S. MAPS AT PAGE 25, RECORDS OF SAN MATEO COUNTY, WAS HELD AS THE BASIS OF BEARINGS OF THIS SURVEY.

BENCHMARK:

CITY OF EAST PALO ALTO BENCHMARK: BM-5

DRIVEN STAINLESS STEEL ROD IN SLEEVE MONUMENT IN GRADE BOX (MARKED SURVEY MONUMENT EPA BM) IN LANDSCAPING AT SOUTH EDGE OF NEWBRIDGE STREET SIDEWALK NEAR INTERSECTION WITH BAY ROAD AND 100' WESTERLY OF BUS STOP.

ELEVATION = 16.81 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

NOTES:

1. EXISTING CONDITIONS OBTAINED FROM AERIAL SURVEY DATED 11/09/2016.
2. FEMA FLOOD HAZARD INFORMATION: FLOOD ZONE X, AREAS OF MINIMAL FLOOD HAZARD, PER MAP NUMBER 06081C0309F, PANEL 309 OF 510, DATED APRIL 5, 2019.
3. PROPERTY LINES ARE SHOWN FOR REFERENCE AND ARE NOT RESOLVED.
4. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.
5. SEE LANDSCAPING TREE DISPOSITION PLAN FOR ALL EXISTING TREES TO BE REMOVED OR TO REMAIN.

NORTH

GRAPHIC SCALE 1"=30'

30 0 30 60

DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C1-EI-EXCON.dwg
PLOT DATE: 04-18-24 PLOTTED BY: hers

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Design Update - April 2024

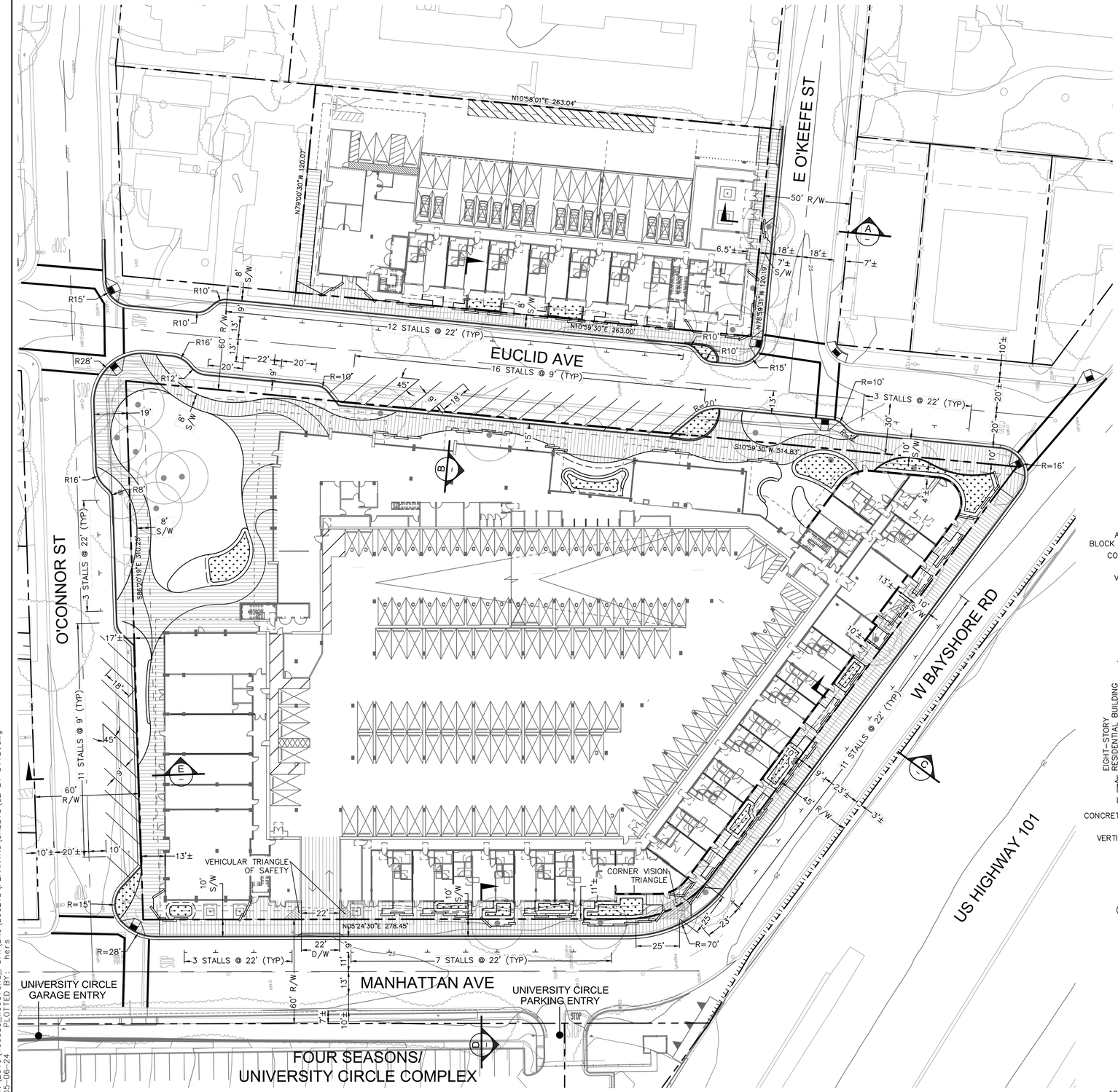
Drawing Title

EXISTING CONDITIONS AND DEMOLITION PLAN

Sheet No.

C1.0

Date	04/19/2024
Project No.	20166089-20

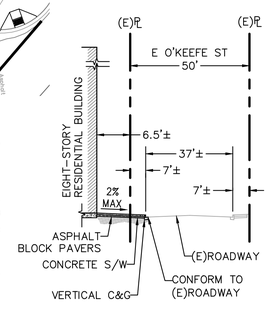


ABBREVIATIONS:

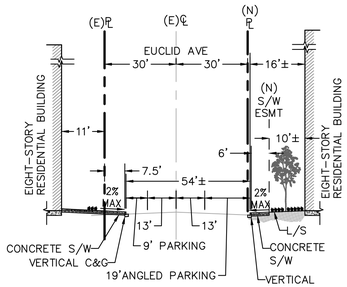
C&G	CURB AND GUTTER
D/W	DRIVEWAY
E	EAST
(E)	EXISTING
L/S	LANDSCAPING
NTS	NOT TO SCALE
PL	PROPERTY LINE
R/W	RIGHT OF WAY
SLP	SEE LANDSCAPE PLANS
S/W	SIDEWALK
W	WEST

LEGEND:

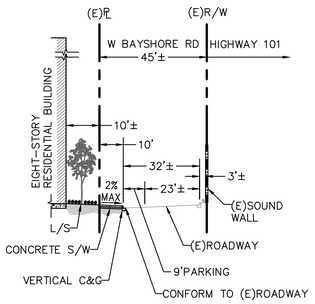
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT
- CONCRETE (SLP)
- PAVERS (SLP)
- BIORETENTION
- GRAVEL (SLP)



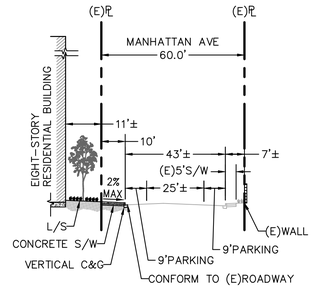
SECTION A
N.T.S.



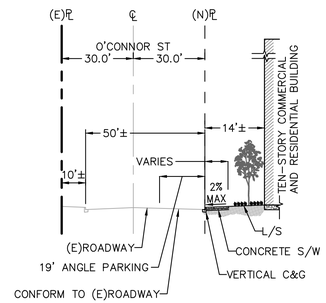
SECTION B
N.T.S.



SECTION C
N.T.S.



SECTION D
N.T.S.



SECTION E
N.T.S.

NORTH

GRAPHIC SCALE 1"=30'

30 0 30 60

DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C2-EI-SITE.dwg
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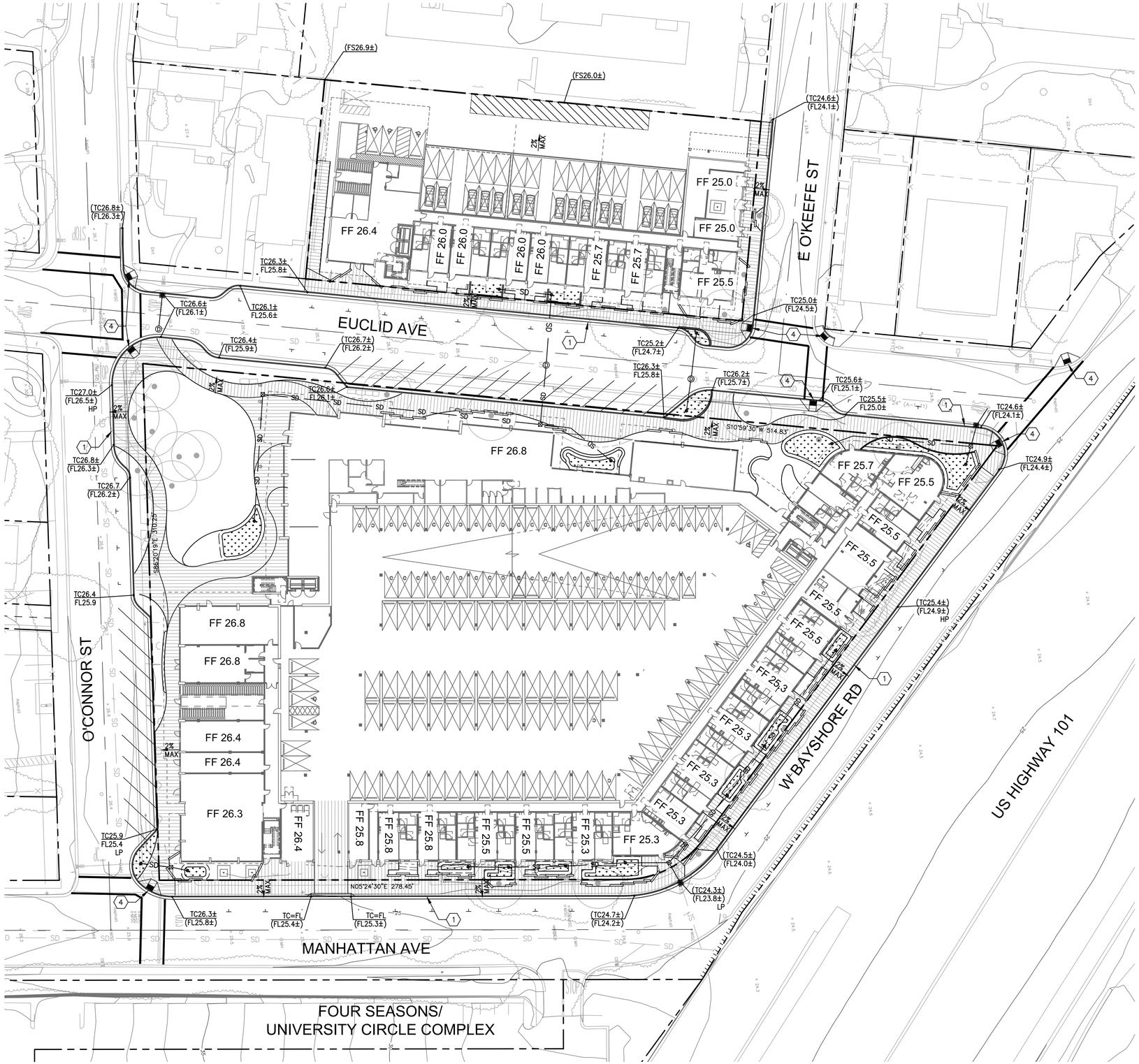
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PRELIMINARY SITE PLAN

Sheet No.

C2.0

Date	04/19/2024
Project No.	20166089-20



LEGEND:

- GRADE BREAK
- SLOPE
- FL26.5 — SPOT ELEVATION
- (FL26.0±) — SPOT ELEVATION, CONFORM TO EXISTING
- SD JUNCTION BOX
- SD OVERFLOW DRAIN
- BIORETENTION AREA
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT

ABBREVIATIONS:

ADA	AMERICANS WITH DISABILITIES ACT
BLDG	BUILDING
BW	BACK OF SIDEWALK
EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOWLINE
FS	FINISHED SURFACE
HP	HIGH POINT
LP	LOW POINT
MA	MATCH
MAX	MAXIMUM
MIN	MINIMUM
PL	PAVEMENT
TC	TOP OF CURB

GRADING NOTES:

1. UNLESS OTHERWISE NOTED, ALL EXTERIOR DOORWAYS AND ACCESSIBLE PATHS OF TRAVEL SHALL BE ADA COMPLIANT.
2. SLOPES ALONG ACCESSIBLE PATHS OF TRAVEL SHALL NOT EXCEED A RUNNING SLOPE OF 1:20 OR A CROSS SLOPE OF 1:48. ACCESSIBLE WALKS AND SIDEWALKS SHALL BE 48" WIDE, MINIMUM. ANY AREAS ON THE SITE NOT CONFORMING TO THESE BASIC RULES DUE TO EXISTING CONDITIONS OR DISCREPANCIES IN THE DOCUMENTS ARE TO BE REPORTED TO THE ENGINEER/ARCHITECT PRIOR TO PROCEEDING WITH PLACEMENT OF BASE ROCK, FORM WORK AND/OR FLATWORK.
3. CONTRACTOR SHALL EXERCISE EXTREME CARE TO CONFORM TO THE LINES, GRADES, SECTIONS AND DIMENSIONS AS SET FORTH ON THESE PLANS. ALL GRADED AREAS SHALL CONFORM TO THE VERTICAL ELEVATIONS SHOWN WITH A TOLERANCE OF ONE-TENTH OF A FOOT. WHERE GRADED AREAS DO NOT CONFORM TO THESE TOLERANCES, THE CONTRACTOR SHALL BE REQUIRED TO PERFORM CORRECTIVE GRADING AT NO EXTRA COST TO THE OWNER.
4. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE GROUND ELEVATIONS AND OVERALL TOPOGRAPHY PRIOR TO THE START OF CONSTRUCTION AS TO THE ACCURACY BETWEEN THE WORK SET FORTH ON THESE PLANS AND THE WORK IN THE FIELD. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER/ARCHITECT IN WRITING PRIOR TO THE START OF CONSTRUCTION WHICH MAY REQUIRE CHANGES IN DESIGN AND/OR AFFECT THE EARTHWORK QUANTITIES.
5. LANDSCAPING DIRECTLY ADJACENT TO THE BUILDING SHALL BE A MINIMUM OF 8" BELOW WOOD FRAMING AND SHEATHING THAT IS NOT NATURALLY DURABLE OR PRESERVATIVE-TREATED.
6. LANDSCAPING DIRECTLY ADJACENT TO THE BUILDING SHALL SLOPE AWAY FROM THE BUILDING WITH A MINIMUM SLOPE OF 5% FOR THE FIRST 10 FEET. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIT 10 FEET OF HORIZONTAL DISTANCE, A 5% SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION. SWALE USED FOR THIS PURPOSE SHALL BE SLOPED A MINIMUM OF 2% WHERE LOCATED WITHIN 10 FEET OF THE BUILDING FOUNDATION.
7. IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2% AWAY FROM THE BUILDING.
8. UNDERGROUND SERVICE ALERT (USA) SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.
9. ANY LAND DISTURBING ACTIVITIES OCCURRING BETWEEN OCTOBER 1ST AND APRIL 30TH ARE RESTRICTED BY THE CITY. A DETAILED EROSION AND SEDIMENT CONTROL PLAN SHALL BE REQUIRED FOR ACTIVITIES OCCURRING DURING THIS PERIOD AND APPROVAL IN WRITING BY THE CITY ENGINEER.
10. GRADING ACTIVITIES AND ASSOCIATED NOISE SHALL BE LIMITED TO WEEK DAYS BETWEEN THE HOURS OF 8AM TO 5PM. NO GRADING ACTIVITIES ARE TO OCCUR ON SATURDAYS AND SUNDAYS, WITHOUT SPECIAL PERMISSION FROM THE CITY ENGINEER.
11. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HEREON OR ATTACHED HERETO. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE GEOTECHNICAL ENGINEER.
12. PER THE GEOTECHNICAL FEASIBILITY STUDY PREPARED BY GEOSPHERE CONSULTANTS, INC, DATED DECEMBER 27, 2017: THE HISTORICAL HIGH GROUNDWATER DEPTH IS ESTIMATED TO BE ON THE ORDER OF 13 FEET AT THE PROJECT SITE. DURING SITE INVESTIGATIONS, GROUNDWATER WAS ENCOUNTERED AT DEPTHS OF 15 TO 16 FEET BELOW EXISTING SURFACE (APPROXIMATE ELEVATION OF 7-10 FEET).

KEY NOTES:

1. NEW VERTICAL CURB AND GUTTER
2. NEW VERTICAL CURB
3. NEW VALLEY GUTTER
4. NEW CURB RAMP

NORTH

GRAPHIC SCALE 1"=30'

30 0 30 60

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PRELIMINARY GRADING AND DRAINAGE PLAN

Sheet No.

C3.0

Date 04/19/2024
Project No. 20166089-20

DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C3-EI-GRAD.dwg
PLOT DATE: 04-19-24 PLOTTED BY: hers



LEGEND:

- SS — SANITARY SEWER LINE
- Ⓢ — SANITARY SEWER MANHOLE
- SD — STORM DRAIN LINE
- SD PERFORATED PIPE
- SD CATCH BASIN
- SD JUNCTION BOX
- SD OVERFLOW DRAIN
- Ⓓ — STORM DRAIN MANHOLE
- W — DOMESTIC WATER LINE
- FW — FIRE WATER LINE, SEE NOTE 6
- BACKFLOW PREVENTER
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- BIORETENTION AREA

ABBREVIATIONS:

BFP	BACKFLOW PREVENTOR
CB	CATCH BASIN
EX,(E)	EXISTING
FW	FIRE WATER
HYD,FH	FIRE HYDRANT
MH	MANHOLE
PVC	POLYVINYL CHLORIDE
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SCMH	SANITARY SEWER MANHOLE
W	WATER
WM	WATER METER

UTILITY NOTES:

1. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.
2. NO EXISTING UTILITY SERVICES WILL BE REUSED. ALL EXISTING SERVICES WILL BE REMOVED TO THE PROPERTY LINE AND ABANDONED OR REMOVED PER CITY STANDARDS.
3. ALL WORK DONE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE PER SEPARATE PERMIT.
4. SEE JOINT TRENCH PLANS FOR ALL DRY UTILITIES AND JOINT TRENCH INFORMATION.
5. SEE MEP PLANS FOR CONTINUATION AT BUILDING POINT OF CONNECTION.
6. NEW FIRE WATER SERVICE FOR REFERENCE ONLY. FINAL DESIGN BY FIRE PROTECTION ENGINEER.
7. CONTRACTOR TO VERIFY ALL (E)UTILITY TIE-IN LOCATIONS AND CROSSINGS BY POTHOLING PRIOR TO INSTALLATION.
8. TRENCHES SHALL NOT BE LEFT OPEN OVERNIGHT IN EXISTING PUBLIC STREET AREAS. CONTRACTOR SHALL BACKFILL TRENCHES OR PLACE STEEL PLATING WITH ADEQUATE CUTBACK TO PREVENT SHIFTING OF STEEL PLATE AND/OR HOT-MIX ASPHALT REQUIRED TO PROTECT OPEN TRENCHES AT THE END OF THE WORKING DAY.
9. A MINIMUM OF 10 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SEWER LINES AND 1 FOOT VERTICAL WATER ABOVE SEWER WHERE LINES CROSS. WATER AND SEWER LINES SHALL NOT CROSS AT LESS THAN 45 DEGREES TO EACH OTHER.
10. UTILITY TRENCHES SHALL USE TRENCH SAND AROUND ALL UTILITIES CONFORMING TO APPROPRIATE STANDARDS SUCH AS PG&E, CALIFORNIA AMERICAN WATER COMPANY STANDARDS, AND SAN MATEO COUNTY PUBLIC WORKS STANDARDS.
11. THE CITY OF EAST PALO ALTO ENGINEERING DIVISION SHALL BE CONTACTED 48 HOURS PRIOR TO INSTALLATION OR CONNECTION FOR INSPECTION OF ANY UTILITIES CONNECTING TO MUNICIPAL FACILITIES.
12. EAST PALO ALTO SANITARY DISTRICT SHALL BE CONTACTED 48 HOURS PRIOR TO INSTALLATION OF CONNECTION FOR INSPECTION OF SEWER LINES AND CONNECTIONS. ADDITIONALLY, FOR ANY WORK IN THE PUBLIC RIGHT OF WAY CONTACT THE CITY OF EAST PALO ALTO ENGINEERING DIVISION FOR INSPECTION.
13. PACIFIC GAS & ELECTRIC, COMCAST, AT&T, AND ALL OTHER APPROPRIATE UTILITIES COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO INSTALLATION TO SCHEDULE ANY REQUIRED INSPECTIONS, OR AS REQUIRED BY SAID UTILITIES. ADDITIONALLY, FOR ANY WORK IN THE PUBLIC RIGHT OF WAY CONTACT THE CITY OF EAST PALO ALTO ENGINEERING DIVISION FOR INSPECTION.
14. ALL EXISTING WATER MAINS SHALL BE REPAIRED AND TESTED TO THE SATISFACTION OF AMERICAN WATER ENTERPRISES AND THE CITY ENGINEER.
15. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO EAST PALO ALTO SUBDIVISION REGULATIONS, SAN MATEO COUNTY STANDARD DETAILS FOR PUBLIC WORKS, CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD DETAILS, GREEN BOOK STANDARD SPECIFICATIONS, AMERICAN WATER COMPANY CODE, EAST PALO ALTO SANITARY DISTRICT SEWER CODE, FIRE CODE, AND OTHER APPLICABLE UTILITY STANDARDS WITHIN THEIR RESPECTIVE JURISDICTIONS.

KEY NOTES:

1. CONNECT TO EXISTING UTILITY
2. NEW FIRE HYDRANT
3. MAINTAIN MINIMUM OF 1 FOOT SEPARATION BETWEEN WATER OVER SEWER

NORTH

GRAPHIC SCALE 1"=30'

30 0 30 60

DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C4-EI-UTIL.dwg
PLOT DATE: 04-19-24 PLOTTED BY: hers

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Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024

Set Title

Design Update - April 2024

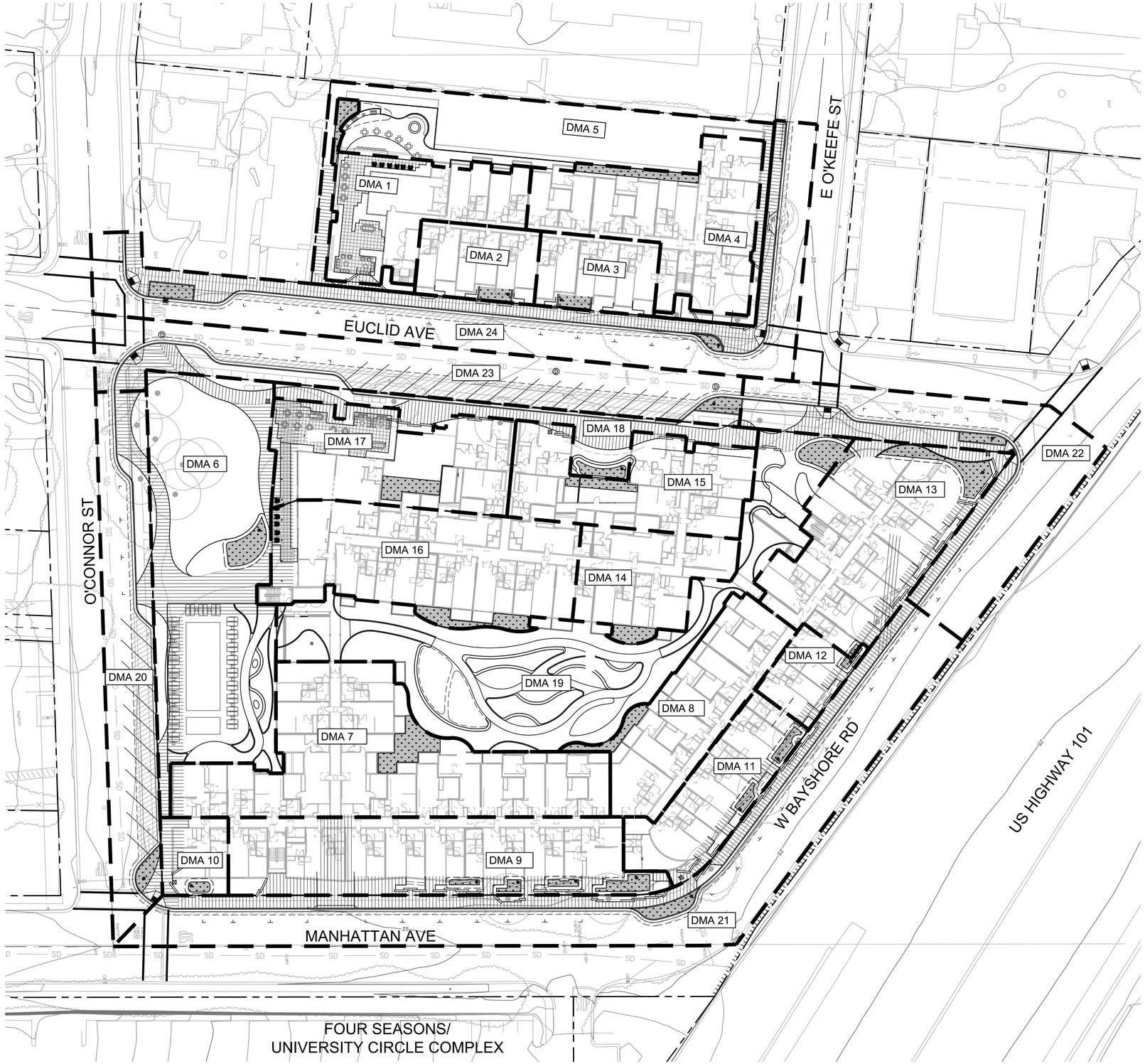
Drawing Title

PRELIMINARY UTILITY PLAN

Sheet No.

C4.0

Date	04/19/2024
Project No.	20166089-20



LEGEND

- DRAINAGE MANAGEMENT AREA (DMA) BOUNDARY
- INTEGRATED MANAGEMENT PRACTICE (IMP)
- SD PERFORATED PIPE
- SD CATCH BASIN
- SD JUNCTION BOX
- SD OVERFLOW DRAIN

NORTH

GRAPHIC SCALE 1"=30'

30 0 30 60

DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C5-EI-SWMP.dwg
PLOT DATE: 06-04-24 PLOTTED BY: hers

Woodland Park

Euclid Improvements

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License Stamp

Issuances

Description	Date
Design Update	02/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024
2	Response to Comments	6/4/2024

Set Title

Design Update - April 2024

Drawing Title

PRELIMINARY STORMWATER MANAGEMENT PLAN

Sheet No.

C5.0

Date 06/04/2024
Project No. 20166089-20

TREATMENT CONTROL MEASURE SUMMARY						
DRAINAGE AREAS	DRAINAGE AREA SIZE (SF)	PROPOSED CONDITION		TREATMENT MEASURE SIZE		TREATMENT MEASURE TYPE
		PERVIOUS SURFACE (SF)	IMPERVIOUS SURFACE (SF)	REQUIRED (SF)	PROVIDED (SF)	
DMA-1	6,270	LANDSCAPE 241	ROOF/SIDEWALK 6,029	241	241	STRUCTURAL BIORETENTION AREA
DMA-2	3,107	LANDSCAPE 93	ROOF/SIDEWALK 3,014	121	136	STRUCTURAL BIORETENTION AREA
DMA-3	3,107	LANDSCAPE 102	ROOF/SIDEWALK 3,005	120	137	STRUCTURAL BIORETENTION AREA
DMA-4	8,485	LANDSCAPE 325	ROOF/SIDEWALK 8,120	325	365	STRUCTURAL BIORETENTION AREA
DMA-5	10,627	LANDSCAPE 427	ROOF/SIDEWALK 10,200	N/A	N/A	PERMEABLE PAVERS
DMA-6	16,590	LANDSCAPE 7,420	ROOF/SIDEWALK 9,170	367	368	NON-STRUCTURAL BIORETENTION AREA
DMA-7	13,915	LANDSCAPE 868	ROOF/SIDEWALK 13,047	522	566	STRUCTURAL BIORETENTION AREA
DMA-8	6,584	LANDSCAPE 341	ROOF/SIDEWALK 6,243	250	341	STRUCTURAL BIORETENTION AREA
DMA-9	11,073	LANDSCAPE 973	ROOF/SIDEWALK 10,100	404	405	NON-STRUCTURAL BIORETENTION AREA
DMA-10	1,819	LANDSCAPE 230	ROOF/SIDEWALK 1,589	64	73	NON-STRUCTURAL BIORETENTION AREA
DMA-11	5,089	LANDSCAPE 429	ROOF/SIDEWALK 4,660	187	206	NON-STRUCTURAL BIORETENTION AREA
DMA-12	1,978	LANDSCAPE 193	ROOF/SIDEWALK 1,785	71	71	NON-STRUCTURAL BIORETENTION AREA
DMA-13	10,219	LANDSCAPE 550	ROOF/SIDEWALK 9,669	387	512	NON-STRUCTURAL BIORETENTION AREA
DMA-14	4,754	LANDSCAPE 238	ROOF/SIDEWALK 4,516	181	238	STRUCTURAL BIORETENTION AREA
DMA-15	6,904	LANDSCAPE 270	ROOF/SIDEWALK 6,634	265	270	STRUCTURAL BIORETENTION AREA
DMA-16	11,111	LANDSCAPE 470	ROOF/SIDEWALK 10,641	426	470	STRUCTURAL BIORETENTION AREA
DMA-17	7,782	LANDSCAPE 600	ROOF/SIDEWALK 7,182	287	344	STRUCTURAL BIORETENTION AREA
DMA-18	4,040	LANDSCAPE 900	ROOF/SIDEWALK 3,140	125	153	NON-STRUCTURAL BIORETENTION AREA
DMA-19	17,244	LANDSCAPE 8,212	ROOF/SIDEWALK 9,032	361	395	NON-STRUCTURAL BIORETENTION AREA
TOTAL	150,698	22,882	127,816	4,684	5,291	

TREATMENT CONTROL MEASURE SUMMARY (OFF-SITE)					
DRAINAGE AREAS	DRAINAGE AREA SIZE (SF)	PROPOSED CONDITION	TREATMENT MEASURE SIZE		TREATMENT MEASURE TYPE
		NEW/REPLACED IMPERVIOUS SURFACE (SF)	REQUIRED (SF)	PROVIDED (SF)	
DMA-20	9,378	ROAD/SIDEWALK 3,137	126	190	STRUCTURAL BIORETENTION AREA
DMA-21	19,417	ROAD/SIDEWALK 5,730	230	244	STRUCTURAL BIORETENTION AREA
DMA-22	11,060	ROAD/SIDEWALK 3,277	131	133	STRUCTURAL BIORETENTION AREA
DMA-23	11,944	ROAD/SIDEWALK 4,234	169	196	STRUCTURAL BIORETENTION AREA
DMA-24	16,122	ROAD/SIDEWALK 7,008	280	293 (SEE NOTE 2)	STRUCTURAL BIORETENTION AREA
TOTAL	67,921	23,386	936	1,056	

NOTES

1) TREATMENT AREAS WERE SIZED USING THE "4 PERCENT METHOD" FLOW-BASED SIZING CRITERIA IN THE 2014 SAN MATEO COUNTY C.3 STORMWATER TECHNICAL GUIDANCE HANDBOOK, UNLESS THE REQUIRED SF IS FOLLOWED BY AN ASTERISK "*". IF REQUIRED SF HAS AN ASTERISK, TREATMENT IS SIZED USING THE COMBINED FLOW METHOD AND AT A MIN. PROVIDES AN EQUIVALENT OF 6-INCHES OF STORED RUNOFF IN SURFACE PONDING AREA.

2) DUE TO SITE CONSTRAINTS AND EXISTING GRADING PATTERNS ON E O'KEEFE STREET, ALL RUNOFF FROM NEW/REPLACED IMPERVIOUS AREA IN DMA 24 CANNOT BE CONVEYED TO PROPOSED TREATMENT AREAS. TO SATISFY MINIMUM TREATMENT REQUIREMENTS, TWO BIORETETION AREAS ARE BEING PROPOSED THAT WILL TREAT A LARGE MAJORITY OF THE NEW/REPLACED IMPERVIOUS AREA PLUS EXISTING IMPERVIOUS AREA TO REMAIN.

Woodland Park

Euclid Improvements

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Issuances

Description	Date
Design Update	02/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024
2	Response to Comments	6/4/2024

Set Title

Design Update - April 2024

Drawing Title

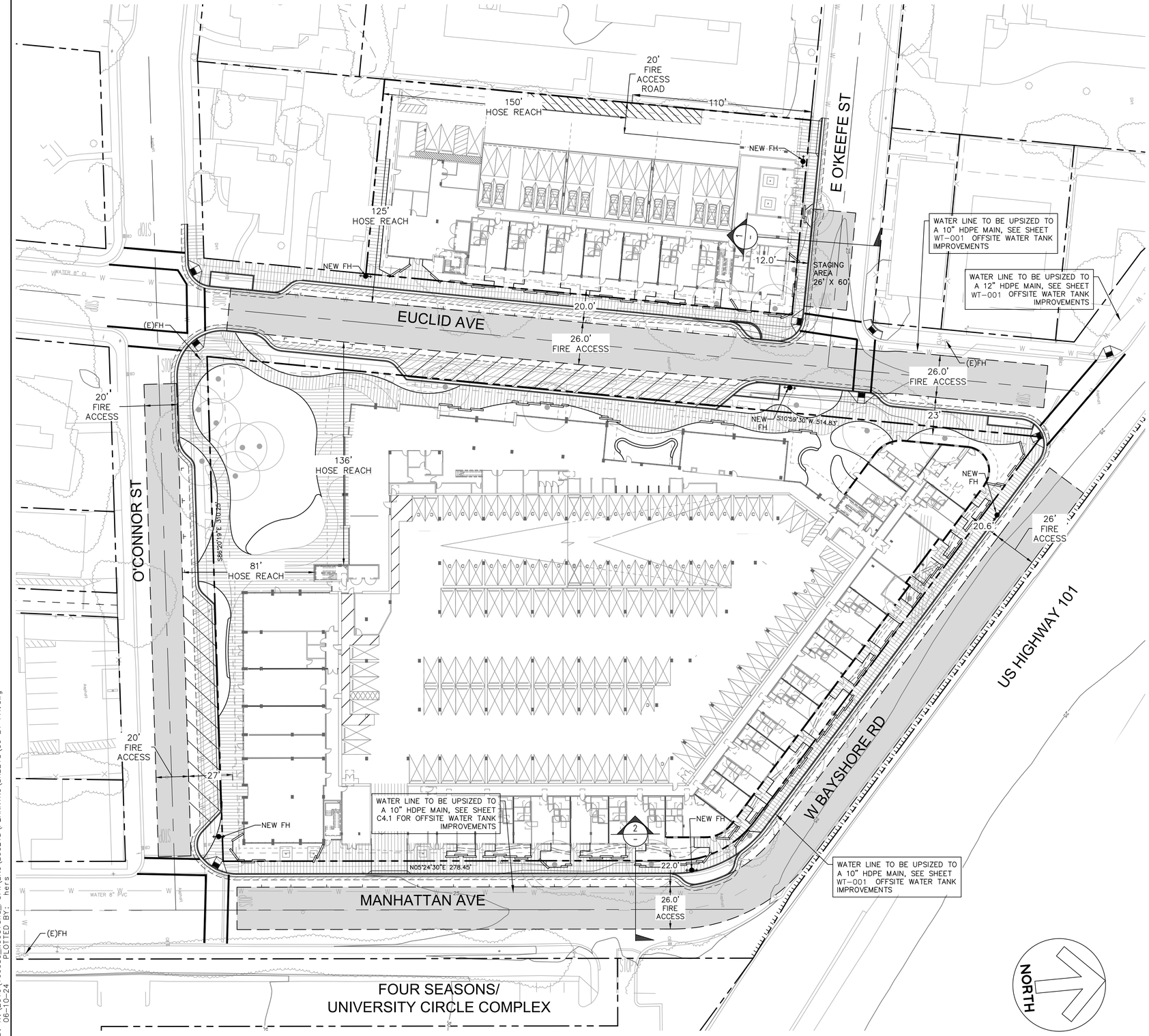
PRELIMINARY STORMWATER MANAGEMENT PLAN

Sheet No.

C5.1

Date 06/04/2024
Project No. 20166089-20

DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C5-EI-SWMP.dwg
PLOT DATE: 06-04-24 PLOTTED BY: hers



LEGEND:

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT
- FIRE TRUCK STAGING AREA
- FIRE HYDRANT
- EXISTING FIRE HYDRANT

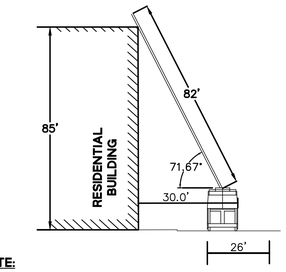
ABBREVIATIONS:

E	EAST
(E)	EXISTING
FH	FIRE HYDRANT
NTS	NOT TO SCALE
W	WEST

NOTES:

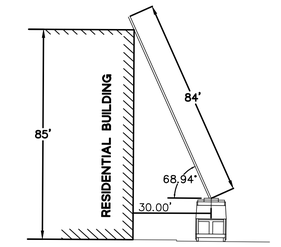
1. ON-SITE WIDTH FOR AERIAL LADDER TRUCK SHALL BE 26 FEET. THE SET UP AREAS SHALL BE A MAXIMUM OF 30 FEET FROM THE BUILDINGS AND NO CLOSER THAN 15 FEET TO THE BUILDING.
2. FIRE PUMP SHALL BE PROVIDED FOR ALL HIGH RISE BUILDINGS. THE PUMP SHALL BE RATED TO PUMP 150% OF THE REQUIRED DEMAND.
3. ALL HIGH RISE BUILDINGS SHALL HAVE STAND BY POWER GENERATORS.
4. ALL PUBLIC AND ON-SITE CURBS TO BE PAINTED, LETTERED, AND SIGNED AS FIRE LANES, FIRE ACCESS, AND AERIAL LADDER TRUCK ACCESS FOR RESCUE AND FIREFIGHTING OPERATIONS.
5. SPACING FOR FIRE HYDRANTS IS 300 FEET. THE MINIMUM ACCEPTED MENLO PARK FIRE DISTRICT FIRE FLOW IS 2000 GPM AT 20 PSI RESIDUAL PRESSURE.
6. ALL PUBLIC STREETS WHERE STREET WIDTHS ARE LESS THAN 26 FEET TO HAVE NO PARKING AND RED CURBS, ALL STREETS LESS THAN 32 FEET AND MORE THAN 26 FEET MAY HAVE PARKING ON ONE SIDE AND RED CURBS ON THE OTHER, STREETS 32 FEET OR GREATER MAY HAVE PARKING ON BOTH SIDES.
7. FIRE LANES/EMERGENCY VEHICLE ACCESS TO HAVE RED PAINTED CURBS, CURB LETTERING AND POSTED SIGNS AS REQUIRED BY THE CVC, CFC AND MPFPD.
8. ALL TURNING RADII TO BE CAPABLE OF A SINGLE INLINE VEHICLE OF 42 FEET IN LENGTH MAKING ALL TURNING MANEUVERS.
9. FIRE HYDRANTS AND FIRE APPLIANCES (FIRE DEPARTMENT CONNECTIONS AND POST INDICATOR VALVES) TO BE CLEARLY ACCESSIBLE AND FREE FROM OBSTRUCTION.
10. FIRE HYDRANT TO BE WET BARREL STANDARD STEAMER TYPE WITH ONE 4 ½" AND TWO 2 ½" OUTLETS (MPFPD CFC SEC. 507.5.1 APPENDIX C).
11. DISCHARGE FIRE SPRINKLER TEST WATER TO ONSITE VEGETATED AREAS, OR TO THE SANITARY SEWER SYSTEM SUBJECT TO THE LOCAL SANITARY SEWER AGENCY'S AUTHORITY AND STANDARDS.

EXAMPLE STAGING CROSS SECTIONS:



NOTE:
1. MAXIMUM CLIMBING ANGLE IS 75 DEGREES.

1 – **E. O'KEEFE ST. FIRE STAGING**
NTS



NOTE:
1. MAXIMUM CLIMBING ANGLE IS 75 DEGREES.

2 – **MANHATTAN AVE FIRE STAGING**
NTS

Woodland Park

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Issuances

Description	Date
Design Update	02/27/2024

Revisions

Rev.	Description	Date
1	Response to Comments	4/19/2024
2	Response to Comments	6/4/2024

Set Title
Design Update - April 2024

Drawing Title
PRELIMINARY FIRE ACCESS PLAN

Sheet No.
C6.0

Date 06/04/2024
Project No. 20166089-20

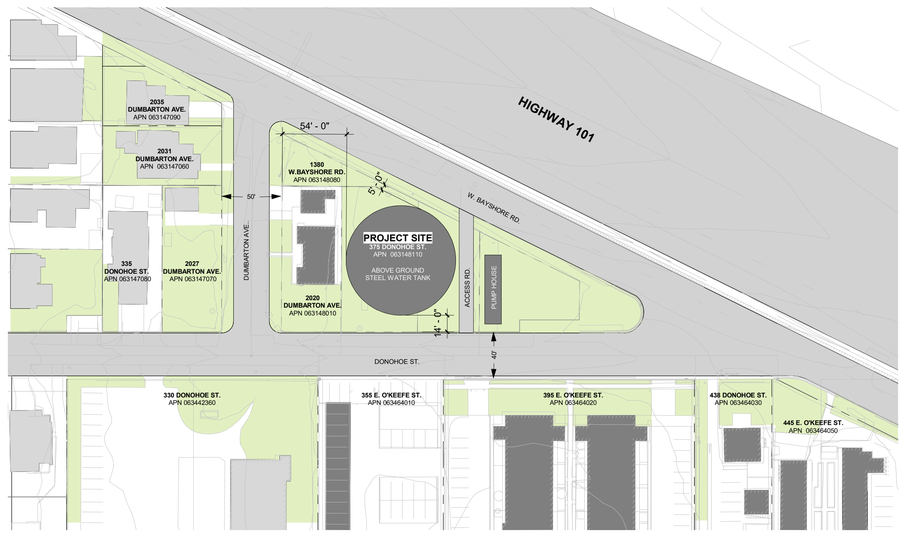
DRAWING NAME: K:\2016\166089_Woodland_Park\ENG\EUCLID\PLANNING\SHEETS\C6-EI-FA.dwg
PLOT DATE: 06-10-24 PLOTTED BY: hers



2 DONOHOE ST. ELEVATION
1/16" = 1'-0"



3 W.BAYSHORE ELEVATION
1/16" = 1'-0"



1 Site Parcel Map
1" = 60'-0"



3D View - Donohoe St.

Woodland Park Euclid Improvements

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Issuances

Description	Date
Entitlements Submission	09/25/2019

Revisions

Rev.	Description	Date

Set Title

Application - September 2019

Drawing Title

WATER TANK EXHIBIT

Sheet No.

WT-001

Date	08/19/2022
Project No.	21620

TDM SPECIALISTS, INC.
A Transportation Demand Management Company

October 22, 2021









WOODLAND PARK EUCLID IMPROVEMENTS

Transportation Demand Management Plan

Transportation Action Plan

Woodland Park Euclid Improvements

East Palo Alto Residential TDM Compliance Plan



Prepared for:

Sand Hill Property Company

Prepared by:

TDM SPECIALISTS, INC.
A Transportation Demand Management Company

(408) 420-2411

October 22, 2021

EAST PALO ALTO RESIDENTIAL TDM COMPLIANCE PLAN

The Transportation Demand Management Compliance Plan provides basic information about the project and outlines how the project will comply with the East Palo Alto TDM Ordinance. The Euclid Improvements TDM Plan incorporates many TDM strategies to reduce traffic impacts and maximize residents' mobility options.

City of East Palo Alto Transportation Demand Management Program

In June of 2021, the City of East Palo Alto adopted an update to the TDM Ordinance, which amended Chapter 10.32 of the Municipal Code. The purpose of the TDM Ordinance is to address transportation-related impacts of new and existing developments to establish strategies that decrease the number of daily vehicle trips to and from a property. The East Palo Alto City Council established a 40 percent average daily trip reduction requirement for residential and non-residential development.

New residential developments must comply with the TDM Ordinance by selecting and incorporating TDM Strategies to meet a minimum number of points. Residential development with 100 or more units is required to achieve a minimum of 10 points to meet compliance.

Project Description

The Euclid Improvements site occupies 3.9 acres on East Palo Alto's Westside, northwest of University Avenue, adjacent to Highway 101, and northwest University Circle. Manhattan Avenue, West Bayshore Road, O'Connor Street, and Euclid Avenue contain the project. The project will provide 605 dwellings[1]. Rental residences will easily walk or bike ride to nearby employment sites, transit access, dining, shopping, and recreation. The concept includes a total of 799,684 square feet of residential, retail, and community space, with up to 3,000 square feet of amenities for residents to enjoy, such as meeting rooms, a business center, common areas, fitness center, bicycle repair stations, and a publicly-accessible neighborhood park.

In addition to rental housing, the development includes retail spaces totaling up to 5,000 square feet. The retail uses will be primarily resident-serving spaces and consist of a café, convenience store, coffee shop, or other neighborhood retail.

Early outreach is a critical juncture at which to educate people about the benefits of alternative transportation. Potential residents and new occupants will be given information about alternative transportation and commute options at the occupancy time. They may be more receptive to this information as their commute patterns have already changed after the relocation.

The future property management will designate a TDM Coordinator to provide residents with information and updates regarding transportation resources and implement many of the measures outlined in the TDM Measure Implementation Table section below.

[1] To satisfy the East Palo Alto inclusionary housing ordinance, the applicant is in discussions with the city to provide for affordable housing at an additional location.

TDM Measure Implementation Table

The Euclid Improvements (Woodland Park Communities) project must achieve a minimum of 10 points through their residential TDM Program strategy.

Table 1 on page 3 shows the TDM measures that the project plans to implement. This table includes various measures left out of the initial draft TDM Ordinance, but the project believes they contribute to significant average daily trip reductions. The "Euclid Proposed Points" column indicates the number of points the project requests for implementing the associated measure. The total points this project anticipates receiving is 17.5. The following section describes each mitigation measure the project intends to implement.



Table 1: TDM Measure Implementation Table

Table 1: TDM Measure Implementation Table		Avaliable Points	Proposed Points
Affordable Housing	1. 20% Affordable Housing Project		
	2. 40% Affordable Housing Project	2	
	3. 60% Affordable Housing Project	3	
	4. 80% Affordable Housing Project	4	
	5. 100% Affordable Housing Project	5	
TDM Communication	6. Orientation, education or materials, distribution of transit, wayfinding and other TDM information and programs to new residents as they move in and annually to all residents (commuter resource flier, resident dashboard, transportation kiosk, instagram)	0.25	0.25
	7. Annual transportation fair or event		0.25
	8. Resident lease-language/trip reduction pledge form		0.25
TransitScreen and Mobile app	9. Real-time transportation resource, information tracker, and resident app (2 units)		0.25
TDM Coordinator	10. Designate a TDM Coordinator or contact person throughout the life of the project. This may be an individual who is an employee of - or at - the development project; or may be contracted by a third-party provider.	0.25	0.25
Proximity to Transit	11. Less than 0.5 miles to a major transit route (30-min headway)		0.25
	12. Less than 0.5 miles to a major transit route (20-min headway)	0.5	
	13. Less than 0.5 miles to Caltrain/Light Rail Station	2.5	
Proximity to Commercial Uses	14. Less than .5 miles from: 1. A shopping center consisting of at least three tenant spaces, or 2. Three separate retail/ restaurant/ service/ recreational uses.	0.5	0.5
	15. Less than .25 miles from: 1. A shopping center consisting of at least three tenant spaces, or 2. Three separate retail/ restaurant/ service/ recreational uses.	1	
	16. Include active, pedestrian-oriented commercial uses on the ground floor to create more walkable and inviting areas. Provide on-site amenities, such as cafés, gym, retail stores, or bank/ATM.	1	1
Participation in Commute. Org, or Transportation Management Association (TMA)	17. Certified participation in Commute.org, or equivalent program such as a TMA	1	1
	18. Commute assistance and ride-matching	0.25	0.25
	19. Shuttle program/shuttle consortium/fund transit service	2.5	
Transit Pass/Subsidy Programs	20. Provide free transit passes or carpool/vanpool subsidies to tenants equivalent to 30% of the value of their monthly fare or at least $50 monthly. Transit passes and subsidies provided must be valid for public transportation options, including but not limited to BART, Caltrain, SamTrans, and ridesharing platforms and vanpool subscription (or costs).	2.5	0.5
	**Points of this measure are allowed to be prorated if Developer will provide this program to a portion of the residents. The prorated points shall be calculated by using the same percentage number of participated residents that Developer will agree to provide. EX: 20% of the residents will be provided this program. The points value shall be 2.5 x 20% = 0.5*		
Bicycle Facilities	21. Bicycle facilities in conformance with CALGreen minimum bicycle parking requirements	0.25	0.25
	22. Bicycle facilities (secure, Class I) installed above code/CALGreen		0.25
	23. Bicycle Fix-it repair station (one for each building = 2)	0.25	0.25
	24. Bicycle Fix-it repair station (one station accessable to the public in corner park)		0.25
	25. Scheduled annual bicycle safety seminars		0.25
	26. Scheduled on-site quarterly mobile repair services		0.25
Access Improvements	27. Design street or roadways that provide multimodal travel choices and give people the option to avoid vehicular traffic congestion.	0.25	0.25
	28. Bus pull-out space	0.25	
	29. Bus shelter	0.25	0.25
	30. Visual/electrical Improvements (e.g., lighting, signage)	0.25	0.25
	31. Other (e.g., micromobility parking zone, TNC loading zone)	0.25	
	32. Establish new, or enhance the quality of, pedestrian and bicycle facilities or infrastructures to facilitate active transportation from a project site to existing trails, bikeways, or adjacent streets. Pedestrian improvements should be within 0.5 miles of project site (approx. 10-15 minute walk); bicycling improvements within 2 miles of site (approx. 15-min ride at 10mph).	2	
Car Share Program	33. Providing private or public car share memberships to on-site residents	0.5	0.5
Proximity to Car Share	34. Less than 0.5 miles from a car share hub with cars available to on-site residents	0.25	0.25
Designated Car Share Parking Spaces	35. Provide curbside carpool/vanpool/rideshare loading zones	0.5	0.5
Bicycle/Scooter Share Program	36. Providing private or public bicycle/scooter share memberships to on-site residents	0.25	
Proximity to Bicycle Share	Site is less than 0.5 miles from a bicycle share hub with bicycles available to on-site residents	0.25	
Delivery Amenities	37. Offer delivery-supportive amenities, such as an area for receipt of deliveries, clothes lockers for laundry or dry cleaning, storage for package deliveries or temporary refrigeration for grocery deliveries. Delivery-supportive amenities can help reduce the need for individual vehicle ownership and vehicle trips by consolidating multiple trips at one central location.	0.5	0.5
Family-supportive Amenities	38. To address challenges that families face in making trips without a private vehicle, the property owner shall provide family-supportive amenities, such as on-site secure storage of personal car seats, strollers, cargo bicycles, or other large bicycles. Property owners can also provide shared building equipment, such as shopping carts or cargo bicycles for check out by residents.	1	
Paid Parking at Market Rate	39. Motorists pay directly for using parking facilities. Parking rates should be at the market rate and not subsidized by property owners or employers.	6.25	6.25
	40. Parking reduction to below code		0.25
Developer TDM Fee/TDM Fund	41. Impact fees can be collected from developers, generally on a per-unit or square footage basis, to fund the implementation of TDM programs. These TDM fees can be put in an escrow account for the developer or subsequent property manager to spend to implement programmatic elements of the TDM plan. NOTE: "Double dipping" with the already required "TMA Participation" measure (above) is not allowed. This measure cannot be given credit for TDM fund payment or developer fees already required by fee nexus ordinance by the governing jurisdiction. Credit here may only be given for voluntary TDM fund payment or developer fee negotiated separately with the governing jurisdiction.	1	
GreenTrip Certification	42. Achieve GreenTrip certification designation from TransForm		0.25
TOTAL		**10**	**15.5**

Residential TDM Measure Descriptions

Affordable housing at 56% (2 points)

The project intends to provide for 56 percent of net new units as affordable housing (160 units rent-stabilized on-site and 89 units income-restricted through an inclusionary partnership). In partnership with Eden Housing, the project will provide for 20 percent of net new units to low-income renters as income-restricted affordable units leased below market.

TDM Communication (0.25 points)

commuter training session or webinar to learn about available transportation resources and incentives and the site's sustainability goals. In addition, the TDM Coordinator will distribute a commute resource flier to each new tenant. Page 5 shows a sample commute resource flier.

Annual Transportation Event (0.25 points)

The project will host an annual event to promote transit and mobility options to residents. This event can pair with a tenant appreciation event or a regional event like Bike to Work Day.

Residential Lease Language (0.25 points)

At the occupancy, property management will provide all new tenants with Commuter Program information and sustainability goals. They will also ask new tenants to sign the acknowledgment of the project's green mobility goals and tenants' understanding of the site's trip reduction and alternative transportation mode-use goals.

The pledge form will encourage residents to use transit, bike, walk, or carpool as commuter mode options. In addition, resident lease language will inspire tenants to participate in trip reduction programs and engage in periodic commute surveys.

Image 1: Sample Commute Resource Flier

Euclid Commuter Resources

TRANSIT & SHUTTLE SERVICES

SamTrans Route 81

SamTrans Route 280

SamTrans Route 281

SamTrans Route 397

Palo Alto Transit Station Map

Palo Alto Caltrain Real Time Mobile Tracking

SamTrans Routes to/from Caltrain

FREE Trial Transit Passes

Transit Trip Planner

BICYCLE PARKING & FACILITIES

Secure Bicycle Parking (registration form)

$100 Bicycle Incentive

Fixit Repair Studios
(at each secure bike storage room)

San Mateo County Bike Map

Santa Clara County Bikeways Map

Regional City Bike Maps

Silicon Valley Bicycle Coalition

Bicycle Resource Guide

Bay Trail maps

Bicycle Educational Webinars

CARPOOL & RIDEMATCHING SERVICES

Scoop Carpool matching app

Waze Carpool matching app

$100 Carpool Incentive

$350 Monthly Vanpool Incentives

$300 New Vanpool Passenger Credits

$500 Vanpool Driver Cash Reward

COMMUTER INCENTIVES & SERVICES

Transportation Kiosk & Commuter material in main lobby

Euclid online resource website

Free Guaranteed Ride Home Program

Commute.org Commuter Rewards

Bay Area Spare the Air Alert Notices

Euclid Commuter Assistance

Euclid Commute Concierge

Elizabeth Hughes

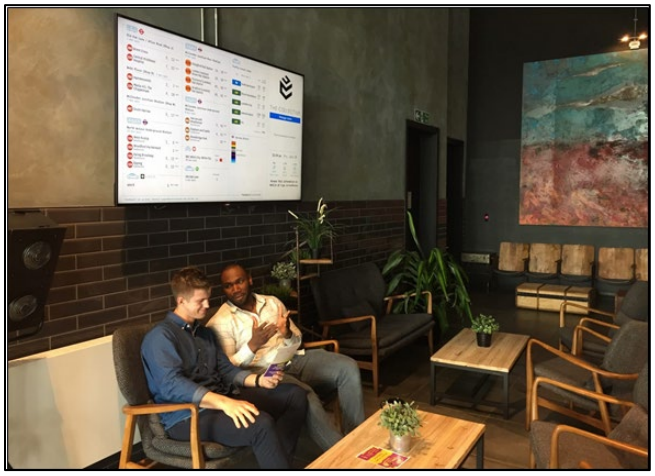
commute@euclid.com

(408) 420-2411

BEST Sites for Commuters 2021

Transit Screen and Mobile App (0.25 points)

The project will install a transportation information kiosk in building lobbies. Obvious transportation information will improve the resident's understanding of available transportation and commuter resources, including real-time transportation information, transit, shuttle arrival times, bikeshare and scooter options, and ride-hailing resources. For example, a TransitScreen kiosk consists of a mobile app for residents for on-the-go travel needs. Another alternative could be a wall-mounted or floor-standing kiosk containing physical bike maps, train schedules, shuttle fliers, and other rideshare materials.



TDM Coordinator (0.25 points)

The Euclid Improvements project will assign a staff member to provide Commute Concierge service with responsibilities to implement the alternative commute programs and the elements outlined in this plan. The Commute Concierge may be a part-time employee, property manager, or an outsourced coordinator, who manages the TDM programs and annual reporting.

In addition, the Commute Concierge will be responsible for providing commute program assistance to residents, producing on-site transportation fairs and promotional events, and collaborating with transit and rideshare organizations to maximize on-site resources. Commute industry data supports the notion that a Commute Concierge positively impacts increasing and maintaining alternative mode use.

Less than 0.5-Miles to a Transit Route with 30-Minute Headways (0.25 points)

In total, four bus drop-off and pick-up locations are conveniently located very near the project. Safe, convenient, and well-lit pedestrian paths will show the most direct route to the nearest transit stop from the project. A total of 118 SamTrans transit trips serve the project site. However, Route 81 operates only during the school year.

Shown in Table 2 below are SamTrans routes 81, 280, 281, and 397, which combine to provide transit headways of less than 30 minutes throughout the day.

Table 2: Transit Resources Serving Euclid Improvements Community

Route	Span of Service	Trips per Weekday	Communities Served
81 Samtrans	5 Days/Week (school year only) 7:10 a.m. - 3:40 p.m.	8	Clarke/Bayshore, Pulgas/O'Connor, Bay/University, Bayshore/Newell, **Manhattan/O'Connor**, Purdue/Fordham, Onetta Harris/Community Ctr, Newbridge/Carlton, Willow/Nash, and Middlefiled/Ringwood
280 Samtrans	5 Days/Week 5:46 a.m. - 9:46 p.m. 60-minute headways	33	Stanford Shopping Center, Palo Alto Transit Center, **Manhattan/ O'Connor**, Bayshore/Newell, Pulgas/O'Connor, and Purdue/Fordham
281 Samtrans	5 Days/Week 6:15 a.m. - 10:20 p.m. 30-minute headways	70	Stanford Shopping Center, Palo Alto Transit Center, **University/ Woodland**, Bay/University, Newbridge/Saratoga, and Onetta Harris Community Center
397 Samtrans	5 Days/Week 12:46 a.m. - 6:17 a.m.	7	Palo Alto Transit Center, **University/Woodland**, Bay/University, Middlefield/5th, Redwood City Transit Center, El Camino/Hillsdale, El Camino/Burlingame, Millbrae Transit Center, SF Airport Courtyard A, Airport/Linden, Bayshore/Old County, Mission/1st, 11th/Market, and Drumm/Clay
Total SamTrans Bus Trips/Weekday		**118**	

* All buses and trains are lift equipped for handicapped, elderly, or those in need.

Image 2 below shows the walking route to each of these SamTrans routes. Residents can access each route with a walk of fewer than six minutes.

Image 2: Walking Route to Transit



Less than 0.5-Miles from 3 Separate Retail, Restaurant, Recreation, or Service Uses (0.5 points)

At least three service and restaurant uses are near the project's location, including La Tiendita Market, Quattro restaurant, and Ladle & Leaf soup restaurant. Within walking distance, these services allow residents to access food or groceries without the need to drive.

On-Site Amenities (1 point)

On-site amenities will provide residents with a full-service living environment. Eliminating or reducing the need for an automobile to make off-site trips decreases average daily trip counts. Residents often perceive that they depend on the drive-alone mode because of the number of errands and activities carried out in different locations. On-site and nearby amenities help reduce this dependence on a vehicle. In addition, the project offers tenants many convenient amenities.

A list of on-site amenities for the project may include:

- Recreational spaces, picnic and patio areas
- Abundant Class I bicycle parking and community bicycles
- Transit and shuttle stop
- Transportation and commute kiosks (TransitScreen)
- Transportation and commuter app (CityMotion)
- Commute Concierge
- Work areas, meeting rooms
- Hardwired infrastructure for Broadband and WiFi
- Comprehensive fitness facilities

TMA Participation (1 point)

Transportation Management Associations (TMA) help businesses, developers, building owners, local government representatives, and others collectively establish policies, programs, and services to address transportation problems. The key to a successful TMA lies in the synergism of multiple groups banding together to accomplish more than any single employer, building operator, or developer could do alone.

In the City of East Palo Alto, Commute.org (formerly the Peninsula Traffic Congestion Relief Alliance) operates as a TMA organization. The project will participate with the Commute.org TMA and its programs. Commute.org provides:

- Shuttle programs
- Transit advocacy
- Carpool and vanpool matching
- Information on local issues
- Parking management programs
- Trial transit passes
- Emergency ride home programs
- Marketing programs
- Enhanced bicycle facilities
- Promotional assistance
- Car and vanpool incentives
- Newsletter

Commute Assistance and Ridematching (0.25 points)

The Commuter Concierge will provide trip planning assistance and ridematching services to residents interested in taking transit or rideshares. The Commuter Concierge may also promote ridematching apps such as Scoop or Waze Carpool to help residents find carpool partners.

Transit Pass Subsidies (0.5 points)

The project will offer transit pass subsidies to low-income residents. Residents will be able to use these subsidies on SamTrans, Caltrain, and VTA routes.

Bicycle Facilities in Compliance with CALGreen Code (0.25 points)

The Euclid Improvements project will install Class I covered and secure bicycle parking spaces in each residential unit. Throughout the project, secure bike parking rooms will also be available for residents. Short-term, Class II bicycle parking spaces will be open throughout the site in public areas near the park or bus shelters.

Enhanced Bicycle Facilities Above Code (0.25 points)

The project intends to provide more bicycle parking than is required per code. A surplus of available bicycle parking relieves concerns about storing a bicycle encouraging residents to make more bicycle trips.

Bicycle Fix-it Repair Stand (0.25 points)

The Euclid Improvements project will install an on-site bicycle Fix-it repair station. The Fix-it station will offer bicycle parking and do-it-yourself bike repair tools, and an air pump. Located in a community's common area, the Fix-it station will include an air pump, working pedestal, and steel braided cables for theft protection.

Public Bicycle Fix-it Repair Stand (0.25 points)

The project will install a publicly accessible bicycle Fix-it repair stand in the on-site park. Neighboring residents will be allowed to access and use this public amenity.

Annual Bicycle Safety Seminars (0.25 points)

The Euclid Improvements project will coordinate with Commute.org to host an annual bicycle safety presentation. In partnership with a nationally certified League Cycling Instructor (LCI), Commute.org offers free bicycle safety workshops. The workshop covers practical and safety information, including:

- Planning your route, including connections to rail and water transit stations
- Equipping yourself and your bike
- Ways to safely and confidently communicate with other road users
- Using Google Maps to explore route options
- Other resources include the San Mateo County's bikeways and safe cycling booklet

Quarterly Mobile Bicycle Repair Services (0.25 points)

The project will schedule periodic mobile repair services for its bike commuters. A mobile repair and service firm, such as Summit Bikes, will travel to the project site and provide on-site repair and maintenance services for resident cyclists who sign-up for this service.



Street Design (0.25 points)

The Euclid Improvements project will provide pedestrian pathways throughout the community. Enhanced pedestrian and bicycle features will include wayfinding signage, lighting, and colored or textured pavement to designate protected walkways. Pedestrian amenities include wide sidewalks with fully accessible curb ramps at driveway crossings and delineated crosswalks. Overhead lighting will illuminate the walkways. The streetscape design reinforces the urban identity of the Euclid Improvements project and establishes a pedestrian environment.

The project adds public open spaces, including a one-acre neighborhood park containing a children's play area, fitness space, bike parking, and tenants' place to hold parties or gatherings. In addition, street trees, streetscapes, and landscaping will improve the site's quality and aesthetic appeal with pedestrian-oriented facades and wide sidewalks.

Bus Shelter (0.25 points)

The Euclid Improvements project collaborates with SamTrans and other local transit providers to discuss expanded or improved routes to serve the neighborhood better. The applicant proposes the construction of a new sheltered bus stop at the corner of Euclid and O'Connor. The transit shelter placement and construction require coordination with the City and SamTrans to determine a transit stop's suitability.



The purpose of a transit passenger shelter is to provide rider protection from the weather for those who are waiting to board transit vehicles. An attractive bus shelter that makes waiting for a bus a more pleasant experience encourages more transit ridership

Visual Improvements (0.25 points)

Proper lighting and signage will provide a safe, pedestrian-oriented environment that supports bicycle and walking trips. On-site parks and landscaping will provide an appealing setting to walk in. Wayfinding signage will help residents find amenities such as bike parking facilities, repair stands, public open spaces, cafes, passenger loading zones, and more.

Rideshare and TNC Passenger Loading Zone (0.5 points)

The project will install a convenient and attractive passenger loading zone near a centralized location for residents, visitors, guests, and staff. The loading zone will include appropriate signage and striping to designate the space. A loading/unloading area facilitates disembarking and embarking of guests and rideshare passengers.

Carshare Program (0.5 points)

The project will offer residents that do not own a personal vehicle and carshare program subsidy. Residents can use these subsidies for free or discounted access to nearby carshare vehicles such as Zipcar.

Proximity to Carshare Parking (0.25 points)

The project will consider options to add designated parking for a carsharing vehicle.

Carsharing would provide residents with access to vehicles for any time use. The project may host a parking location (on-site or off-site) for two neighborhood carshare vehicles (e.g., Zipcar) or similar services.

Delivery Amenities (0.5 points)

The project will provide a designated area near lobbies to receive deliveries for tenants. This space will enable tenants to order food, groceries, and packages online rather than making a vehicle trip to and from the site.

Unbundled/Paid Parking (6.5 points)

Property management will charge for parking separately from rent. Residents will pay tiered pricing for on-site parking[2]. Charging for on-site parking raises the costs of owning a personal vehicle and discourages residents from doing so by making transit and other mobility options more financially appealing.

Parking Reduction (0.25 points)

The project proposes to construct less parking than is required by code. Limiting parking availability discourages residents from owning a personal vehicle.

GreenTRIP Certification (0.25 points)

The project received a conditional GreenTRIP certification for meeting standards and to reduce vehicle trips, excessive parking, and greenhouse gases (29 percent less GHG).

Criteria include "daily household driving projected to be no more than 35 daily vehicle miles driven per household (44 percent fewer miles per day and 66 percent less driving than the regional average), a parking ratio of 1.5 spaces per unit or less, and the provision of at least one traffic reduction strategy. The project offers long-term and short-term bicycle parking and will participate in GreenTRIP's Transportation and Parking Survey for monitoring."

[2] The City may need to change its rules or acknowledge an exception processs to allow this since current municipal code does not allow decoupling.

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March 12, 2020

Planning Commission
City of East Palo Alto
2415 University Ave
East Palo Alto, CA 94303

Dear Commissioners,

We are pleased to announce that the **Woodland Park Euclid Improvements project by Woodland Park Communities qualifies for Conditional GreenTRIP Certification** based on the current proposed design and amenities dated October 29, 2019.

Our evaluation demonstrates that the project meets GreenTRIP standards for the Neighborhood place type with daily household driving projected to be no more than 35 daily vehicle miles driven per household, a parking ratio of 1.5 spaces per unit or less, and the provision of at least one traffic reduction strategy. The project offers long term and short term bicycle parking, and will participate in GreenTRIP's Transportation and Parking Survey for monitoring. Upon approval of these conditions, this project will join an esteemed group of certified projects with low traffic and excellent transportation amenities.

Since 1997, TransForm has been working for world class public transportation and walkable communities in the Bay Area and beyond. In 2008, TransForm launched GreenTRIP, a certification program for new residential development, focused on **T**raffic **R**eduction and **I**nnovative **P**arking. GreenTRIP certifies projects that will allow new residents to drive less while increasing their mobility in a variety of ways. When residents have access to affordable homes close to services, jobs and transit, and developments are designed with traffic reduction and innovative parking, there are benefits for all:

- Increased household transportation savings.
- Economic support for locally serving businesses.
- Less freeway traffic and fewer vehicle collisions.
- Improved public health through increased walking and better air quality.
- Greater demand and support of transit services.
- Reduced greenhouse gas emissions, supporting compliance with SB375 and AB32.

The project meets the GreenTRIP Certification Standards for the "Neighborhood" place type. The Place Type is determined according to definitions set forth by the Metropolitan Transportation Commission's (MTC) Station Area Planning Manual, 2007. GreenTRIP Certification standards are designed according to these Place Types and tailored to create a feasible yet innovative standard.

WOODLAND PARK – EUCLID IMPROVEMENTS

PARKING AND TRANSPORTATION DEMAND MANAGEMENT MEMORANDUM

Updated for design revisions submitted February 2024

Consulting Group
1617 Clay Street
Oakland, CA 94612
(510) 272-9597

APRIL 2024

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0.0 Prelude to Memorandum

At the city's request, this memorandum (which was prepared for the original application) has been updated to reflect the proposed revisions to the entitled project. The numbers in the memorandum have been updated to be consistent with the revision. The evaluation approach is the same as that used for the approved entitled project and the findings remain the same for the revised application.

1.0 Introduction

The purpose of this technical memorandum is to provide a peer review of the methodology used by GreenTRIP to estimate parking demand with and without the application of transportation demand management (TDM) measures for the proposed Woodland Park – Euclid Improvements project (proposed project). This memo also provides a preliminary assessment of whether the on-site parking supply and TDM plan would be expected to adequately serve residents without affecting surrounding parking supply on adjacent streets.

The project applicant is seeking a new zoning overlay with a new parking standard. The analysis presented in the memorandum are intended to support an appropriate parking rate for new multifamily housing developments in the proposed new zoning overlay district.

The applicant has submitted a TDM plan and GreenTRIP certification letter to provide a basis for demonstrating the proposed project's parking supply would adequately accommodate the expected residential parking demand. The GreenTRIP certification letter demonstrates the proposed project, with the implementation of the TDM plan, would result in a residential parking demand that is lower than the proposed parking supply.

1.1 Key Findings

CHS's review assessed the estimated project parking demand provided in the GreenTRIP certification letter. Based on this review, CHS concluded that parking demand for the proposed project would be less than both the minimum parking required by East Palo Alto Municipal Code[1] and the amount provided by the proposed project. CHS referred to the Institute of Transportation Engineers (ITE) Parking Generation Manual to estimate parking demand for the proposed project, which was within five percent of the GreenTRIP estimate for the proposed project without TDM measures. CHS used the methodology and research from the California Air Pollution Control Officers Association (CAPCOA)

[1] East Palo Alto Municipal Code Chapter 18.30.050 requires multifamily residential developments to provide 1.0 spaces per studio unit, 1.5 spaces per one-bedroom unit, 1.8 spaces per two-bedroom unit, 2.0 spaces per three-bedroom unit, and 0.2 spaces per unit for guest parking.

report, *Quantifying Greenhouse Gas Mitigation Measures* to estimate potential parking demand reductions. CHS determined the proposed project's TDM plan can reduce parking demand by 20 percent, which was identical to the parking demand reduction presented by GreenTRIP. Therefore, it was determined that the GreenTRIP estimate for project parking demand was accurate and generally aligned with established ITE and CAPCOA data and methodologies. Based on the GreenTRIP and ITE / CAPCOA estimates, the proposed project's 570 residential parking spaces would accommodate peak parking demand with a surplus of between 81 and 141 spaces.

1.2 Project Description

Sand Hill Property Company is proposing the Woodland Park – Euclid Improvement project in East Palo Alto. The project site occupies 3.9 acres on East Palo Alto's Westside, northwest of University Avenue and adjacent to Highway 101. The proposed project is generally bound by Manhattan Avenue, West Bayshore Road, O'Connor Street, and Euclid Avenue. The project site provides easy pedestrian and bike access to nearby employment sites, transit access, dining, shopping, and recreation.

The proposed project would replace several aging, outdated structures containing 160 rent-stabilized housing units and one single-family rental (non-RSO) with new mixed-income buildings containing 550 apartments. Without displacing existing residents, 160 of the 550 units (approximately 29%) would be deed-restricted rent-controlled, replacing the existing apartments one-for-one. The proposed project's 550 units would consist of 21 studio, 343 one-bedroom, 184 two-bedroom, one three-bedroom unit, and one four-bedroom unit. The proposed project would construct 570 on-site parking spaces for resident use in a two structured parking garages for each building (A and B). Building A will use mechanized parking which works in an automated manner to move and stack vehicles to maximize the number of stalls in the available space.[2] The project would also provide 72 on-street spaces along the project frontages, increasing existing on-street supply by 20 spaces. Private amenities space will be provided to residents, including meeting rooms, a business center, common areas, fitness center, and bicycle repair stations.

In addition to the rental housing, the proposed project would construct up to 2,609 square feet of ground-level retail uses, approximately 2,500 square feet of public community space, and a 9,355 square foot public park that will be primarily resident-serving spaces. No on-site parking would be provided for the proposed project's non-residential uses, who would be expected to use the 72 existing on-street parking spaces along the project frontages.

[2] Mechanical/stacked parking has been a common and well accepted practice in residential developments since the 1990's.

The City of East Palo Alto requires a TDM plan and analysis to justify the proposed parking ratio. The TDM plan was developed by TDM Specialists, Inc. The Woodland Park Euclid Improvements TDM Plan dated October 22, 2021, shows the proposed project's TDM plan earned more than the 10 points required by East Palo Alto. The TDM plan includes TDM communications, a TDM Coordinator, proximity to transit, proximity to commercial uses, participation in Commute.org or Transportation Management Association (TMA), transit pass subsidies for low-income residents, bicycle facilities, access improvements, proximity to carshare, delivery supportive amenities, and unbundled parking. The GreenTRIP certification letter dated April 19, 2022, shows the proposed project would meet the GreenTRIP certification requirements and is expected to generate parking demand for 0.89 spaces per unit with the implementation of the TDM plan, which is below the 1.03 spaces per unit provided by the proposed project.

2.0 GreenTRIP Certification

2.1 GreenTRIP Background

GreenTRIP is an innovative certification program launched by TransForm in 2008. GreenTRIP staff work with cities, developers, and communities to implement strategies like free transit passes and carshare memberships to reduce driving and prioritize space for people instead of parking. GreenTRIP started in the San Francisco Bay Area, but is developing partnerships, conducting empirical research, and building tools that can support communities throughout California and nationwide.

TransForm was founded in 1997 by Bay Area environmental and social justice groups that recognized the need to negate urban sprawl and redefine transportation in terms of access, health, justice, and sustainability. GreenTRIP initially focused on a certification program that would create new standards for development focused on parking and traffic, similar and complimentary to the U.S. Green Building Council's LEED certification.[3]

TransForm originally secured funding from the Bay Area Air Quality Management District's (BAAQMD) Climate Protection Grant Program and the Rockefeller Foundation in 2008 for a pilot test of GreenTRIP certification. GreenTRIP has since expanded beyond certification program to include research, stakeholder engagement and a parking database. GreenTRIP established an Advisory Committee,

[3] The U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) certification sets goals to reduce building contributions to global climate change, enhance individual human health, protect and restore water resources, protect and enhance biodiversity and ecosystem services, promote sustainability and regenerative material cycles, and enhance community quality of life.

representing a variety of stakeholder groups including city planners, developers, transportation/development consultants, academics, and transportation agency staff.

GreenTRIP conducts a wide range of research including, traffic benefits of affordable housing, transit and affordable housing, travel behavior by income and transit proximity, and transit pass use survey and implementation. The GreenTRIP Connect tool uses these data to predict travel and emissions models for statewide use.

GreenTRIP also hosts a parking database funded as part of the Metropolitan Transportation Commission's Regional Prosperity Plan. The GreenTRIP Parking Database hosts data on actual parking usage at 80 housing developments around the Bay Area. The publicly available database is intended for use by city staff and leaders, community groups, and housing developers to show how greater affordability, proximity to transit, and strategies like those in GreenTRIP certified buildings reduce the need for parking.

The GreenTRIP certification program benefits from their Parking Database. The use of parcel-level demographic data, detailed street network, transit data, and extensive online spatial platform make the GreenTRIP Connect tool a powerful analytical tool. The parcel-level data allows the tool to provide site specific walk and bicycle access measures. The actual street network can be used to model non-motorized transportation, such as bicycle networks. This makes the tool useful for modeling appropriate travel alternatives. However, the GreenTRIP parking model only applies in the San Francisco Bay Area and is based on the GreenTRIP Parking Database. The parking model calculations are based on the following building variables:

- Parking supply
- Average rent
- Parking price
- Average bedrooms per unit
- Transit passes
- Carshare memberships
- Neighborhood variables (block size [walkability], job density within 30-minute transit ride, and transit connectivity (frequency of transit)

The parking model also uses the formulas and principals outlined in the California Air Pollution Control Officers Association (CAPCOA) report, *Quantifying Greenhouse Gas Mitigation Measures*[4], which is the same document used to form the basis of CalEEMod and other environmental assessment tools.

[4] California Air Pollution Control Officers Association (CAPCOA) August 2010 report, *Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures*

The GreenTRIP Connect analysis tool is similar to the US Environmental Protection Agency (EPA) Smart Growth model that provides information about transit and pedestrian access to specific employment sites throughout the United States. The challenge for TransForm is to maintain an up-to-date database for travel and demographic data and extending the model to include other states outside of California. However, the tools are currently applicable to residential developments in California and more specifically municipalities in the Bay Area such as East Palo Alto.

CHS has used the GreenTRIP Connect tool and GreenTRIP Parking Database in the past to estimate parking demand and parking demand reductions for multi-family residential developments around the Bay Area. The data and methodologies used by GreenTRIP are based on empirical studies and observed travel behaviors in the Bay Area region, which provides an accurate assessment of local travel conditions and residential parking demand. The GreenTRIP Connect tool provides a limited set of TDM measures to assess potential reductions, which excludes many TDM measure options available to developers that can further reduce VMT and parking demand. However, the TDM measures GreenTRIP does incorporate (unbundled parking, transit pass subsidies, carshare subsidies, etc.) tend to have the greatest impact on reducing VMT and parking demand, which provides a reasonable assessment for the effectiveness of a development project's TDM plan.

2.2 GreenTRIP Project Assessment

GreenTRIP certified the proposed project in an April 19, 2022, certification letter based on the current proposed design and amenities dated October 22, 2021. GreenTRIP certification requires projects in a Neighborhood setting to generate no more than 35 daily vehicle miles driven per household, provide no more than 1.5 parking spaces per unit, and the provision of at least one traffic reduction strategy. As outlined in the certification letter, the proposed project would provide long and short-term bicycle parking and will participate in GreenTRIP's Transportation and Parking Survey for monitoring.

GreenTRIP estimates that residents of the proposed project would drive 21 miles per day per household, or 66 percent less than the Bay Area regional average of approximately 62 miles per household per day. GreenTRIP cites the proposed project's density, location, and proximity to transit as the primary reasons for this reduction in VMT.

The proposed project meets Green Trip certification requirements for residential parking as it will provide less than the 1.5 residential parking space per unit maximum. The proposed project would also meets the GreenTRIP certification requirements of at least 1.0 Class One and 0.2 Class Two spaces per unit. The proposed project would also provide at least one traffic reduction strategy for 40 years, including unbundled parking, subsidized transit passes for low-income residents, and subsidies for carshare memberships.

Figure 1 shows the GreenTRIP Connect tool estimates the proposed project would generate 26.07 miles per day per household and parking demand for 1.03 parking spaces per unit, without TDM measures. With the provision of unbundled parking, subsidized transit passes, subsidized carshare memberships, and on-site bicycle parking, the GreenTRIP Connect tool estimates the proposed project would generate 19.41 miles per day per household and parking demand for 0.89 parking spaces per unit. This equates to a 26 percent reduction in VMT and 20 percent reduction in parking demand.

Figure 1: GreenTRIP Connect Analysis Results

Scenario	Parking Demand[1]	VMT[2]
Project no TDM	1.03	26.07
Project with TDM	0.89	19.41
Difference (%)	**-20%**	**-26%**

Source: GreenTRIP Connect Conditional Certification by TransForm
Notes:
1. Parking Demand = demand generated per unit
2. VMT = vehicle miles traveled per day per household

To confirm the validity of the GreenTRIP VMT and parking reduction results, CHS conducted an independent calculation using the GreenTRIP Connect tool. CHS was able to replicate and verify the results as documented in the April 19, 2022, certification letter.

3.0 Project Parking Demand Evaluation

This section provides an evaluation of the proposed project's parking supply and demand. To estimate the proposed project's parking demand, CHS used the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th Edition and CAPCOA report, *Quantifying Greenhouse Gas Mitigation Measures*.

3.1 Institute of Transportation Engineers (ITE) Parking Generation

To estimate the proposed project's residential parking demand, CHS used the Multifamily Housing (Mid-Rise) land use (ITE Code 221) in a General Urban / Suburban setting with no nearby rail transit. This land use generates an average parking demand for 0.75 spaces per bedroom. Note that the ITE parking generate rate for the proposed project's residential land use is inclusive of the private onsite amenities (e.g., coworking library, game room, fitness center, etc.) and guest parking demand. **Figure 2** shows the proposed project's residential use would generate peak parking demand for up to 554 spaces or approximately 1.01 spaces per unit (554 occupied spaces / 550 units). Therefore, the project's

residential parking supply of 570 spaces would be expected to accommodate the peak residential parking demand for up to 560 spaces with a surplus of at least 10 spaces without TDM measures.[5]

Figure 2: ITE Parking Generation Estimate - Residential

Land Use	Size	Unit[1]	Rate[2]	Demand
Studio/1BR	364	du	0.75	273
2BR	184	du	1.5	276
3BR	1	du	2.25	2
4BR	1	du	3	3
Total	**550**	**du**	**1.01**	**554**

Source: ITE Parking Generation Manual, 5th Edition; Multi-Family Mid-Rise Residential (ITE Code 221) in a General Urban/Suburban setting with no nearby rail transit (greater than 0.5 miles).

Notes: 1. du = dwelling unit, 2. Occupied parking spaces per dwelling unit

CHS also estimated the parking demand for the proposed project's non-residential land uses, including ground-level retail, public community space, and public park. For the proposed project's 2,609 square feet of ground-level retail, CHS used the Shopping Center land use (ITE Code 820) in a General Urban / Suburban setting. This land use generates an average parking demand for 1.95 spaces per 1,000 square feet of occupied floor area on weekdays and 2.91 spaces per 1,000 square feet of occupied floor area on weekends. For the proposed project's 2,557 square feet of public community space, CHS used the Recreational Community Center land use (ITE Code 495) in a General Urban / Suburban setting. This land use generates an average parking demand for 2.07 spaces per 1,000 square feet of occupied floor area on weekdays and 4.00 spaces per 1,000 square feet of occupied floor area on weekends. For the proposed project's 9,355 square foot (0.215 acre) public park, CHS used the Public Park land use (ITE Code 411) in a General Urban / Suburban setting. This land use generates an average parking demand for 0.47 spaces per acre on weekdays and 1.21 spaces per acre on weekends. Note that CHS conservatively excluded potential internal trip capture reductions from project residents who are expected to use the non-residential land uses onsite and thus do not require additional parking. Additionally, the land use designations chosen to represent the Project's non-residential land uses are approximate and generally represent a conservatively high estimate. The project applicant expects many users will walk or bike to the non-residential land uses.

Figure 3 shows the proposed project's non-residential uses would generate peak parking demand for up to 18 spaces on a typical weekend day, including nearly 8 spaces for retail, 10 spaces for the public community center, and less than one space for the public park. Therefore, the project's non-residential

[5] The adjusted parking ratio increased from 0.98 to 1.02 spaces per dwelling unit due to a change in unit mix, but the ratio remains under the level established for GreenTrip Certification and Project entitlement of 1.03 spaces per unit.

parking demand nearly 18 spaces would be accommodated by the 72 on-street parking spaces along the project frontages. Furthermore, the proposed project's residential and non-residential land uses are complimentary in terms of parking, as the non-residential parking demand peaks during the midday period when residential parking demand is lowest.

Figure 3: ITE Parking Generation Estimate – Non-Residential

Land Use	Size	Unit	Weekday		Weekend	
			Rate[1]	Demand	Rate[1]	Demand
Retail	2,609	square feet	1.95	5.1	2.91	7.6
Public Community Space	2,557	square feet	2.07	5.3	4.00	10.2
Public Park	0.215	acres	0.47	0.5	1.21	0.2
Total			**-**	**10.8**	**-**	**18.0**

Source: ITE Parking Generation Manual, 5th Edition; Shopping Center (ITE Code 820) in a General Urban/Suburban setting.
Notes: 1. Occupied parking spaces per 1,000 square feet of occupied floor area or per acre

3.2 TDM Parking Demand Reductions

To evaluate the effectiveness of TDM measures to reduce parking demand, CHS used the CAPCOA report, *Quantifying Greenhouse Gas Mitigation Measures* to estimate the potential parking demand reductions resulting from the proposed project's TDM plan. The CAPCOA report establishes maximum reduction caps for development projects based on their place type, including urban (75 percent), compact infill (40 percent), suburban center (20 percent), and suburban (15 percent) place types. The proposed project's location as defined by CAPCOA would be suburban center, as it is located approximately 20 miles or more from a regional central business district, has two-story typical building heights, a typical street grid pattern, somewhat constrained on-street parking, low parking pricing (if priced at all), and bus service with 30-minute headways. Therefore, the proposed project would have a maximum reduction cap of 20 percent due to its suburban center setting.

The CAPCOA methodology also groups TDM strategies into four categories that have their own individual maximum reduction cap, including Land Use / Location (10 percent), Neighborhood / Site Enhancement (5 percent), Parking Policy / Pricing (20 percent), and Commute Trip Reduction (CTR) strategies (15 percent). Despite each of the subcategory maximum reduction caps adding up to a 50 percent reduction, the 20 percent global reduction cap for suburban center applies. Therefore, the proposed project would not benefit from additional TDM measures after reaching the 20 percent global cap. **Figure 4** shows the proposed project's TDM plan is expected to reduce VMT and parking demand by up to 20 percent based on CAPCOA methodology.

Figure 4: CAPCOA TDM Reduction Estimate

TDM Measure / Strategy	Reduction Range	Project Reduction	Description
Land Use / Location			
Density	0.8-30%	30%	175 units / acre (*7.6 units / acre Suburban avg.*)
Diversity	6.7-20%	1%	97% Residential, 1% Retail, & 2% Public Park
Transit Accessibility	0.5-25.5%	1%	2.2 miles to rail transit stop
Land Use / Location Subtotal	***0-10%***	***10%***	
Neighborhood / Site Enhancements			
Pedestrian Network Improvements	0-2%	2%	Project provides pedestrian improvements onsite and connecting off-site
Carshare Subsidy / Program	0-1%	1%	Carshare membership subsidy and 2 onsite carshare vehicles
Neighborhood / Site Enhancement Subtotal	***0-5%***	***3%***	
Parking Policy / Pricing			
Unbundled Parking Costs	0-13%	6%	$50 / month / space
Parking Policy / Pricing Subtotal	***0-20%***	***6%***	
Commute Trip Reduction (CTR) Programs			
Required CTR Program	4.2-21%	21%	TDM Coordinator, TMA, bicycle facilities, commute assistance and ridematching, onsite amenities
Transit Fare Subsidy	0-20%	2%	$50 transit fare subsidy to low-income residents (26%)
CTR Marketing	0.8-4%	4%	TDM orientation, education or materials, distribution of transit, wayfinding, and other TDM information
Land Use / Location Subtotal	***0-15%***	***15%***	
TDM Program Total	**0-20%**	**20%**	

Source: California Air Pollution Control Officers Association (CAPCOA) August 2010 report, *Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures;* CHS Consulting Group, 2022.

As shown in **Figure 4**, the proposed project's Land Use / Location strategies are expected to reduce demand by a combined 10 percent, Neighborhood / Site Enhancement strategies are expected to reduce demand by a combined two percent, Parking Policy / Pricing strategies are expected to reduce

demand by up to six percent, and CTR strategies are expected to reduce demand by up to 15 percent. However, due to the cross-category and global maximum caps, the proposed project is expected to reduce demand by 20 percent.

Figure 5 compares the results of the ITE and CAPCOA parking demand and reduction estimates to the GreenTRIP results from **Figure 1**. The GreenTRIP Connect tool estimates the parking demand for the proposed project without TDM would be 1.03 spaces per unit, which is 0.01 spaces per unit or one percent higher than ITE estimates. GreenTRIP estimates the project's TDM measures would reduce parking demand by 20 percent to 0.89 spaces per unit. Whereas ITE estimates the parking demand for the proposed project without TDM would be 1.01 spaces per unit and with TDM measures would reduce parking demand by 20 percent to 0.81 spaces per unit. Therefore, the GreenTRIP estimate is well within range of the ITE and CAPCOA results with both estimating the proposed project's TDM plan would reduce parking demand 20 percent.

Figure 5: Parking Demand Reduction Estimate Comparison

Scenario	Parking Demand per Unit	
	GreenTRIP	ITE/CAPCOA
Project no TDM	1.03	1.01[1]
Project with TDM	0.89	0.81
TDM Reduction (%)	**-20%**	**-20%**[2]

Notes:

1. Based on ITE Parking Generation Estimate from **Figure 2**
2. CAPCOA methodology sets maximum reduction cap at 20% for projects in suburban settings due to limited access to transit and other alternative modes (e.g., walking, biking, etc.)

Figure 7 shows the estimated parking demand with TDM from both the GreenTRIP and ITE / CAPCOA methodologies, which shows the proposed project's 570 residential parking spaces would accommodate peak demand with a surplus of between 81 and 141 spaces.

Figure 6: Project Residential Parking Demand with TDM Reductions

Land Use	Size	Unit	GreenTRIP		ITE / CAPCOA	
			Rate	Demand	Rate	Demand
Residential	550	du	0.89	490	0.78	429
Proposed Residential Parking Supply			**570**			
Surplus / (Deficit)			**81**		**141**	

Source: CHS Consulting Group, 2022

4.0 Conclusions

Based on the results of the peer review, CHS concurs that the anticipated parking demand of the proposed project is less than the parking supply proposed for the project. While the unit mix for the project has changed from the original submittal, the parking demand remains less than the proposed supply. Furthermore, the ITE, GreenTrip and CAPCOA methodologies are more accurate in the estimation of future parking demand than reliance on the City's existing municipal code, which would result in a significant oversupply of parking spaces.

Specifically, the GreenTRIP parking demand estimate without TDM measures is within one percent of the ITE parking demand estimate. Additionally, the 20 percent reduction in parking demand estimated by GreenTRIP methodology from proposed TDM measures is identical to the estimate CHS calculated using CAPCOA methodology.

5.0 About CHS Consulting Group

CHS Consulting Group is a Northern California-based multimodal transportation planning and engineering firm that offers more than 20 years' experience in parking studies, ranging from supply and demand analyses, shared parking, and demand management strategies to revenue and cost effectiveness analyses and concept design. We work with both public agencies and private developers to develop strategies for future development projects, as well as the community's sustainability and access goals. Understanding the true demand for parking is key to creating more livable communities, achieving reductions in VMT, and ultimately addressing California's ongoing housing crisis. Our Parking Principal and Proposed Project Manager, Terri O'Connor, offers a broad range of experience in working with local communities such as the Cities of Berkeley and Napa and the Town of Windsor to understand the impact of their current parking regulations and help them draft new ones. She also understands the complexities in planning for transit oriented developments, and her extensive experience in working on regional parking policy development for MTC gives her a well-rounded background in supporting smart growth and pricing mechanisms to support the success of downtown areas and encourage the use of alternative modes of transportation.

The CHS team has a broad range of experience with parking analysis, surveys, and operations, as well as extensive work on parking management and development projects in downtown areas. Key personnel include:

Terri O'Connor, Principal Planner, and Parking and TDM Sector Lead

Terri has 20 years of experience as a transportation planner in California and the western United States. Her consulting work emphasizes a community-based consensus-building process to develop guiding principles, which are used to steer the development of future parking and TDM plans. She has worked

in urban, suburban, small-town, and college town communities, for affordable housing and market-rate developers, as well as public agencies and private employers.

Parking Management Plans & Studies

Terri has worked with many jurisdictions in California on the comprehensive soup to nuts development of parking management plans as well as focused studies including the development of guiding principles, stakeholder engagement strategy, data collection and analysis, strategy development/ recommendations, and implementation plans, which have included demand models, demand management and parking requirement strategies, operational and parking technology, and financial assessments.

- Most recently Terri has provided curb management strategies for the Town of Windsor in advance of the SMART rail service to their downtown area and is putting the finishing touches on a plan focused on shared parking between Napa's Downtown and Oxbow District which would also connect the district's destinations and parking supplies with an eShuttle.
- Prior to that, she led the grant-funded goBerkeley demand responsive parking study and Berkeley SmartSPACE Residential shared parking pilot (RSPP); both were data- and engagement-intensive studies.

Parking Reform Analysis and Curb Management

- Terri recently completed a project with the City of Berkeley to determine how existing off-street parking regulations match actual demand. The study included outreach to and a survey of property managers for multifamily housing developments in the City, socioeconomic analysis, site selection, and parking data collection. The results supported the city's desire to reduce/eliminate minimum parking requirements for multifamily housing
- Terri is currently leading a CHS team advising Redwood City as they update their Downtown Precise Plan (DTPP), particularly in the area of parking reform and developing and researching state-of-the-practice for communities that retain/use in-lieu fees to foster favorable shared parking arrangements for the public. This work builds off of the Downtown Parking Management plan effort that Terri led for the City in 2013/4.
- Terri is also the parking lead for the Ventura-Cahuenga Boulevard Specific Plan Transportation Project for the LA City Planning Department, where she developed curb management best practices, corridor parking management strategies, and a parking rate strategy based on occupied land use in mixed-use pedestrian-oriented districts.

Transit Oriented Development/Transit Oriented Communities

- Terri recently completed a Parking and TDM plan for the Berryessa BART Urban Village for the City of San José. The goal of the plan was to accommodate an aggressively low non-SOV mode split of 35% in support of the Envision San José 2040 General Plan. The plan included a shared

parking district, unbundled parking, parking fees, elimination of parking requirements and several TDM measures (secure bike facilities, transit passes, mobility wallet, carpool matching, etc.) and a TMA business plan.

- Terri has also worked extensively with VTA directly in parking policy development for their TODs and on consultant teams for the upcoming Silicon Valley BART Stations (28th Street/LIttle Portugal, Santa Clara, and Downtown San José) in the right-sizing parking strategy and shared mobility district (SMD) concepts.

Gary Hsueh, Principal Planner and CHS Director of Mobility

Gary has 19 years of experience as transportation planner. He leads CHS projects in Transportation Demand Management (TDM), transit, and emerging mobility for CHS. He is currently designing and implementing a mode-shift pilot program for SFMTA that was launched in January 2022. The program has gained substantial number of participants than originally planned and is currently gone through mid-term evaluation and program adjustment. He is also the CHS Project Manager for the Marin County TDM Program. This TDM Program involves both program update and annual monitoring and reporting. This TDM Program uses RideAmigo platform to outreach employees and residents in Marin County and also includes a special target for those who are travelling SR 37 to Marin County. Prior to joining CHS, he directed the Federal Transit Administration (FTA) sponsored Mobility On-Demand Sandbox Demonstration project that involved 4 local cities and created a software platform featuring real time multi-modal trip planning with commute benefits and integrating it with an existing commute management.

Ben Miller, Lead Transportation Planner Parking/TDM Analyst

Ben is a transportation planner with 5 years' experience in providing multi-modal transportation impact analyses, transit service planning, and parking and transportation demand management programs. He has used his expertise in geographic information systems (GIS) and spatial analysis to develop location-specific shared parking demand models for public agencies and ultimately reduce the need for new public parking facilities. He has also done numerous parking and TDM studies for proposed developments, analyzing nearby parking utilization to demonstrate true parking need and avoid negative impacts on adjacent local business owners and nearby residents.

Ben is currently creating a parking model for the John Muir Health team for the redevelopment and master planning of their Concord medical campus. As part of this effort Ben is reviewing the existing campus TDM program to assess the current effectiveness of TDM measures and provide

recommendations to improve effectiveness of each measure and increase overall employee participation.

Ben has also recently helped the City of Napa develop a parking management and mobility strategy based on policy and transportation context and anticipated parking demand in partnership with existing planned efforts in the City's Downtown and Oxbow neighborhoods. Ben was responsible for developing shared parking models for each neighborhood to analyze the potential impacts of proposed parking management and mobility strategies under existing and future year conditions.

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June 2024

Woodland Park Euclid Improvements
Community Outreach Summary

The Euclid Improvements received unanimous City Council approval in November 2022. Prior to this approval, we held over 40 community meetings, information booths, and listening sessions, and participated in over 20 public hearings between the Planning Commission, Rent Stabilization Board, and the City Council.

Even after receiving approval, we continued outreach to our residents, neighbors, and community members in the following forms:

- **Direct outreach**: Meetings with residents, neighbors, and community members to discuss general project updates, the relocation process, and/or the design revisions
- **Indirect outreach**: Communications with residents about project updates
- **Other community activities**: Hosting or participating in local events in which our community engagement team can receive feedback for answer questions

All meetings are hosted with bilingual staff and simultaneous English-Spanish translation.

As part of our design revisions, we have been asked to provide a summary of our outreach to residents, neighbors, and community members in the recent past:

Direct outreach

- Euclid Improvements Community Meeting – June 13, 2024 at KIPP Valiant Community Prep.
  - Meeting to discuss the project and the design revisions and answer questions
  - Outreach via mail notices to all property owners within 600 feet of development parcels (2x City requirement), posted notices in common areas of all Woodland Park buildings, posted notices in management offices and on signage outside the development area.
  - Attendance included Woodland Park residents, local property owners / neighbors, other interested community members
  - The meeting ran roughly two hours and agenda included review of project history, update on project, and overview of significant changes. Then informal walkthrough of project information, site plans, and renderings with questions & answers afterwards.

- Euclid Improvements Info Session (*future*) – June 26, 2024 at 2041 Euclid Ave.
  - Meeting to discuss the project, relocation, and potential design revisions.
  - Outreach via mail and hand-noticing to select Improvement Area households (Phase 3)

- Euclid Improvements Info Session – April 16, 2024 at 2041 Euclid Ave.
  - Meeting to discuss the project, relocation, and potential design revisions.
  - Outreach via mail and hand-noticing to select Improvement Area households (Phase 2)

- Euclid Improvements Info Session – February 27, 2024 at 2041 Euclid Ave.
  - Meeting to discuss the project, relocation, and potential design revisions.
  - Outreach via mail and hand-noticing to select Improvement Area households (Phase 1)

- Euclid Improvements Info Session – February 4, 2024 at 2041 Euclid Ave.
  - Meeting to discuss the project, relocation, and potential design revisions.
  - Outreach via mail and hand-noticing to all Euclid Improvement Area households

- Euclid Improvements Community Meeting – Feb 1, 2024 at KIPP Valiant Community Prep.
  - Meeting to discuss the project, relocation, and potential design revisions.
  - Outreach via mail and hand-noticing to all Euclid Improvement Area households

- Euclid Improvements Notice of Design Revisions Signage – Outside 2001 Manhattan Ave.
  - Large sign posted in development area with map of site, updated design rendering, summary of design changes, and applicant and City contact information.

- Prior Direct Engagement – 2016-2023
  - Dozens of meetings to discuss project plans, seek feedback and input, and answer questions from residents, neighbors, and community members.

Indirect outreach

- Winter Newsletter – November 29, 2023
  - Posted on door of all Woodland Park units; highlighted Euclid Improvements updates.

- Summer Newsletter – June 14, 2024
  - Posted on door of all Woodland Park units; highlighted Euclid Improvements updates.

Other community activities

- Celebrating the Village – March 16, 2024 at East Palo Alto Senior Center
  - Community event with local organizations. Gathered feedback and answered questions.

- Community Resource Fair – April 29, 2024 at KIPP Valiant Community Prep
  - Community event with local organizations. Gathered feedback and answered questions.

- Cinco de Mayo Festival – May 5, 2024
  - Community event with local organizations. Gathered feedback and answered questions.

- Tenant Advisory Committee – meets every two months
  - Group of tenants provides advice and feedback related to community engagement, neighborhood improvements, and future development

Appendices

Appendix A – Notice of June 13 Community Meeting

Appendix B – Pictures from June 13 Community Meeting

Appendix C – Notice of Design Revisions Signage

Appendix D – Pictures from Previous Community Meetings

Appendix E – Community Involvement Strategy Summary from 2019

Woodland Park
COMMUNITIES
SAND HILL PROPERTY COMPANY
5 Newell Court | East Palo Alto, California 94303
www.nodisplacement.com

With 4 years of community meetings, public hearings, and discussions with the City of EPA, we received City approval for the Euclid Improvements project in November 2022. During this period, construction costs and interest rates have increased. In order to ensure our ability to finance and build the project, we have decreased the number of residential units. This has allowed us to reduce the maximum building height and find opportunities to increase amenities on site. As we continue to uphold our commitments to our community and to no displacement, there will be NO changes to the Relocation Plan or the community commitments in our Development Agreement with the City of EPA.

Woodland Park Communities invites you to a public meeting to discuss these design revisions:

Notice of Community Meeting
Thursday, June 13, 2024, 7:00 – 8:30 pm
KIPP Valiant Community Prep School, 620 Willow Rd, Menlo Park, CA 94025

Project description: With no displacement, we propose to replace several aging, outdated structures with new mixed-income buildings. Please see a project site map below. The changes include a reduction in units from 605 to 551, changes in height including reduction in maximum height from 13 stories to 8 stories, no change to off-street parking ratio, and increasing on-street parking.

We believe that the Euclid Improvements will be a great addition to the Westside and the City of East Palo Alto, and help fulfill the vision of the City of East Palo Alto's Westside Area Plan. We look forward to providing a project update, and expect to start construction next year.



Woodland Park
COMMUNITIES
SAND HILL PROPERTY COMPANY
5 Newell Court | East Palo Alto, California 94303
www.nodisplacement.com

Después de 4 años de reuniones comunitarias, audiencias/foros públicos y diálogos con la Ciudad de EPA, recibimos la aprobación de la Ciudad para el proyecto de las Mejoras Euclid en noviembre 2022. Durante este período, los costos de construcción y las tasas de interés aumentaron. Para garantizar nuestra capacidad de financiar y construir el proyecto, hemos reducido el número de unidades residenciales. Esto nos ha permitido reducir la altura máxima del edificio y tomar oportunidades para aumentar las comodidades del sitio. A medida que continuamos manteniendo nuestros compromisos con nuestra comunidad y con el no desplazamiento, NO habrá cambios en el Plan de Reubicación ni en los Compromisos Comunitarios en nuestro Acuerdo de Desarrollo con la Ciudad de EPA.

Woodland Park Communities le invita a una reunión pública para dialogar sobre estas revisiones al diseño:

Aviso de Reunión Comunitaria
jueves 13 de junio de 2024, de 7:00 a 8:30 pm
KIPP Valiant Community Prep School, 620 Willow Rd, Menlo Park, CA 94025

Descripción del proyecto: Sin desplazamiento, proponemos reemplazar varias estructuras obsoletas y envejecidas con nuevos edificios de ingresos mixtos. Véase el mapa del proyecto a bajo. Los cambios incluyen una reducción de unidades de 605 a 551, cambios en la altura, incluida la reducción de la altura máxima de 13 pisos a 8 pisos, ningún cambio en la proporción de estacionamiento en el proyecto, y un aumento del estacionamiento en la vía pública.

Creemos que las Mejoras de Euclid serán una gran adición al Westside y a la ciudad de East Palo Alto, y ayudarán a cumplir la visión del Plan del Área del Westside de la ciudad de East Palo Alto. Esperamos poder brindar una actualización del proyecto y comenzar la construcción el año próximo.



Appendix B – Pictures from June 13 Community Meeting








Eat a Rainbow

Appendix C – Notice of Design Revisions Signage




City of East Palo Alto
NOTICE OF DESIGN REVISION

Appendix D – Pictures from Previous Community Meetings










EXIT


Woodland Park Communities
Eat A Rainbow
OMITE
Viviendas Accesibles
Control De Renta
No Desplazamiento



STUDIO O
CREATING IMPACT, BY DESIGN

EMILY WEINSTEIN CONSULTING
PEOPLE + PLACES

6. Community Involvement Strategy

Date: September 18, 2019

To: Mike Kramer (Woodland Park Communities)

From: Liz Ogbu (Studio O) and Emily Weinstein (Emily Weinstein Consulting)

Subject: Community Involvement Strategy Report

Introduction

Just over three years ago, Woodland Park Communities, an affiliate of Sand Hill Property Company, acquired the Woodland Park Apartments in East Palo Alto. As a local, family owned business with a long-term approach, they are committed to the East Palo Alto community and increasing the quality of life for their tenants. As part of this commitment, in 2017, Woodland Park Communities engaged two social impact firms, Studio O and Emily Weinstein Consulting to provide ongoing strategic guidance.

Woodland Park Communities has a deep understanding of the history of the Westside of East Palo Alto and the harmful legacy of the previous property owners. Working with Studio O and Emily Weinstein Consulting (refer to page 78 for more specific information about the team), they have committed to helping rebuild the trust of their tenants by listening and responding to tenants' needs and launching new community building efforts. As Woodland Park Communities determined there was a need to improve housing and replace certain buildings, this commitment extended to engaging in a community informed planning process for both short- and long-term property improvements, including committing to a No Displacement approach.

This report details our approach to community engagement and the community involvement strategy from 2017 to now, including the strategy around the Euclid Improvements. Specific data around the type of engagement efforts and the number of participants in these efforts can be found on page 74. We and Woodland Park Communities expect to continue the robust community involvement strategy into the future.

Community Engagement Approach at Woodland Park

We know that community engagement tends to have limited effectiveness when it is done as short-term community outreach. Our work with Woodland Park Communities has been rooted in a commitment to relational – as opposed to transactional – outreach rooted in the creation of long-term partnerships with Woodland Park tenants and East Palo Alto residents and organizations. We believe that this is critical to ensuring meaningful improvements to the quality of life on the Westside. This commitment is not just for the sake of the Euclid Improvements application; it is something that Woodland Park Communities has prioritized since they acquired the property and that we have been working to support on an ongoing basis.

Led by Liz Ogbu and Emily Weinstein and a team of full time, bilingual community engagement staff located on the site, the Woodland Park community engagement approach takes into account the following fundamental principles:

- Listen
- Repair community relationships
- Foster trust
- Create opportunities for community building
- Engage around community informed plans

Listen

In the winter of 2017, Woodland Park Communities embarked on a series of tenant listening sessions. These listening sessions, of approximately 10-15 tenants provided an opportunity for Woodland Park Communities to learn more about its tenants, their daily habits, their aspirations and their needs in a small group setting. In total, the community engagement staff met with nearly 150 tenants over a three-month period.

In response to the success of the listening sessions, Woodland Park Communities launched monthly "cafecitos," small morning or afternoon get togethers located in key gathering areas on site. People gather to meet over light refreshments with the Community Engagement Manager to share their ideas and concerns for the property, and learn more about what is happening on site. These monthly gatherings help create an open dialogue between tenants, property management and Woodland Park Communities.

In an effort to continue to listen to tenants and better understand how to respond to their needs, Woodland Park Communities hosts regular community dinners, focused on specific themes such as safety, public spaces, youth and family programming, the future of the Westside, etc. At all the community dinners participants divide up into facilitated discussion groups to ensure collaboration and authentic conversations. It also enables the opportunity for a broader diversity of voices to be heard. We understand that people have different preferences in how to best express their thoughts, so feedback is captured through a variety of tools including comment cards, interactive activities, dot voting, post-its and facilitation guides.

Repair Community Relationships

Based on input from tenants it became clear that the relationship between property management and the tenants was strained in part by a lack of cultural competency and sensitivity around language and cultural needs. As a result, Woodland Park Communities hired new Spanish speaking management staff as well as a new security company with bilingual security guards. The change to bilingual staff has allowed property management to be more responsive to tenants needs and create a more welcoming environment for tenants. The change to a bilingual security company has provided a safer environment for tenants.

In addition to improved on-site relationships, Woodland Park Communities has prioritized forging strong relationships with East Palo Alto-based organizations to improve access to programs and services on the Westside and to improve relationships between property ownership and important community institutions. Our team has worked with Woodland Park Communities to provide on-site programs in

partnership with community organizations, including the East Palo Alto Family YMCA, EPACENTER Arts, Fresh Approach, the East Palo Alto branch of the San Mateo County Libraries, and the Peninsula Humane Society and SPCA. To further support this work, the Woodland Park Communities Foundation was created. It is dedicated to funding local non-profit organizations. To date, the Foundation has given more than 30 grants to local organizations and events.

Foster Trust

Fostering a sense of trust between Woodland Park Communities and the tenants is crucial given the historical tension between the community and previous property owners, and tenants' concerns about housing affordability and gentrification. From the beginning, Woodland Park Communities has been clear about their commitment to **No Displacement** and backed up this commitment by communicating regularly and consistently and putting everything in writing. We've supported Woodland Park Communities in creating a variety of communication materials in Spanish and English including a quarterly newsletter, Frequently Asked Questions, Relocation Commitments for the Euclid Improvements, and Project Handouts.

Additionally, Woodland Park Communities has created Core Principles based on feedback from the engagement process. These principles are intended to respond to the community's fears around real estate development and ensure that the commitments are well understood by the community. The Core Principles have been emphasized in all written materials:

1. No Displacement
2. Preserve Housing Affordability + Stability*
3. Community Informed Plan
4. Better Parking and Mobility
5. Safer, Healthier Buildings

*This is a new core principle that we've added in Summer 2019 based on community feedback during the Pre-Application process.

Create Opportunities for Community Building

A key component of fostering a healthy community is community building. A connected community is a stronger community. And early conversations with tenants revealed a strong desire for more places in which people could come together. Woodland Park Communities has understood that it has an important role to play in providing opportunities for community to come together, and so an important part of the community involvement strategy has been to come up with and implement events and spaces in which that could occur.

From early in its tenure, Woodland Park Communities has hosted events regularly throughout the property. In particular, it has utilized a large site at Newell Street and West Bayshore Road to host quarterly free events for tenants, from Fall Harvest Festivals to an annual Back-to-School event. Additional events/activities including holiday celebrations, summer kick-offs, community resource fairs, and monthly bookmobile visits have been part of the amenities that Woodland Park Communities, led by the Community Engagement Team, has put in place.

In addition to particular activities, shaping temporary spaces that can support community building has also been an important part of the community involvement strategy. There is no park on the Westside of East Palo Alto. What's more, other spaces that could help foster healthy living and safe play are located on the east side of the City. Early engagement activities like the Listening Sessions revealed that many tenants desired places to be healthy and active, gather with family and friends, and know that their children could play safely, all that were closer to their homes.

Together with Woodland Park Communities, we identified two underdeveloped spaces that could be converted into temporary popup community spaces. These two sites were co-designed with tenants through interactive activities across several community dinners and events. Since their opening, Boom Pop Park (corner of Donohoe Street and West Bayshore Boulevard; opened September 2018) and Bridge Pop Park (corner of Newell Street and West Bayshore Road; opened August 2019) have been wildly successful. They have also become staging grounds, along with the Cabana on Newell, for a similarly successful partnership with the YMCA, which provides classes at no cost to participants in yoga, Zumba, and boot camp at the sites 5 times a week. In short, there are now places close to tenants' homes in which to play safely, exercise, and gather.

Engage around community informed plans

The Woodland Park buildings are between 50 and over 100 years old. Though Woodland Park Communities has been making incremental improvements, it has become clear that maintenance and small-scale improvements alone won't be enough to keep up the buildings and the shared spaces at the high quality that the community deserves. In Summer 2018, Woodland Park Communities began a process of exploring the redevelopment of buildings known as the Euclid Improvements. Since then, our team has helped to establish a dialog between Woodland Park Communities and the Improvement Area tenants, the broader Woodland Park community, and other local stakeholders that focused in particular on a review and discussion of the Westside Area Plan, the development and fulfillment of Core Principles for the project, and key components for the Euclid Improvements. Throughout this process and moving forward, the hope is to make improvements in a way that improves the quality of life for the Improvement Area tenants, all Woodland Park tenants, and the wider East Palo Alto community.

Working from the Core Principles (noted above) we have worked with the tenants to create a preliminary plan for the Euclid Improvements. The plan has included a process for co-creating Relocation Commitments with tenants living in the Euclid Improvement area and community design meetings to influence the Euclid Improvement program and design. Below is a description of these meetings and the main takeaways.

Co-created Relocation Commitments

As noted earlier, fostering trust has been a critical aspect of the community involvement work. We all know that conversations about redevelopment often trigger fears of displacement. From the beginning, Woodland Park Communities has committed to No Displacement, but it also understands that building trust is an ongoing process. And although a formal relocation plan will be developed and submitted to the City when it comes time for project approval, it was important to start to develop a robust set of relocation commitments now. Therefore, through a series of 4 meetings with Improvement Area tenants, a series of relocation commitments were created, vetted, and refined. (A more detailed breakdown of those

commitments as well as how they were adapted in response to feedback can be found in Section 4 – **Tenant Protection and Community Housing Preservation Plan** on page 20.)

What we heard: Because of previous owners, tenants may be wary to trust our promises about relocation and No Displacement. Additionally, there is a desire to preserve housing affordability and stability, especially for long-time residents.

What we're proposing:

- Created Relocation Commitments with input from Improvement Area Tenants
- Will issue all relocation commitments in writing, signed by the ownership
- Have been and will continue to work with the East Palo Alto Rent Board, City staff, Community Legal Services of East Palo Alto, and other stakeholders
- Relocation Commitment highlights include
  - The right to a replacement apartment at Woodland Park during construction and a right of return to the new apartments
  - Guarantees to pay the same rent that they otherwise would be paying and to receive an apartment with the same number of bedrooms
  - Moves by a qualified, insured moving company fully paid for by Woodland Park
- The complete set of relocation commitments can be viewed at www.nodisplacement.com/committments/

Community Design meetings

From the time that the Pre-Application process started in January 2019, and building off of the meetings that occurred in Summer 2018, there have been a series of 4 meetings to engage tenants and the broader East Palo Alto community in a discussion of key components of the design. Features of the project that people were most engaged in shaping included the new park, community space and neighborhood retail, better parking and mobility options, and increased safety. All of these elements have been incorporated into the plans being submitted as part of the application. The input provided by the community greatly improved the design elements being proposed. Below are the main takeaways from the community design meetings and the way in which Woodland Park has incorporated feedback:

- Parking & Getting Around

  What we heard: Tenants and neighbors often find traffic and parking challenging, and alternate transit options tend to be limited and often not convenient.

  How we're responding:

  - Planning to work with City to perform full traffic study as part of the Environmental Impact Report
  - Will implement a Transportation Demand Management (TDM) Plan with a variety of transportation options, including ride share
  - Working with local agencies to improve transit options and include a new bus stop on site
  - Making it easier and safer to walk and bike through better street design and amenities
  - Seeking parking agreements with local property owners that have surplus parking

- Increasing off-street parking with a central garage, and planning to increase on-street parking in partnership with the City

- Neighborhood Parks and Community Spaces + Retail

  What we heard: The neighborhood needs more public spaces, including a park that can host a wide variety of activities from kids' play area and fitness space to a place for tenants to hold parties. There's also a desire for more neighborhood-serving retail.

  What we're proposing:

  - Including a neighborhood park as part of the Euclid Improvements
  - Providing additional multiple use public spaces to allow for spaces to be used for a greater variety of activities at different times
  - Providing flexible and appropriately sized spaces for both community and retail activities
  - Designing the community space to open out onto the park to provide greater access to both the community space and the park
  - Including neighborhood-serving retail space, with locally focused options like a convenience store, cafe, clinic, or pharmacy.

Conclusion and Moving Forward

The result of these efforts has been a deepening of trust between tenants, Woodland Park Communities and property management and a greater understanding of how to improve the quality of life at Woodland Park in way that is community-centered. Specifically, it has resulted in:

- Co-created Relocation Commitments for the Euclid Improvements
- A Euclid Improvement planning application that reflects responses to community input
- Increased family resources and programming on site
- Two temporary pop up parks for the communities' enjoyment
- Ongoing communications and community building opportunities

As noted earlier, Woodland Park Communities views ongoing proactive and deep community engagement as fundamental part of existing in this community. Looking forward, Studio O, Emily Weinstein Consulting, and the community engagement team will continue to support that work by maintaining the system of community partnerships, engagement materials, events and spaces. Plans are underway to create a tenant advisory council to provide another mechanism for Woodland Park Communities and tenants to be in dialogue. Furthermore, as it relates to the Euclid Improvements, there will be additional community design meetings to inform and get additional input about the overall design, additional meetings with Improvement Area tenants to inform and get input about more specific elements of the design and development process, participation in relevant public hearings, and stakeholder meetings with key community, city, and regional stakeholders.

Previous and Ongoing Community Engagement

Since Woodland Park Communities purchased the property, they have prioritized community engagement and frequent tenant communications. Below is a partial list of these efforts:

Staffing

- Hired bilingual community engagement team, including full time on-site Community Engagement Manager, Teresa Morales, in 2017.
- Expanded community engagement team in 2018.
- Hired 5 community "promotoras" who are tenant leaders who assist with communications and outreach

Meetings/Engagement Sessions

- *Town Hall Meetings*. Four (4) meetings in February 2016 to introduce new ownership, hear tenants' and neighbors' concerns, and answer questions.
- *Listening Sessions*. Eighteen (18) focused sessions held between October 2017 and January 2018. We heard from 120 adults and 58 youth. The Listening Sessions offered an intimate setting to better understand tenants' needs, discuss the issues most pressing to tenants, and create a vision for how Woodland Park can best evolve.
- *Cafecitos*. Twenty (20) small morning gatherings for tenants and neighbors to meet over light refreshments with the Community Engagement Manager and review new materials. They are held monthly both on the north and south sides of University Avenue. To date, we have heard from over 140 adults and 65 youth. The series of cafecitos is ongoing.
- *Community Dinners*. Fourteen (14) catered dinners serving over 900 meals between September 2017 and September 2019. These dinners provided an opportunity for tenants to interact with ownership and management, hear updates about the property, and provide input on programming and improvements, including the Euclid Improvements and the Relocation Commitments. Community dinners will continue be an ongoing feature of our community engagement activities.
- *Community Design Meetings*. Six (6) structured meetings to discuss (a) the future of and vision for the Westside; (b) Westside Area Plan priorities; and (c) concerns and comments on the Euclid Improvements. Approximately 250 unique participants and 950 duplicated participants came to these meetings. The community design meetings will continue throughout the lifetime of the project.
- *Euclid improvement Area Tenant Meetings*. Four (4) meetings were held with the tenants that live within the Euclid Improvement Area buildings. The meetings were focused on co-creating relocation commitments that reinforce Woodland Park Communities commitment to No Displacement and provides an overview of the benefits that tenants will receive through the process. Approximately 90 unique participants and 145 duplicated participants came to these meetings,
- *Information Booths*: Prior to the Euclid Improvement Area Tenant Meetings, Woodland Park Communities held Information Booths throughout the Euclid Improvements area. These booths were

advertised in advance and allowed tenants to meet with Mike Kramer and Teresa Morales to ask questions, review materials and provide input. Approximately 45 participants came to the information booths.

Community Events

- *Special Events and Festivities*. Fifteen (15) celebrations commemorating seasonal activities. Our latest events have, on average, attracted between 400-500 participants. Examples of these regular events include the beginning of summer, Back to School, and holiday celebrations. These are times for tenants and neighbors to socialize and get to know each other better. At these events, we also invite community organizations to provide resources to tenants and assist in bringing community services to the Westside.

Partnerships and On-Site Programming

- *Fresh Approach*. We collaborate to install community gardens throughout the neighborhood and provide gardening and healthy food education.
- *East Palo Alto Family YMCA.* We partner on a discounted membership program for Woodland Park tenants, free swimming classes for youth, and free weekly exercise classes on-site, including Yoga, Boot Camp and Zumba. To date over 100 tenants have participated in the Woodland Park sponsored YMCA exercise classes on-site.
- *Ravenswood School District*. We work together to provide access to the Ravenswood schools' online portal in Woodland Park's two computer tech centers, which are available to tenants.

  East Palo Alto branch of the San Mateo County Libraries. We coordinate to host the monthly bookmobile on-site and maintain small libraries throughout the neighborhood, host the library's English Conversation Club, and host a Talk, Read, Sing program for young children and their caregivers.
- *Peninsula Humane Society and SPCA*. We host a free summer Animal Camp for Woodland Park youth and provide animal care classes.

Space and Facilities

- *Northside Management Office*. We opened a new tenant services office on the north side of the neighborhood at Euclid Avenue and East O'Keefe Avenue, to provide our tenants north of University Avenue with convenient access to staff to make maintenance and customer service requests or pay rent conveniently.
- *Community Engagement Office*. We opened a new office, staffed by our full-time community engagement team, inviting tenants to discuss any ideas, suggestions, or concerns directly with the ownership team representatives.
- *Free Technology Centers.* We opened two technology centers on-site for use by Woodland Park tenants. The tech centers offer free and accessible computers and printers, and free wi-fi. We have partnered with the Ravenswood City School District to install school software on our computers, so students can work on their homework at the tech centers.

- *Boom Pop Park*. We created a temporary pop-up open space for community enjoyment at Donohoe Street and West Bayshore Road. There is space for gathering, play, and exercise. East Palo Alto YMCA instructors teach free weekly fitness classes every Saturday morning.
- *Bridge Pop Park*. Based on the success of Boom Pop Park, we created a temporary pop-up open space for community engagement at Newell and West Bayshore Road. There is dedicated space for exercise, play, family gatherings and is designed to accommodate our large community events with stalls for community groups and resources. YMCA instructors teach free weekly fitness classes every Saturday morning.
- *Bus Stop Improvements and Neighborhood Benches*. At the location of existing school bus stops, and other selected locations around the neighborhood, we have added improvements to improve the neighborhood quality of life, including new benches and additional trashcans.
- *Little Free Libraries*. To date, we have installed six "Little Free Library" boxes around the neighborhood, where tenants and neighbors can take or leave books in English and Spanish for their enjoyment. We have partnered with the East Palo Alto branch of the San Mateo County Libraries to stock the Little Free Libraries with books for all ages in both English and Spanish.
- *Community Gardening*. We have partnered with Fresh Approach (formerly Collective Roots) to plant garden boxes around the neighborhood with flowers and vegetables for tenants to tend and enjoy.
- *Cabana*. We have offered the use of our on-site "Cabana" off Newell Avenue for select city-related and community events, such as The Primary School's orientation for Woodland Park parents, East Palo Alto Police Department beat meetings, and a meeting of the Rent Stabilization Board's Outreach and Education Committee. YMCA instructors teach free weekly fitness classes every Saturday morning and Thursday evening.

Communications

- *Newsletters.* Quarterly newsletters are distributed to all tenants and a range of local and regional stakeholders. They are written in English and Spanish.
- *Euclid Improvement Handouts*. Woodland Park communities has created two Euclid Improvement Handouts with detailed information about the project description, guiding principles, timeline and images. The handouts are in English and Spanish.
- *Frequently Asked Questions*. Throughout the community design process, Woodland Park Communities has been soliciting questions through a variety of engagement strategies and providing written responses in the form of a Frequently Asked Questions document that is provided to all tenants in English and Spanish.
- *Euclid Improvement Area tenant mailings*. In an effort to engage the tenants that will be most impacted by the Euclid Improvements, Woodland Park Communities does regular mailings to the tenants in the area with up to date information, draft documents including the draft Relocation Commitments and announcements.
- *Community dinner and meeting invitations*. All community events, dinners and meetings are advertised through a variety of channels including door to door delivery of branded materials.

Woodland Park Communities Foundation

Woodland Park Communities supports East Palo Alto-based and East Palo Alto-serving organizations and events by providing funding through the Woodland Park Communities Foundation as well as providing financial support for programming on site. A list of the organizations includes (in alphabetical order):

- AbleWorks
- Aim High for High School – East Palo Alto
- Bring Me a Book Foundation / Reading Bonanza at the Park
- Canopy
- Catholic Charities for Youth at St. Francis of Assissi
- Computers for Everyone
- EPA Children's Day Committee
- East Palo Alto and Belle Haven Chamber of Commerce
- East Palo Alto branch of the San Mateo County Libraries
- East Palo Alto Blues Festival
- East Palo Alto Boxing Club
- East Palo Alto Junior Golf Program
- East Palo Alto Police Activities League
- East Palo Alto Senior Center
- East Palo Alto Tee-Ball and Pitching Machine League
- East Palo Alto YMCA
- East Palo Alto Youth Arts & Music Center
- Ecumenical Hunger Program
- El Concilio of San Mateo / Comite Latino
- EPACENTER Arts
- Free at Last Community Recovery and Rehabilitation Services
- Girls to Women
- Hagar Services Coalition
- Housing Endowment and Regional Trust (HEART) of San Mateo County
- JobTrain
- Live in Peace
- Mid-Peninsula Athletic Association / Mid-Peninsula Mastodons Football
- Nuestra Casa de East Palo Alto
- One East Palo Alto
- Peninsula Humane Society & SPCA
- Project WeH.O.P.E.
- Ravenswood Family Health Center
- Renaissance Entrepreneurship Center Mid-Peninsula, East Palo Alto
- StreetCode Academy
- Youth Community Service

About the Social Impact Consultants

Studio O is a design and strategy consultancy working at the intersection of racial and spatial injustice. Founded in 2012 and based in Oakland, the practice builds on over 15 years' experience in the design and social impact sector of its founder and principal, Liz Ogbu. It collaborates with multidisciplinary teams to work on projects with/in historically marginalized communities around the world. With a mission to create or improve systems, services, and places that can heal conditions of injustice, Studio O leverages a combination of community-centered research; dynamic forms of engagement and prototyping; spatially just architecture and planning; and tools to build participatory power and community-centered systems. In addition to her projects, Ogbu is speaks nationally and internationally on issues of spatial justice, including a widely viewed TED Talk on gentrification and spatial justice.

Emily Weinstein Consulting is a strategic consultant and leader in housing, community development and public engagement. For the past 20 years Emily Weinstein has worked on large scale affordable housing and community development initiatives to transform some of the most economically distressed and underserved neighborhoods in California. Emily Weinstein Consulting works with developers, public agencies, community organizations and design teams to achieve greater economic, social and health impacts by applying a wide set of community-centered strategies throughout the real estate development process. Emily's passion for marrying real estate and social impact stems from a belief that the built environment has the power to transform lives, and that developers have a responsibility to create equitable, healthy places where people can thrive and children can meet their full potential. Emily Weinstein also served two terms as a Planning Commissioner for the City of Oakland from 2013-2018 and is the pioneer of the Trauma Informed Community Building model.

RESOLUTION NO. PC 2024-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF EAST PALO ALTO

RECOMMENDING APPROVAL OF A DESIGN REVIEW PERMIT AMENDMENT AND TREE REMOVAL PERMIT FOR A MIXED-USE PROJECT AT 2001 EUCLID AVENUE AND FIND THAT NO SUBSEQUENT EIR IS REQUIRED PURSUANT TO SECTION 15162 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, BASED ON THE SUBSTANTIAL EVIDENCE INCLUDED IN THE ADDENDUM

(WOODLAND PARK EUCLID IMPROVEMENTS).

WHEREAS, the application for a Design Review Permit Amendment (DR24-001) and Tree Removal Permit (TRP24-008), submitted by Woodland Park Communities/Sand Hill Property Company ("Sand Hill") pertains to an approximately 3.92-acre project site generally located at 2001 Manhattan Avenue, East Palo Alto, CA; and

WHEREAS, on November 15, 2022, City Council approved a General Plan Amendment (GP19-001) and Development Code and Zoning Map amendments (ZC19-002), Design Review Permit (DR 19-028), Conditional Use Permit (CUP22-003), Tentative Parcel Map (TTM19-001), and Development Agreement to construct a mixed-use residential project containing approximately 605 residential units within three buildings ranging in height from 5 to 13 stories with approximately 625 parking spaces in a structured garage and approximately 2,500 square feet of community function space and 2,215 square feet of neighborhood-serving retail space; and

WHEREAS, Design Review Permit Amendment (DR24-001) proposes to construct a mixed-use residential project containing approximately 550 units within two buildings 8 stories in height, 570 parking spaces in two garages, approximately 2,500 square feet of community function space, and 2,619 square feet of neighborhood-serving retail space; and

WHEREAS, Tree Removal Permit (TRP24-008) proposes removal of 22 additional protected trees to the 21 approved with the 2022 entitlements; and

WHEREAS, the City Council certified that the Woodland Park Euclid Improvements Project Final Environmental Impact Report (SCH # 2020040270) on file with the City Clerk was done in compliance with the California Environmental Quality Act (CEQA) on October 4, 2022; and

WHEREAS, the City Council adopted a Mitigation, Monitoring and Reporting Plan pursuant to Public Resources Code 21000 and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000) on October 4, 2022; and

WHEREAS, the City Council adopted a Statement of Overriding Considerations on October 4, 2022; and

WHEREAS, an Addendum was prepared and determined that the proposed revisions to the project do not require a subsequent or supplemental EIR or Negative Declaration under CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15164; and

WHEREAS, the project is consistent with the development standards and permitted uses in the City's Municipal Code; and

WHEREAS, on June 24, 2024 the Planning Commission held a duly noticed public hearing on the Design Review Permit Amendment and Tree Removal Permit.

NOW, THEREFORE, BE IT RESOLVED THAT THE EAST PALOALTO PLANNING COMMISSION hereby recommends that the East Palo Alto City Council:

1. **Approve** the proposed design review permit amendment (DR24-001) and tree removal permit (TRP24-008) based on the findings, requirements and conditions of approval attached thereto and incorporated by reference; and
2. **Find** that no subsequent or supplemental Environmental Impact Report is required pursuant to Section 15162 of the California Environmental Quality Act Guidelines.

PASSED and ADOPTED on this 24th day of June 2024, by the following vote**:**

AYES: Allen Fisk, Monette, Sherrard, Brown-Austin, Hernandez, Smith

NOES:

ABSTAIN:

ABSENT: Mashack, Mendez

SIGNED:

Robert Sherrard, Vice Chair

ATTEST:

Mathew Ball, Planning Secretary

APPROVED AS TO FORM:

John D. Lê, City Attorney

TO:	City of East Palo Alto Community and Interested Parties
DATE:	July 5, 2024
SUBJECT:	**Public Hearing**
LEAD AGENCY:	City of East Palo Alto
PROJECT TITLE:	Woodland Park Euclid Improvements Project
PROJECT AREA:	2001 Manhattan Avenue and 375 Donohoe Street, East Palo Alto

Notice is hereby given that on Tuesday, July 16, 2024, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, the City of East Palo Alto City Council will conduct a hearing on the following item:

- **Public Hearing:** Woodland Park Euclid Improvements Project Design Review Permit Amendment
- **Location/APN:** Amendment to a design review permit (DR 19-028) approved by the City Council November 15, 2022, based on the findings, requirements and conditions of approval attached thereto. The 2022 entitlement permitted the demolition of 161 existing units and the construction of 605 new units within three new buildings ranging from five to thirteen stories tall. The proposed amendment (DR24-001) includes the same demolition plan but would construct 550 new units within two new buildings, both of which are eight stories in height. Similar to the 2022 entitlement, the revised project would construct a 1.5-million-gallon steel water storage tank located at 375 Donohoe Street to improve fire flow and pressure to the project and the extended City system. Due to the design changes, the project would also remove an additional 22 protected trees with enhanced replacement of 72 new trees. The Planning Commission reviewed the applications at a public hearing on June 24, 2024, and unanimously voted (6 ayes, 0 noes) to adopt a resolution recommending City Council approve the design review permit amendment and tree removal permit.
- **Recommendation:** Adopt a resolution approving the proposed design review permit amendment (DR24-001) and tree removal permit (TRP24-008) based on the findings, requirements and conditions of approval which are attachments thereto and incorporated by reference and finding that no subsequent or supplemental Environmental Impact Report is required pursuance to Section 15162 of the California Environmental Quality Act Guidelines.
- **Project Planner:** Kelly Beggs, kbeggs@cityofepa.org, (628) 222-5985
- **Project Website:** https://www.ci.east-palo-alto.ca.us/planning/project/woodland-park-euclid-improvements-design-review-amendment

A challenge to the above item(s) in court may raise only those issues which were raised at the public hearing described in this notice or in written correspondence to the City of East Palo Alto at, or prior to, the public hearing. For further information regarding this item, contact the City of East Palo Alto Planning Division, (650) 853-3189. 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 24 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.

The City Council will hold this hearing in person. However, members of the public may attend the meeting in person or choose to participate via teleconference/video conference. Members of the public who choose to attend virtually can find information and may provide comments by signing up on the City's meeting page at https://www.cityofepa.org/citycouncil/page/agenda-and-minutes or by attending the meeting live via Zoom and using the "RAISE HAND" feature when staff calls for public comment. Project questions and comments can also be sent to the project planner per the contact information listed above.

Kelly Beggs, Contract Planner

voltear la página para español

PARA:	Comunidad de la Ciudad de East Palo Alto y Personas Interesadas
FECHA:	5 de Julio del 2024
SUJETO:	**Audiencia Pública**
AGENCIA PRINCIPAL:	Ciudad de East Palo Alto
NOMBRE DEL PROYECTO:	Proyecto de Mejoramientos de Woodland Park Euclid
PROJECT AREA:	2001 Manhattan Avenue y 375 Donohoe Street, East Palo Alto

Por la presente se notifica que el martes 16 de julio de 2024, a la hora de las 6:30 p. m., o tan pronto como se pueda escuchar el asunto, el Concejo Municipal de la Ciudad de East Palo Alto llevará a cabo una audiencia sobre el siguiente tema:

- **Audiencia Pública:** Enmienda al Permiso de Revisión de Diseño de Proyecto de mejoras Euclid de Woodland Park
- **Ubicación/APN:** Sitio de desarrollo de uso mixto: 2001 Manhattan Avenue/063-281-020, -030, -040, -100, -110; 063-282-010, -020, -030, -040, -050, -060, -070, -080 and -090; Sitio del tanque de agua: 375 Donohoe Street/ 063-148-110, -120, -130
- **Propuesta:** Enmienda a Permiso de Revisión de Diseño de Proyecto (DR 19-028) aprobado por el Concejo Municipal el 15 de noviembre de 2022, con base en los hallazgos, requisitos y condiciones de aprobación adjuntos al mismo. La autorización de 2022 permitió la demolición de 161 unidades existentes y la construcción de 605 nuevas unidades dentro de tres nuevos edificios de entre cinco y trece pisos de altura. La enmienda propuesta (DR24-001) incluye el mismo plan de demolición, pero construiría 550 nuevas unidades dentro de dos edificios nuevos, ambos de ocho pisos de altura. De manera similar ala autorización de 2022, el proyecto modificado construiría un tanque de almacenamiento de agua de acero con una capacidad de de 1.5 millones de galones, ubicado en 375 Donohoe Street, para mejorar el flujo y la presión contra incendios del proyecto y al sistema extendido de la ciudad. Debido a los cambios de diseño, el proyecto también eliminaría 22 árboles protegidos adicionales y los reemplazaría con 72 árboles nuevos. La Comisión de Planificación revisó las solicitudes en una audiencia pública el 24 de junio de 2024 y votó unánimemente (6 sí, 0 no) para adoptar una resolución recomendando al Ayuntamiento aprobar la enmienda al permiso de revisión de diseño y el permiso de remoción de árboles.
- **Recomendación:** Adoptar una resolución aprobando la propuesta de enmienda al Permiso de Revisión de Diseño (DR24-001) y al Permiso de Remoción de Árboles (TRP24-008) con base en los hallazgos, requisitos y condiciones de aprobación que se adjuntan al mismo e incorporados por referencia y ladeterminación que no se requiere un Informe de Impacto Ambiental subsecuente o suplementario en conformidad con la Sección 15162 de las Directrices de la Ley de Calidad Ambiental de California.
- **Planificador de proyectos:** Kelly Beggs, kbeggs@cityofepa.org, (628) 222-5985
- **Sitio web del proyecto:** https://www.ci.east-palo-alto.ca.us/planning/project/woodland-park-euclid-improvements-design-review-amendment

Una impugnación del asunto anterior en un tribunal puede plantear solo aquellas cuestiones que se plantearon en la audiencia pública descrita en este aviso o en correspondencia escrita a la ciudad de East Palo Alto en la audiencia pública o antes de ella. Para obtener más información sobre este tema, comuníquese con la División de Planificación de la Ciudad de East Palo Alto, (650) 853-3189. La Ley de Estadounidenses con Discapacidades (ADA, por sus siglas en inglés) requiere modificaciones, adaptaciones razonables y acceso para las personas con discapacidades. Quienes soliciten dicha adaptación deben comunicarse con el Secretario de la Comisión de Planificación al (650) 853-3127 no menos de 24 horas antes de la audiencia, según lo exige la Sección 202 de los Estadounidenses con Discapacidades (ADA) de 1990 y las normas y reglamentos federales adoptados en aplicación de la misma.

El Ayuntamiento llevará a caboesta audiencia de forma presencial. Sin embargo, los miembros del público pueden asistir a la reunión en persona o optar por participar mediante teleconferencia/videoconferencia. Los miembros del público que opten por asistir virtualmente pueden encontrar información y proporcionar comentarios registrándose en la página de la reunión de la Ciudad en https://www.cityofepa.org/citycouncil/page/agenda-and- Minutes o asistiendo a la reunión en vivo a través de Zoom y usando la función “LEVANTAR LA MANO” cuando el personal solicita comentarios del público. Las preguntas y comentarios sobre el proyecto también se pueden enviar al planificador del proyecto según la información de contacto indicada anteriormente.

Kelly Beggs, Planificador

PUBLIC HEARING 8.2

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: **July 16, 2024**

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Yajaira Morales, Housing Project Manager
Karen Camacho, Housing & Economic Development Manager

SUBJECT: **FY 24-25 Inclusionary In-Lieu Fee Update**

Recommendation

Adopt a resolution updating the Inclusionary Housing In-Lieu Fees for Fiscal Year 2024-25, to amounts of $273,400 for Ownership/For-Sale and $299,200 for Rental, or some other alternative approved by City Council.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Promote Housing, Economic and Workforce Development

Background

PUBLIC HEARING 8.2

On November 19, 2019, the City Council adopted Ordinance No. 425 – Inclusionary Housing Ordinance (IHO), adding Chapter 18.37 to the City of East Palo Alto Development Code. The IHO applies to all new residential development and requires developments of five (5) or more units to provide 20% of the total units at specified levels of affordability.[1] The IHO also created an In-Lieu Fee requirement, which applies in the following scenarios:

- Residential developments of fewer than five units;
- Residential developments where the inclusionary requirement results in a fraction of a unit (e.g., in a 7-unit development, the inclusionary requirement would result in 1.4 units, with the fractional unit of .4 requiring an In-Lieu Fee payment); and
- Residential developments where an In-Lieu Fee payment is provided as the Alternative Compliance Option, as approved by City Council (Alternative Compliance Options have a 25% inclusionary requirement).

Section 18.37.050 provides for In-Lieu Fees for both rental and for-sale units, which are adopted by the City Council by resolution each year to take effect on or after July 1 of that year (Section 18.37.090.C). The purpose of the In-Lieu Fee is to fulfill the developer's obligation to produce affordable units; rather than build affordable units, the developer would pay the City with funds for 1.) future development of affordable rental housing or 2.) future subsidy to moderate-income homebuyers.[2]

An analysis by David Rosen & Associates (DRA) is included in the Inclusionary Housing Guidelines ("Guidelines") as Chapter 2C, as adopted by the City Council on October 20, 2020, by Resolution No. 141-220 (see Attachment 3).[3] This analysis set the initial methodology for calculating Inclusionary In-Lieu Fees.[4] The first Inclusionary In-Lieu Fees were adopted by the City Council on October 20, 2020, by that same resolution.

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[1] The inclusionary requirement for for-sale residential developments is to provide: 50% of inclusionary units priced affordable to households at or below median income (80% Area Median Income or AMI) and 50% of inclusionary units priced affordable to households at or below moderate income (120% AMI). The inclusionary requirement for rental developments is to provide: 25% of units at an affordable rent to households at 35% AMI; 50% of units at an affordable rent to households at 50% AMI, and 25% of units at an affordable rent to households at 60% AMI.

[2] A developer of a project with 5 or more units must request approval from the City Council to pursue the In-Lieu Fee payment as an Alternative Compliance Option. Development projects for which an Alternative Compliance Option is requested must therefore be approved by the City Council.

[3] You can also find Chapter 2C of the IHO Guidelines on the City's inclusionary housing webpage under "Supporting Documents" at: https://www.cityofepa.org/housing/page/inclusionary-housing.

[4] The updated Chapters 2A and 2B for the For-Sale In-Lieu Fee and the Rental In-Lieu Fee methodologies were posted on the City's inclusionary housing webpage at: https://www.cityofepa.org/housing/page/inclusionary-housing.

On July 18, 2023, the City Council adopted a new methodology for calculating Inclusionary In-Lieu Fees and subsequent increases.[5]

The data used to calculate the Inclusionary In-Lieu Fees is not released in time to be included in the City's Master Fee Schedule update which typically occurs in April. For this reason, Inclusionary In-Lieu Fees are considered through a separate resolution each year.

The purpose of this staff report is to update the Inclusionary In-Lieu Fees for both Ownership/For-Sale and Rental and to recommend City Council adoption of the fees for Fiscal Year 2024-25 in light of the analysis by DRA.

Analysis

Inclusionary Housing Guidelines and In-Lieu Fees

The IHO provides direction on the methodology by which In-Lieu fees will be calculated. The actual In-Lieu Fee calculations are provided in detail in the Guidelines, the companion document to the IHO that clarifies and elaborates upon the IHO requirements. The Guidelines are intended to assist potential developers and stakeholders by outlining instructions and further clarifying key components of the IHO.

The City Council reviewed and adopted the first edition of the Guidelines on October 20, 2020. Thereafter, pursuant to East Palo Alto Municipal Code Section 18.37.090(D), the City Manager is authorized to update the Guidelines, including reviewing and approving any changes or updates. If there are any inconsistencies between the Guidelines and the IHO, the IHO takes precedent. The full set of the Guidelines is provided on the City's website on the Inclusionary Housing page.[6]

The initial methodology, including the calculation of the first In-Lieu Fees, was outlined in detail in a staff report that was presented at the October 20, 2020 City Council meeting.[7] The updated methodology was presented at the July 18, 2023 City Council meeting.[8] Each year thereafter, the City Council adopts the updated Inclusionary In-Lieu Fees at a public hearing, and they subsequently are published on the City's website.

[5] See July 18, 2023 City Council meeting at: https://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1992&Format=Minutes
[6] Please see full set of Guidelines under Supporting Documents at: https://www.cityofepa.org/housing/page/inclusionary-housing.
[7] October 20, 2020 staff report available at: http://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1285&MinutesID=1192&FileFormat=pdf&Format=Minutes&MediaFileFormat=mpeg4.
[8] July 18, 2023 City Council meeting available at: https://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1992&Format=Minutes

Since adoption of the IHO, the Inclusionary In-Lieu Fees have been as follows:

Table 1: Inclusionary In-Lieu Fees Since Inclusionary Housing Ordinance Adoption				
	FY 21-22	**FY 22-23**	**FY 23-24**	**Recommended FY 24-25**
Ownership/For-Sale In-Lieu Fee	$197,880	$190,000	$259,600	$273,400
Rental In-Lieu Fee	$255,000	$259,000	$273,400	$299,200

In summary, the FY 24-25 update, the Ownership/For-Sale In-Lieu Fee rose from $259,600 to $273,400. This increase was primarily driven by a rise in interest rates from 4.2% to 5.44%. The Rental In-Lieu Fee increased from $273,400 to $299,200 due to a 9.94% rise in the construction cost index (CCI) from 2022 to 2023.

Ownership/For-Sale In-Lieu Fee

The Ownership/For-Sale In-Lieu Fee represents the gap between the market sales price of a "prototypical" unit in East Palo Alto and the sales price affordable to a household at or below 80% or 120% Area Median Income (AMI). The affordable housing cost is defined as 30% of the maximum household income at the specified income level (adjusted by household size).

An illustrative calculation of the Ownership/For-Sale In-Lieu Fee is provided in Chapter 2A of the Guidelines.[9] Please note that in Chapter 2A the figures are displayed without decimals and only show the nearest whole number. The In-Lieu Fee is not rounded until the very end of the calculation. The April 27, 2020 DRA memo provided in the Guidelines as Chapter 2C (see Attachment 3) further discusses the For-Sale In-Lieu Fee methodology in detail. However, the updated chapters 2A and 2B (see Attachment 2), provide updated guidelines[10] and reflect the most current methodologies and calculations for determining the For-Sale In-Lieu Fee accurately. It's essential to consult these updated guidelines to ensure compliance with the latest standards and practices in calculating the In-Lieu Fees.

The Ownership/For-Sale In-Lieu Fee calculation includes the following baseline assumptions: 1.) a household size of 2.5, which reflects an average condominium size using the occupancy standard of number of bedrooms plus one; and 2.) a maximum household income of 100% AMI, which is the average of the two affordability levels required by the IHO. For the calculations in Table 2, below, the 100% AMI amounts used

[9] Inclusionary Housing webpage: https://www.cityofepa.org/housing/page/inclusionary-housing.
[10] The most recent update to the In-Lieu Fee calculation methodology was adopted on July 18, 2023.

were $149,300 for a 2-person household and $167,950 for a 3-person household, taken from the 2024 HCD State Income Limits.[11]

The affordable sales price is a multi-step calculation requiring updated inputs on an annual basis. The initial calculation of the affordable housing cost for a maximum household income at 100% AMI is made separately for household sizes of 2 and 3 persons. To arrive at a single affordable sales price for a 2.5-person household at 100% AMI, a weighted average based on the distribution of prototypical condominium types (1- and 2-bedroom units) is calculated from the 2- and 3-person household AMI.

From this initial income calculation, deductions are made to estimate total monthly housing costs: utilities, HOA fees, insurance, and property taxes. This adjusted affordable housing cost is used to calculate the maximum supportable monthly mortgage amount, assuming a down payment of 5% and a fixed-rate, 30-year amortizing mortgage, with the interest rate taken from the Freddie Mac Mortgage Market Survey, using a three-year average of the first week of January of the previous three calendar years. The three-year average of the 30-year loan term interest rates was adopted in the FY 23-24 guidelines to help reduce volatility.

The market sales price is calculated as a weighted average of condominium sales in East Palo Alto over the previous 3-year period. The difference between the affordable sales price and the market sales price is the In-Lieu Fee.

The updated FY 24-25 Ownership/For-Sale In-Lieu Fee is summarized below:

Table 2: Fiscal Year 2024-2025 Ownership/For-Sale Housing In-Lieu Fee Calculation	
Affordable Price for 100% AMI Household	$505,700*
Market Sales Price	$773,700
Gap for In-Lieu Fee (100% AMI)	$268,000 per unit
2% Increase Due to Delay	$5,400 per unit
Ownership/For-Sale In-Lieu Fee	**$273,400 per unit**

Note: Figures are rounded to the nearest hundredth in this table. Note that numbers are not rounded in actual calculation until the end.
*Calculated based on three-year average of 30-year loan term interest rates.

Rental In-Lieu Fee

[11] See 2024 HCD State Income Limits, updated May 9, 2024, at: https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits.

As discussed in the DRA memo, provided in the Guidelines as Chapter 2C, the In-Lieu Fee estimates for rental housing represent the financing gap required to develop housing affordable to households at 35% AMI, 50% AMI, and 60% AMI, in the percentages required by the IHO.

The development and operating cost assumptions were used to calculate the gap for a "prototypical" multifamily housing development in East Palo Alto are based on a review of historical project costs and an analysis of 2017-19 applications for the Low-Income Housing Tax Credit program. These can be found in detail in Table A-3 of the DRA memo in Chapter 2C of the Guidelines.

The annual gross rent calculation was based on 30% of the maximum household income at specified AMI levels and household size, less utilities. The final gap calculation, shown in Table A-10 of the DRA memo, also assumes tax credit equity from 4% tax-exempt bonds.

The Rental In-Lieu Fee was previously adjusted annually based on the percentage change in new home prices in San Mateo County, as published in the Northern California Real Estate Construction Report by the Real Estate Research Council of Southern California at California State Polytechnic University, Pomona (RERCSC). For FY 23-24, City Council adopted updating the annual increase adjustment using the Construction Cost Index (CCI), to help reduce volatility by using construction costs, rather than new home prices, as an index. The calculation of the updated FY 24-25 In-Lieu Fee is shown below. For FY 24-25, the fee is 9.42% higher than the FY 23-24 fee, at $299,200.

The Rental In-Lieu Fee and methodology used last year (in FY 23-24) is illustrated below:

Table 4: Rental Housing In-Lieu Fee Calculation in FY 23-24	
FY 2022-23 Rental In-Lieu Fee	$259,000
December 2021 CCI	12,481
December 2022 CCI	13,175
Percentage Change	+5.6%
FY 23-24 Rental In-Lieu Fee	**$273,400 per unit**

Note: Figures are rounded in this chart, but not in the calculation. Rental In-Lieu Fee rounded to nearest hundredth.

Given that the CCI was adopted last year, the increase for FY 24-25 is set based on the increase in CCI between 2022 and 2023.

Table 5: Rental Housing In-Lieu Fee Calculation in FY 24-25	
FY 2023-2024 Rental In-Lieu Fee	$273,400
December 2022 CCI	8,823
December 2023 CCI	9,654
Percentage Change	+9.42%
FY 24-25 Rental In-Lieu Fee	**$299,200 per unit**

Note: Figures are rounded in this chart, but not in the calculation. Rental In-Lieu Fee rounded to nearest hundredth.

In-Lieu Fee Payments

All In-Lieu Fee payments will be calculated by Housing Division staff based on the fee the Council adopts this evening and must be paid by the developer prior to issuance of a Building Permit for any unit in the development. If there is a requirement to pay an In-Lieu Fee in addition to building units or any other combination of compliance options, then the requirement will be noted in the Inclusionary Housing Agreement, a document that lays out all inclusionary obligations and is recorded against all units in the development.

To date, no developer has paid the In-Lieu Fee under the current Inclusionary Housing Ordinance. Most entitled projects have chosen to comply with the IHO by building on-site units or another Alternative Compliance Option.

According to the IHO, In-Lieu Fees collected by the City will be placed into a fund that will be spent in accordance with applicable law.

Next Steps

If City Council adopts the proposed resolution approving the recommended In-Lieu Fees, effective through FY 24-25, staff will publish them on the City's website. If approved, in summary, the In-Lieu Fees will change to the following:

Table 6: FY 24-25 In-Lieu Fees	
For-Sale	$273,400
Rental	$299,200

The effective date for the In-Lieu Fees is July 16, 2024.

Fiscal Impact

There is no immediate fiscal impact associated with the actions in this staff report. Future residential developments that are subject to the IHO will require the payment of In-Lieu

Fees if they fit one of the descriptions provided above. In-Lieu Fee payments will not impact the General Fund but will be set aside as affordable housing funds.

Given the current housing pipeline, it is anticipated that significant In-Lieu Fee revenue will be generated in FY 24-25. Additionally, there are several large projects that have been entitled since the In-Lieu Fees came into effect. As these projects proceed to the Building permit stage, the City is expected to receive fee payments. If needed, staff will provide an update on projected revenue for FY 24-25.

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. Public notice was also provided in the June 28, 2024 Daily Newspaper. Additionally, updated Chapters 2A and 2B of the Inclusionary Housing Guidelines detailing the fee calculations were posted as drafts on the City's website on June 25, 2024.

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.

Attachments

1. Resolution
2. Draft Chapters 2A and 2B
3. Chapter 2C - DRA Report

RESOLUTION NO. ____ -2024

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

ADOPTING INCLUSIONARY HOUSING IN-LIEU FEES THROUGH FISCAL YEAR 2024-25

WHEREAS, on November 19, 2019, the City Council adopted Ordinance No. 425, lnclusionary Housing Ordinance ("Ordinance"), adding Chapter 18.37 to the East Palo Alto Municipal Code; and

WHEREAS, the Ordinance requires that 20% of all units in new market-rate residential developments be affordable to 35% AMI income households, very low-income, low-income, median- income and moderate-income households; and

WHEREAS, the Ordinance requires, under specified conditions, the payment of a fee to the City in-lieu of constructing rental or for-sale inclusionary units within a residential development ("In-Lieu Fees"); and

WHEREAS, the Ordinance provides that these In-Lieu Fees shall be established and amended from time-to-time by resolution of the City Council; and

WHEREAS, the Ordinance further provides that In-Lieu Fee payments shall be placed into an affordable housing fund and shall be expended exclusively to provide rental housing affordable to low income households (or below), ownership housing affordable to moderate-income households (or below), and any special needs populations in the City, consistent with the goals and policies contained in the City's Housing Element, and for administration and compliance monitoring of the lnclusionary Housing program, as approved by the City Council; and

WHEREAS, on October 20, 2020, the City Council held a properly noticed public hearing to adopt the In-Lieu Fee methodology as provided in a report commissioned by the City from David Rosen & Associates and set the In-Lieu Fees through Fiscal Year 2021-22; and

WHEREAS, these In-Lieu Fees must be updated on an annual basis and adopted by City Council resolution, to the methodology outlined in the Report and in the Guidelines, which may be updated from time to time by the City Manager; and.

WHEREAS, on July 18, 2023, the City Council determined that the Construction Cost Index (CCI) is a reasonable alternative index for calculating the Rental In-Lieu Fee, which when applied results in a Rental In-Lieu Fee of $299,200 for Fiscal Year 2024-2025; and

WHEREAS, on July 18, 2023, the City Council also determined that the three-year average of the 30-year loan term interest rates taken from Freddie Mac Mortgage Market Survey is a reasonable alternative variable for calculating the Ownership/For-Sale In-Lieu Fee, which when applied results in an Ownership/For-Sale In-Lieu Fee of $273,400 for Fiscal Year 2024-2025.

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

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into

this action;

2. Adopts the Inclusionary In-Lieu Fees for Ownership/For-Sale and Rental Units commencing July 16, 2024 through the 2024-25 Fiscal Year, as shown in Exhibit A, attached and incorporated by reference; and

3. Finds that 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.

PASSED AND ADOPTED this 16th day of July 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SIGNED: _____
Antonio Lopez, Mayor

ATTEST:

_____
James Colin, City Clerk

APPROVED AS TO FORM:

_____
John D. Lê, City Attorney

Exhibit A

Inclusionary In-Lieu Fees	
Ownership/For-Sale In-Lieu Fee	**$273,400 per Unit**
Rental In-Lieu Fee	**$299,200 per Unit**

The Inclusionary In-Lieu Fees shall be updated by resolution by the City Council on an annual basis and published on the City of East Palo Alto website.

Chapter 2A Calculation of Ownership/For-Sale In-Lieu Fees - Section 18.37.050 (B)

This attachment to the Guidelines describes the method utilized in calculating the For-Sale In-Lieu Fee. The figures below reflect the In-Lieu Fee through Fiscal Year 2024-2025, effective July 16, 2024.

City of East Palo Alto Ownership/For-Sale Housing In-Lieu Fee Calculation*	
Affordable Price for 100% AMI Household	$505,700**
Market Sales Price (3-Yr SMC Association of Realtors Average)	$773,700
Gap for In-Lieu Fee (100% AMI)	$268,100 per unit
2% Increase Due to Delay	$5,400 per unit
Ownership/For-Sale In-Lieu Fee	**$273,400 per unit**

*Figures are rounded in this chart, but not in the actual calculation. Ownership/For-Sale In-Lieu Fee rounded to nearest hundredth.
**Note change in methodology to average three-year interest rate for loan term.

Illustrative Calculation for the For-Sale In-Lieu Fee for FY 2024-25

I. Annual 100% San Mateo County Income Limit for a 2 and 3-Person Household

2-Person Household 100% AMI	3-Person Household 100% AMI
$149,300	**$167,950**

The final calculation in Section II below will reflect a household size of 2.5. This will be a weighted average, where the 1-bedroom sales price is weighted as 23% of the total and the 2-bedroom sales price is weighted as 77% of the total based on the assumed distribution of dwelling units by bedroom count in the prototype (See Table A-2 in Attachment 2, Condominium column).

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II. Calculation of the Annual and Monthly 100% Affordable Payment

2-Person Household 100%AMI	3-Person Household 100%AMI	Explanation
$149,300	$167,950	100% of AMI for 2.5-person household
X .30	X .30	Affordable housing cost not to exceed 30% of annual income
= $44,790	= $50,385	Maximum affordable payment
Divided by 12	Divided by 12	
= $3,733	**= $4,199**	**Maximum monthly affordable payment**

III. Assumptions to Calculate the Affordable Housing Cost for the For-Sale In-Lieu Fee

After the initial adoption of In-Lieu Fees, which were effective through Fiscal Year 2021-22, the following elements of the affordable housing cost calculation will be assumed each year, based upon relevant data pertaining to each. These elements will be determined by referencing industry standard sources. For Fiscal Year 2024-25, the Housing Division has determined the following values:

ITEM	VALUE	RATIONALE/DATA SOURCE	DATE SET
Interest Rate	5.44%	Freddie Mac Primary Mortgage Market Survey (PMMS) http://www.freddiemac.com/pmms/pmms_archives.html	3-Year Average, first week of January
Down Payment	5%	Industry standard/David Rosen & Associates	NA
Property Tax/Special Assessments	1.2%	David Rosen & Associates	NA

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Homeowner Associations Dues (HOA)	$200	Average of monthly HOA dues for prototypical developments in East Palo Alto/David Rosen & Associates	Annually, first week of January
Utilities	$270-338	Weighted average of monthly estimated utility costs for County of San Mateo Housing Authority (by bedroom count)	Annually, first week of January
Property Insurance	$100	Includes homeowners insurance (fire, hazard, etc.)/David Rosen & Associates	NA

IV. Determination of Purchase Related Costs & Affordable Monthly Mortgage Payment (The figures used in this section are based upon the above chart)

2-Person Household 100% AMI	**3-Person Household 100% AMI**	**Explanation**
Maximum monthly affordable payment of $3,733 less:	Maximum monthly affordable payment of $4,199 less:	See Part II above
[-] $760	[-] $760	Property taxes and assessments (per month) 1.2%
[-] $200	[-] $200	Homeowner's association dues (per month) $200
[-] 270	[-] $338	Utility allowance (per month)
[-] $100	[-] $100	Property insurance (per month)
[-] $1,330	[-]$1,398	Subtract the sum of all housing related expenses
= $2,403	**=$2,801**	**Remaining amount for maximum monthly mortgage payment**

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V. Determination of Affordable Housing Cost (aka Maximum Sales Price)

The maximum sales price is calculated by adding the maximum monthly mortgage payment amount to the assumed down payment that will be contributed by the borrower. The maximum mortgage amount will be based on a fixed rate, 5% down, fully amortizing, widely available owner-occupied loan, and the above calculated maximum monthly mortgage payment allowable. The calculation functions as follows:

2-Person Household 100% AMI	3-Person Household 100% AMI	Explanation
5.44%	5.44%	3 yr avg interest rate, 30 yr loan term
$2,403	$2,801.25	Maximum monthly mortgage payment allowed
$426,040.98	$496,648.90	Maximum mortgage amount
$22,423	$26,139	Assumed downpayment (5%)
$448,464	$522,788	Maximum affordable sales price
$507,101 affordable sales price for 2.5-person household (rounded to nearest thousandth)		Weighted average based on condominium prototype

This amount is known as the "Affordable Housing Cost" for the purpose of determining the for-sale in-lieu fee amount for FY 2024-25.

VI. Calculation of the Annual Median Sales Price

The market-rate sales price is based on a weighted 3-year average of median home prices in San Mateo County provided by the San Mateo County Association of Realtors. This calculation is shown below.

1) First, utilize information provided by the San Mateo County Association of Realtors to determine the annual median sales price of an attached market rate unit (condominiums) for the most recent completed year and for the two prior years.

2) Utilizing the median sale price for each 12-month period, the Housing Department will calculate the median sale price over the past 36-month period.

3) Below is the current estimate based on sales from calendar years 2021-2023.

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Median Home Prices City of East Palo Alto 2021-2023		
Year	**Median Price**	**# Sales**
Single Family		
2021	$1,021,000	122
2022	$1,062,500	90
2023	$960,000	80
Weighted Average	**$1,017,000** (rounded to nearest thousandth)	
Condominium		
2021	$767,500	16
2022	$788,000	17
2023	$759,500	10
Weighted Average	**$774,000** (rounded to nearest thousandth)	

This amount is known as the "Median Sales Price Calculation" for the purpose of determining the for-sale in-lieu fee amount for FY 2024-25.

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VII. In Lieu Fee Additional Charges

The Ordinance also allows the Housing Department to collect an administrative fee account for the estimated costs of administration. This administrative fee may be levied as part of the In-Lieu Fee or as a separate charge. In addition, the In-Lieu Fee can account for the estimated cost of increases in the price of housing and construction between payment and the acquisition of land and construction of affordable units.

At this time, the In-Lieu Fee described in this document does not include an administrative fee in the calculation. However, the In-Lieu Fee amount shown at the beginning of this Chapter will include a 2% increase to account for the delay between payment and construction of affordable dwelling units, as illustrated in Section VIII.

VIII. Calculation of the For-Sale In-Lieu Fee

Calculate the For-Sale In-Lieu Fee by subtracting the Maximum Affordable Price (Step V) from Median Sales Price Calculation (Step VI). The In-Lieu Fee shall be collected on twenty percent (20%) of the total dwelling units in the Residential Development.

Median Sales Price Calculation (Section VI):	$773,700
	-
Affordable Housing Cost (Section V):	$505,700
	=
Difference:	$ 268,000
	+
In-Lieu Fee Additional Charges:	$ 0
[Administrative Fee]	+
[2% Increase Due to Delay]	$5,400
	=
In-Lieu fee Per Inclusionary Unit	**273,400**

Please see the calculation below using an example Residential Development project containing 100 dwelling units:

Total Number of Dwelling Units:	100
	X
Multiplied by 25%:	.25
	=
Units required to pay In-Lieu Fee:	25
	X
In-Lieu Fee per Inclusionary Unit:	$ $273,400
	=

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In-Lieu Fee for a Residential Development of 100 Dwelling Units:	**$ 6,835,000**

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Chapter 2B Calculation of In-Lieu Fees – Rental - Section 18.37.080 (B)

I. Introduction

The Rental In-Lieu Fee is calculated from the financing gap required to build affordable rental dwelling units using 4% Low Income Housing Tax Credits (LIHTC or tax credits) assuming a blended affordability of 25% of the Inclusionary Units affordable to households at or below 35% AMI (35% AMI), 50% of the Inclusionary Units affordable to households at or below 50% of AMI (very low-income), and the remaining 25% of Inclusionary Units affordable to households at or below 60% AMI (low-income). This reflects the requirement in Section 18.37.050(2).

II. Calculation of the Rental In-Lieu Fee

The City retained David Rosen & Associates to conduct the analysis for the initial calculation of the Rental In-Lieu Fee, beginning in 2020. The multifamily rental prototype used in this calculation is based on historical data from affordable rental multifamily housing prototypes in East Palo Alto and an analysis of 2017-2019 Low Income Housing Tax Credit applications. Further detailed analysis and methodology can be found in Attachment 2C.

During the FY 2021-2022 and FY 2022-2023 updates, the fees were updated using the percentage change in new home prices in the fourth quarter of the previous two years. Given that the data source for new home prices was discontinued, for FY 2024-2025, the City opted to update the fees using the Construction Cost Index (CCI). A summary of the current FY 2024-2025 Rental Housing In-Lieu Fees, updated from the FY 2022-23 Rental Housing In-Lieu Fee Calculation, is provided below:

City of East Palo Alto Baseline Rental Housing In-Lieu Fee Calculation (2020)*	
	Apartments, Structured Parking
Tax Credit Equity per Dwelling Unit	$233,000
Permanent Mortgage Financing per Dwelling Unit	$182,400
Total Sources per Dwelling Unit	$415,400
Development Cost per Dwelling Unit	$665,000
Gap for In-Lieu Fee (Blended AMI)	$250,000 per unit
2% Increase Due to Delay	$5,000 per unit
Baseline In-Lieu Fee for Rental (2020)	**$255,000 per unit**

FY 2024-25 Rental Housing In-Lieu Fee Calculation*	
December 2022 CCI	8,823
December 2023 CCI	9,654
Percentage Change	+9.42%
2023 Rental In-Lieu Fee	$273,400
FY 2024-2025 Rental In-Lieu Fee (9.42% increase)	**$299,200 per unit**

*Figures are rounded in this chart, but not in the actual calculation. Rental In-Lieu Fee rounded to nearest hundredth.

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The full calculation of the baseline Rental In-Lieu Fee and subsequent annual increases are described below.

1. The Total Development Cost is calculated based on the following cost assumptions:

Assumption	**Amount**
Land price	$16,335,000
Building Hard Construction Cost (including prevailing wage and structured parking)	$73,095,000
Soft Costs (including development impact fees)	$22,033,500 (30%)
Total Development Cost	**$111,358,500 ($636,334 per unit)**

2. The Affordable Rent calculation is based on the maximum household income at the income levels specified below, adjusted by household size, less utilities:
   - 35% AMI [25% of dwelling units]
   - 50% AMI [50% of dwelling units]
   - 60% AMI [25% of dwelling units]

   Utility cost varies by bedroom count and is based on the utilities allowances from the Housing Authority of San Mateo County. The occupancy standard is 1.5 persons per bedroom.

3. Net Operating Income and Supportable Mortgage amount are calculated based on Affordable Gross Rents less the following:

Assumption	
Operating Costs	$2,365,078
Replacement Reserves	$43,750
Vacancy	$182,044 (5%)

4. Tax credit equity from 4% tax-exempt bonds is assumed and added to the Permanent Mortgage Amount to calculate the total sources for the project.

Source	**Amount**
Permanent Mortgage	$31,925,408
Tax Credit Equity (4%)	$40,803,684
Total Sources	$72,729,092

5. The gap between the Total Sources and the Total Development Cost is the In-Lieu Fee.

Total Sources	$72,729,092
Total Development Cost (incl. Developer Fee and Capitalized Operating Reserves assumption)	$116,490,147
Gap (In-Lieu Amount)	**$43,761,056 ($250,000 per unit)**

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This In-Lieu Fee is effective through FY 2024-25, starting July 16, 2024.

Annual adjustments of the Rental In-Lieu Fee were formerly based on the Northern California Real Estate Construction Report published by the Real Estate Research Council of Southern California at California State Polytechnic University, Pomona. The Rental In-Lieu Fee was adjusted based upon the percentage difference in the current completed year new home prices in San Mateo County from the immediately preceding year as published in the Northern California Real Estate Construction Report. Given that the report and data for new home prices is no longer available, the Construction Cost Index (CCI) is used to calculate the Rental In-Lieu Fee adjustment instead.

The updated calculation for annual adjustment is made as follows:

December 2022 Construction Cost Index December 2023 Construction Cost Index Difference: Divide the difference by the 2022 figure to determine the % difference of the current year and the preceding year: Then multiply the current In-Lieu Fee by 100% plus this percentage:	8,823 9,654 831 9.42% 109.42% x $273,400
In-Lieu Fee per Unit:	**$299,200***

*Figure rounded to nearest hundredth.

III. In-Lieu Fee Additional Charges

The Housing Division may collect an administrative fee to account for the estimated costs of administration. This administrative fee may be levied as part of the In-Lieu Fee or as a separate charge. In addition, the In-Lieu Fee can account for the estimated cost of increases in the price of housing and construction between payment and the acquisition of land and construction of affordable dwelling units.

The In-Lieu Fee described in this document does not currently include an administrative fee in the calculation. However, the In-Lieu Fee amount shown at the beginning of this Chapter includes a 2% increase to account for the delay between payment and construction of affordable dwelling units.

Please see the calculation below using an example Residential Development project of 100 dwelling units:

Rental In-Lieu Fee (FY 2024-25)	$299,200
Total Number of Dwelling Units:	100
Multiplied by 25%:	X .25
Units Required to Pay In-Lieu Fee:	25
In-Lieu Fee Per Inclusionary Unit	X $299,200

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In-Lieu Fee for a Residential Development of 100 Dwelling Units: **$7,480,000**

DRAFT

DAVID PAUL ROSEN & ASSOCIATES
DEVELOPMENT, FINANCE AND POLICY ADVISORS

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April 27, 2020

To: Rachel Horst, Patrick Heisinger, Victor Ramirez

From: Nora Lake-Brown

Subject: Inclusionary Housing In Lieu Fee Update

DRA was retained by the City of East Palo to prepare an analysis estimating the in lieu fee associated with potential new requirements under the City's Inclusionary Housing Ordinance to help inform the City Council's consideration of the proposed changes. DRA estimates in lieu fees for both rental and owner housing using an analysis of prototypical housing developments appropriate for East Palo Alto, as summarized in the City of East Palo Alto Inclusionary Housing In Lieu Fee Analysis report dated September 19, 2019. This memorandum summarizes DRA's update of the in lieu fee estimates based on data available through the date of this memo.

The gap calculations are based on the City's intended use of any in-lieu fees raised. For the for-sale units, the in-lieu fee is calculated as the difference between affordable prices by income level and the median sales price of single-family detached or condominium units over the past 36 months[1]. This approximates the gap needed to assist a homebuyer at a target income level to purchase a market-rate home at an affordable housing costs, which is how the City is most likely to use in lieu fees for owner housing. For the rental units, the in lieu fee is calculated from the financing gap required to build affordable rental units using 4% Low Income Housing Tax Credits (LIHTC or tax credits) assuming a blended affordability of 25% of the affordable units at 35% AMI, 50% of affordable units at 50% of AMI, and the remaining 25% of affordable units at 60% AMI. The City anticipates using in lieu fees to assist housing developers in developing affordable rental units as part of a new 4% tax credit-financed projects.

The calculated 2020 In Lieu Fees are summarized on the next page. The tables in Attachment A to this memo detail the updated calculations.

[1] Calculated as the weighted average median price for 2017 to 2019 from the San Mateo County Association of Realtors.

Ownership Housing In Lieu Fee Calculation City of East Palo Alto April, 2020	
	Condominium Type
Affordable Purchase Price for 100% AMI Household	$477,000
Market Sales Price (SMC Association of Realtors 3-Yr Average)	$671,000
Gap for In-Lieu Fee (100% AMI)	**$194,000 per Unit** **$227 per Gross SF**

Sources: San Mateo County Association of Realtors, David Rosen & Associates

Renter Housing In-Lieu Fees per Affordable Unit and per Square Foot City of East Palo Alto April, 2020	
	Apartments, **Structured Parking**
Tax Credit Equity Per Unit Permanent Mortgage Financing Per Unit Total Sources Per Unit	$233,000 $182,400 $250,000
Development Cost Per Unit	$665,000
Gap for In-Lieu Fee (Blended AMI) [2]	**$250,000** **$263 per Gross SF**

Source: David Rosen & Associates

[2] Fee represents a blended affordability assuming 25% of the affordable units at 35% AMI, 50% of affordable units at 50% of AMI, and the remaining 25% of affordable units at 60% AMI.

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Attachment A
East Palo Alto
Affordability Gap and In Lieu Fee Tables

4/27/20

List of Tables

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Table A-1
Summary of Indicated In Lieu Fees Per Affordable Unit and per Affordable Gross
East Palo Alto Affordability Gap and In Lieu Fee Analysis

	Owner		Rental
	Condominiums		Apts. w/ Struct. Pkg
Tenure	*Owner*		*Rental*
Total Residential Units	*175*		*175*
Affordable Residential Units	*35*		*35*
Site Area (SF)	*108,900*		*108,900*
Residential Net SF	*149,500*		*132,900*
Total Net SF	*149,500*		*132,900*
Building Efficiency Ratio	*80%*		*80%*
Residential Gross SF	*186,875*		*166,125*
Approximate Building Stories	*4 Stories*		*4 Stories*
Affordability Gap and In Lieu Fee, Owner Housing			
100% AMI			
Per Affordable Housing Unit	$193,964		N/A
Per Affordable Housing Gross Square Foot (GSF)	$227.12		N/A
Affordability Gap and In Lieu Fee, Renter Housing			
Blended Affordability (1)			$
Per Affordable Housing Unit	N/A		$250,063
Per Affordable Housing Gross Square Foot (GSF)	N/A		$263.42

(1) Assumes the following percentage distribution of affordable rental units by % of AMI: 25% of affordable units at 35% AMI; 50% of affordable units at 50% AMI and 25% of affordable units at 60% AMI. Hard costs in renter gap calculation assume payment of prevailing wages. Assumes leverage from 4% Low Income Housing Tax Credits.

Source: DRA.

Table A-2
Development Prototypes
East Palo Alto Affordability Gap and In Lieu Fee Analysis

	Condominiums	Apts. w/ Struct. Pkg
Total Housing Unit Count	**175 Units**	**175 Units**
Tenure	**Owner**	**Rental**
Existing Zoning		
Permitted FAR		
Total Site Area (Acre)	2.50 Acres	2.50 Acres
Total Site Area (SF)	108,900	108,900
Density (Units Per Acre)	70	70
Construction Type	Podium	Podium
Parking Type	Structured/UG	Structured/UG
Approximate Building Stories	4 Stories	4 Stories
Total Gross Building SF (Excl. Pkg.)	**186,875**	**166,125**
FAR Based on Gross SF	**1.7**	**1.5**
Net Residential Square Feet	149,500 SF	132,900 SF
Net SF Retail/Community Facility	0 SF	0 SF
Net SF Common Space	0 SF	0 SF
Total Net Building SF	149,500 SF	132,900 SF
Building Efficiency Ratio (%)	80%	80%
Unit Bedroom Count Distribution		
Studio/Loft	0%	0%
One Bedroom	23%	40%
Two Bedroom	77%	50%
Three Bedroom	0%	10%
Four Bedroom	0%	0%
Total	100%	100%
Units by BR Count		
Studio/Loft	0	0
One Bedroom	40	70
Two Bedroom	135	88
Three Bedroom	0	17
Four Bedroom	0	0
Total Residential Units	175	175
Unit Size (Net SF)		
Studio/Loft		
One Bedroom	700 SF	650 SF
Two Bedroom	900 SF	800 SF
Three Bedroom	1,100 SF	1,000 SF
Four Bedroom		
Average Unit Size	*854 SF*	*759 SF*
Parking Ratio (Spaces/Unit)		
Studio/Loft	1.00	0.00
One Bedroom	1.00	1.00
Two Bedroom	1.50	1.50
Three Bedroom	2.00	2.00
Four Bedroom	2.00	2.00
Average Spaces/Unit	1.39	1.35
Structured/Underground Parking Spaces	243 Spaces	236 Spaces
Tuck-Under Parking Spaces	0 Spaces	0 Spaces
Surface Parking Spaces	0 Spaces	0 Spaces
Total Parking Spaces Provided	**243 Spaces**	**236 Spaces**
Gross SF/Parking Space (Incl. Circulation)	300 SF	300 SF
Total Gross Parking SF	72,900 SF	70,800 SF
Parking SF Underground/Structured	72,900 SF	70,800 SF
Parking SF Tuck Under	0 SF	0 SF
Parking SF Surface	0 SF	0 SF

Source: DRA.

Table A-3
Development Cost Assumptions and Budgets
East Palo Alto Affordability Gap and In Lieu Fee Analysis
2019

		Condominiums	Apts. w/ Struct. Pkg
Tenure		**Owner**	**Rental**
Construction Type		**Podium**	**Podium**
Total Residential Units		*175*	*175*
Average Unit Size (Net SF)		*854*	*759*
Residential Net SF		*149,500*	*132,900*
Total Net Building SF		*149,500*	*132,900*
Total Gross SF Building Area (Excluding Parking)		*186,875*	*166,125*
Total Gross SF Building Area (Including Subt. Parking)		*259,775*	*236,925*
Structured/Underground Parking Spaces		*243*	*236*
Underground Parking Area (SF)		*72,900*	*70,800*
Total Parking Spaces		*243*	*236*
Total Parking SF		*72,900*	*70,800*
Site Area (SF)		*108,900*	*108,900*
Approximate Building Stories		*4*	*4*
FAR (Based on Gross SF)		*1.37*	*1.22*
Buildable Square Feet		*149,500*	*132,900*
ASSUMPTIONS			
Development Cost Assumptions			
Land Price	Per Hsg. Unit	$43,560	$93,343
	Per Site SF	$70	$150
Bldg. Hard Construction Cost	Per Net SF (1)		
Bldg. Hard Construction Cost (1)	Per Net SF	$350	$550
Pkg. Costs Incl. In Hard Costs	*1=No, 0=Yes*	*0*	*0*
Underground Parking Construction	Per SF Parking Area	$0	$0
Hard Cost Contingency	% of Hard Costs	0.0%	0.0%
Soft Costs (Incl. Dev. Impact Fees)	% of Hard Costs + Cont.	30%	30%
Owner Housing Sales Costs	% of Gross Sales	5%	5%
Loan to Cost Ratio	% of TDC	65%	65%
Equity as a % of TDC		35%	35%
Loan to Value Ratio	% of Capitaliz. Value	75%	75%
Debt Coverage Ratio		1.25	1.25
Interest Rate		5.5%	5.5%
Amortization Term	Years	30.0	30.0
Capitalization Rate (2)			
Return on Cost	% of TDC, Incl. Land	12.0%	12.0%
Construction and Sales/Stabilization Period (Months)		36 Months	24 Months
DEVELOPMENT BUDGET			
Low Scenario			
Land Acquisition		$7,623,000	$16,335,000
Construction Hard Costs		$52,325,000	$73,095,000
Soft Costs		$15,697,500	$21,928,500
Total Development Costs, Including Land		**$75,645,500**	**$111,358,500**
TDC Per Gross SF		$405	$670
TDC Per Housing Unit		$432,260	$636,334
TDC per Net SF Residential Area		$506	$838
Total Development Costs, Excluding Land		**$68,022,500**	**$95,023,500**
TDC per Gross SF		$364	$572
TDC Per Housing Unit		$388,700	$542,991
TDC per Net SF Residential Area		$455	$715

(1) Hard construction costs include parking construction. For renter prototypes, estimated hard costs assume payment c
(2) Based on CBRE "U.S. Cap Rate Survey, Advance Review, H1 2019", July 2019. For San Jose, multifamily infill cap ra

Source: DRA

Table A-4
Affordable Sales Price Calculations by Income Level
Owner Housing
East Palo Alto Affordability Gap and In Lieu Fee Analysis

Assumptions

2019 Median Income, San Mateo County			$143,100	
Affordable Mortgage Principal and Interest as a % of Income			30%	
No. of Bedrooms		**1 Bedroom**	**2 Bedroom**	**3 Bedroom**
Household Size		**2.0 Persons**	**3.0 Persons**	4 Persons
Household Size Income Adjust. Factor		**80%**	**90%**	100%
Owner Utility Allowance (1)		$151	$189	$234
Monthly HOA Fee: Market-Rate Units	$200			
Monthly Property Insurance	$100			
Property Tax Rate (2)	1.20%			
Mortgage Interest Rate (3)	3.50%			
Term (Years)	30			
Downpayment (% of Sales Price)	5.00%			

Per Unit Affordable Sales Price by Unit Bedroom Count

		1 Bedroom	**2 Bedroom**	**3 Bedroom**
100% AMI				
Annual Gross Income		$114,480	$128,790	$143,100
Affordable Monthly Housing Expense		$2,862	$3,220	$3,578
Less: Monthly Utility Allowance		($151)	($189)	($234)
Less: HOA/Maintenance Expense		($200)	($200)	($200)
Less: Property Insurance		($100)	($100)	($100)
Available for Principal, Interest, Taxes		$2,411	$2,731	$3,044
Less: Property Taxes (4)	1.20%	$565	$640	$714
Supportable Mortgage		$536,918	$608,180	$677,884
Assumed Assessed Value at Sale	95.00%	$565,176	$640,189	$713,562
Available for Mortg. Principal and Interest		$1,846	$2,091	$2,330
Supportable Mortgage		$411,056	$465,613	$518,977
Plus: Downpayment @	5.00%	$21,635	$24,505	$27,315
Affordable Sales Price (Rounded)		**$432,700**	**$490,100**	**$546,300**

(1) Assumes electric heating, cooking, water heating, other electric, water and trash collection.
(2) Estimated to include property taxes and assessments.
(3) Source: Freddie Mac Primary Mortgage Market Survey (PMMS) average weekly rate for March 26, 2020 for
(4) Property taxes estimated by multiplying the affordable sales price by the property tax rates.
Source: DRA

Table A-5
Median Home Prices
City of East Palo Alto
2017 to 2019

Year	Median Price	# of Sales
Single-Family		
2017	$839,000	123
2018	$980,000	112
2019	$965,000	91
Weighted Average	$922,613	
Total		326
Condominium		
2017	$672,000	15
2018	$750,000	4
2019	$637,500	10
Weighted Average/	$670,862	
Total		29

Source: San Mateo County Association of Realtors; DRA.

Table A-6
Owner Gap and In Lieu Fee Calculation
Condominium
City of East Palo Alto Affordability Gap Analysis

Income Level	No. of BR	Unit SF	Maximum Monthly Housing Cost (1)	Affordable Sales Price Per Unit (1)	3-Year Trailing Ave. Single-Family Median Home Price (2)	Gap Per Affordable Unit	Gap Per Affordable Unit SF	% of Total Units by Unit Bedroom Count (3)
70% of AMI	1	700	$2,436	$356,200	$670,862	$314,662	$449.52	23%
80% of AMI	1	700	$2,784	$418,700	$670,862	$252,162	$360.23	23%
90% of AMI	1	700	$3,132	$481,100	$670,862	$189,762	$271.09	23%
100% of AMI	1	700	$2,862	$432,700	$670,862	$238,162	$340.23	23%
120% of AMI	1	700	$3,434	$535,300	$670,862	$135,562	$193.66	23%
70% of AMI	2	900	$2,741	$404,200	$670,862	$266,662	$296.29	77%
80% of AMI	2	900	$3,132	$474,300	$670,862	$196,562	$218.40	77%
90% of AMI	2	900	$3,524	$544,700	$670,862	$126,162	$140.18	77%
100% of AMI	2	900	$3,220	$490,100	$670,862	$180,762	$200.85	77%
120% of AMI	2	900	$3,864	$605,700	$670,862	$65,162	$72.40	77%
70% of AMI	Weighted Average (1)	854	$2,671	$393,160	$670,862	$277,702	$325.18	100%
80% of AMI	Weighted Average (1)	854	$3,052	$461,512	$670,862	$209,350	$245.14	100%
90% of AMI	Weighted Average (1)	854	$3,434	$530,072	$670,862	$140,790	$164.86	100%
100% of AMI	Weighted Average (1)	854	$3,138	$476,898	$670,862	$193,964	$227.12	100%
120% of AMI	Weighted Average (1)	854	$3,765	$589,508	$670,862	$81,354	$95.26	100%

(1) From Table A-5
(2) Weighted average median condominium sales price for East Palo Alto for 2016, 2017 and 2018.
(3) Percent of units by bedroom count for the owner Prototype #1.

Source: DRA.

Table A-7
Utility Allowances
East Palo Alto Affordability Gap and In Lieu Fee Analysis

No. of Bedrooms	**Studio**	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**
Heating					
Natural Gas					
Electric	$14	$17	$21	$26	$31
Cooking					
Natural Gas					
Electric	$6	$7	$10	$13	$16
Water Heating					
Natural Gas					
Electric	$14	$16	$21	$25	$30
Other Electric	$18	$22	$32	$45	$58
Assumed Tenant-Paid Utilities, All Electric (1)	**$52**	**$62**	**$84**	**$109**	**$135**

(1) Assumes electric cooking, heating, water heating, and other electric.

Source: Housing Authority of the County of San Mateo, effective 11/1/2019.

Table A-8
Affordable Rent Calculations by Income Level
Rental Housing
East Palo Alto Affordability Gap and In Lieu Fee Analysis

Assumptions

2020 Median Income, San Mateo County	$143,100
2020 Adjusted Median Income for Calculating Rents (1)	$174,000
Affordable Housing Expense As a % of Income (2)	30%

No. of Bedrooms	**Studio**	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**
Household Size	1.0 Persons	1.5 Persons	3.0 Persons	4.5 Persons	6.0 Persons
Household Size Income Adjust. Factor	70%	75%	90%	104%	116%
Renter Utility Allowance (3)	$52	$62	$84	$109	$135

	Studio	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**
Per Unit Supportable Mortgage By Income Level					
35% of MFI					
Annual Income Limit	$42,630	$45,675	$54,810	$63,336	$70,644
Affordable Monthly Housing Expense	$1,066	$1,142	$1,370	$1,583	$1,766
Less: Monthly Utility Allowance	($52)	($62)	($84)	($109)	($135)
Affordable Monthly Rent	$1,014	$1,080	$1,286	$1,474	$1,631
50% of Median					
Annual Income Limit	$60,900	$65,250	$78,300	$90,480	$100,920
Affordable Monthly Housing Expense	$1,523	$1,631	$1,958	$2,262	$2,523
Less: Monthly Utility Allowance	($52)	($62)	($84)	($109)	($135)
Affordable Monthly Rent	$1,471	$1,569	$1,874	$2,153	$2,388
60% of Median					
Annual Income Limit	$73,080	$78,300	$93,960	$108,576	$121,104
Affordable Monthly Housing Expense	$1,827	$1,958	$2,349	$2,714	$3,028
Less: Monthly Utility Allowance	($52)	($62)	($84)	($109)	($135)
Affordable Monthly Rent	$1,775	$1,896	$2,265	$2,605	$2,893

Summary of Affordable Rents	**Studio**	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**
35% of Median	$1,014	$1,080	$1,286	$1,474	$1,631
40% of Median	$1,166	$1,243	$1,482	$1,701	$1,883
50% of Median	$1,471	$1,569	$1,874	$2,153	$2,388
70% of Median	$1,775	$1,896	$2,265	$2,605	$2,893
80% of Median	$2,384	$2,548	$3,048	$3,510	$3,902
130% of Median	$3,907	$4,179	$5,006	$5,772	$6,425

(1) Since the Bay Area is a high housing cost area, income limits for households at 80% of AMI are adjusted upwards from the straight AMI calculations; the effective median income equals $161,400 for a household of four at 100% AMI.
(2) Assumes 30% of gross income for rent plus utilities.
(3) Assumes tenants pay for electric cooking, heating, water heating and other electric. Based on utility allowances from the Housing Authority of San Mateo County, effective 11/1/2018.
Source: HUD; Housing Authority of San Mateo County; DRA.

Table A-9
Rental Net Operating Income and Supportable Mortgage
Prototype 4
Apts. w/ Struct. Pkg
East Palo Alto Affordability Gap and In Lieu Fee Analysis

	Projections		Assumptions	
	No Tax Credits	4% Tax Credits, Tax Exempt Bonds	No Tax Credits	4% Tax Credits, Tax Exempt Bonds
Number of Units by Income Level			**% Units by Income and Unit BR Count**	
35% AMI			**35% AMI**	**35% AMI**
One Bedroom	18	18	25%	25%
Two Bedroom	22	22	25%	25%
Three Bedroom	4	4	25%	25%
40% AMI			**40% AMI**	**40% AMI**
One Bedroom	0	0	0%	0%
Two Bedroom	0	0	0%	0%
Three Bedroom	0	0	0%	0%
50% AMI			**50% AMI**	**50% AMI**
One Bedroom	35	35	50%	50%
Two Bedroom	43	43	50%	50%
Three Bedroom	9	9	50%	50%
60% AMI			**60% AMI**	**60% AMI**
One Bedroom	18	18	25%	25%
Two Bedroom	22	22	25%	25%
Three Bedroom	4	4	25%	25%
Monthly Gross Rents			**Monthly Rent by Income and BR Count**	
35% AMI			35% AMI	Tax Credit Rents
One Bedroom	$19,440	$19,440	One Bedroom	$1,080
Two Bedroom	$28,292	$28,292	Two Bedroom	$1,286
Three Bedroom	$5,896	$5,896	Three Bedroom	$1,474
50% AMI			50% AMI	
One Bedroom	$54,915	$54,915	One Bedroom	$1,569
Two Bedroom	$80,582	$80,582	Two Bedroom	$1,874
Three Bedroom	$19,377	$19,377	Three Bedroom	$2,153
60% AMI			60% AMI	
One Bedroom	$34,128	$34,128	One Bedroom	$1,896
Two Bedroom	$49,830	$49,830	Two Bedroom	$2,265
Three Bedroom	$10,420	$10,420	Three Bedroom	$2,605
Annual Gross Rents	$3,640,872	$3,640,872		
Less: Vacancy	($182,044)	($182,044)		
Less: Operating Costs	($1,050,000)	($1,050,000)	**Total Units:**	175
Less: Replacement Reservses	($43,750)	($43,750)		
Net Operating Income	$2,365,078	$2,365,078	One Bedroom	40%
Annual Debt Service	$2,056,590	$2,056,590	Two Bedroom	50%
Permanent Mortgage Amount	$28,585,163	$31,925,408	Three Bedroom	10%
Vacancy Rate	5.00%	5.00%		
Annual Operating Cost Per Unit	$6,000	$6,000		
Annual Replace. Reserve/Unit (1)	$250	$250		
Mortgage Interest Rate	6.00%	5.00%		
Debt Coverage Ratio	1.15	1.15		
Term (Years)	30	30		

Source: DRA

Table A-10
Rental Gap and In Lieu Fee With 4% Tax Credits
Prototype 4
Apts. w/ Struct. Pkg
East Palo Alto Affordability Gap and In Lieu Fee Analysis

	No Tax Credits	4% Tax Credits, Tax Exempt Bonds	Assumptions	
SOURCES AND USES				
			Total Units	175
PERMANENT SOURCES OF FUNDS			Acres	2.50
Federal Tax Credit Equity (1)	$0	$40,803,684	Unit/Acre	70.00
Permanent Mortgage	$28,585,163	$31,925,408	Gross Bldg SF	166,125
Deferred Developer Fee (2)	$0	$0		
Gap Financing Required	$97,026,862	$43,761,056		
TOTAL SOURCES	**$125,612,025**	**$116,490,147**		
Permanent Gap Financing/Unit	$554,439	**$250,063**		
Permanent Gap Financing/SF	$584.06	**$263.42**		
PERMANENT USES OF FUNDS				
Land Acquisition Costs	$16,335,000	$16,335,000		
Direct Construction Costs	$73,095,000	$73,095,000		
Soft Costs	$21,928,500	$22,033,500		
Capitalized Operating Reserve (3)	$0	$776,647		
Developer Fee/Profit (4)	$14,253,525	$4,250,000		
TOTAL COST	**$125,612,025**	**$116,490,147**		
Total Cost Per Unit	$717,783	$665,658		
Assumptions and Calculations				
			% of Cost in Basis (Exluding Land)	
Tax Credit Basis			**4% Tax Credits**	
Land Acquisition Costs	N/A	$0	0%	
Direct Construction Costs	N/A	$73,095,000	100%	
Soft Costs	N/A	$9,915,075	45%	
Developer Overhead and Profit	N/A	$4,250,000	100%	
Total Tax Credit Basis	N/A	$87,260,075	87%	
Basis Boost (%) (5)	N/A	130%		
Total Tax Credit Basis	N/A	**$113,438,098**		
Tax Credit Rate (Per CTCAC) (6)	N/A	3.27%		
Annual Tax Credits (7)	N/A	$3,709,426		
Tax Credit Pricing	N/A	$1.10		
Maximum Federal Tax Credit Equity		$40,803,684		

N/A = not applicable.
(1) Equals annual tax credits multiplied by tax credit pricing multiplied by 10 years.
(2) DRA did not estimate the deferred developer fees that could be used to reduce or close the gap.
(3) Under California Tax Credit Allocation Committee (CTCAC), minimum reserve pf 3 months operations plus debt service.
(4) For no tax credit scenario, assumes 15% of hard plus soft costs. For 4% tax credits, equals 15% of eligible basis to a maximum of $2.5 M plus $10,000 per unit per CTCAC Regulations.
(5) Projects located in a Qualified Census Tract (QCT) or Difficult to Develop Area (DDA) are eligible for a 30% basis boost. East Palo Alto zip code 94303 is a DDA.
(6) 2019 tax credit factors from CTCAC.
(7) Equals total tax credit basis multiplied by tax credit rate.

Source: DRA

PUBLIC HEARING ITEM 8.3

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: **July 16, 2024**

TO: Honorable Mayor and Members of the City Council

VIA: John D. Lê, City Attorney

SUBJECT: **Introduction of an Ordinance Amending the Salary for Members of the East Palo Alto City Council**

Recommendation

By motion, waive the first reading and introduce an ordinance amending Section 2.08.150 of the East Palo Alto Municipal Code increasing the salary for members of the East Palo Alto City Council.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority #4: Ensure Our Financial and Organizational Health.

Background

State Law authorizes cities to enact a local ordinance that provides a salary to councilmembers. California Government Code section 36516 provides that a city council may, by ordinance, establish a salary based upon the population of the city.

In 1983, the East Palo Alto City Council adopted Ordinance No. 8-83 providing a salary to council members in the amount of $150 per month. In 1985, the Council adopted Ordinance No. 057 providing the same benefits to councilmembers that are paid to City employees. Specifically, Ordinance No. 057 authorized payment of premiums for basic health insurance coverage, supplemental insurance coverage, and a contribution to 401K retirement program.

In 1986, the City Council adopted Ordinance No. 75 increasing the City Council salary to $300 per month. These three ordinances (No. 8-83, No. 057 and No. 075) were collectively codified in East Palo Alto Municipal code section 2.08.150.

In 2018, the City Council adopted Ordinance No. 418, which increased the salary to $600 per month and eliminated the contribution to a 401K retirement program. Section 2.08.150 now reads:

> Article II – Salaries and Benefits
>
> 2.08.150 – Established.
>
> A. Pursuant to the provisions of Section 36516 (a)(1) of the California Government Code, each council member shall receive as salary the sum of six hundred dollars ($600.00) per month. Such salary shall be payable in the same manner as salaries are paid to other officers and employees of the city.
>
> B. The salaries set forth in this section shall be exclusive of any amount payable to council members as reimbursement for actual and necessary expenses incurred in the performance of city duties.
>
> 1. The city shall pay the premium for basic health insurance coverage for council members in the same amount and for the same coverages as provided for full time, regular city employees.
>
> 2. The city shall pay the premium for supplemental life insurance coverage for council members in the same amount and for the same coverages as provided for management and public safety employees.

On June 29, 2023, Governor Newsom signed into law Senate Bill 329 (“SB 329”) which increases the maximum amount of salary that councilmembers may receive. This legislation was intended to increase the compensation schedule for councilmembers in general law cities, which had not been adjusted since 1984. SB 329 allows cities to increase the compensation to adjust for inflation in order to help keep city councils more diverse by allowing people from across different income levels to serve the public and support their families.

Given the City’s population, the statute allows for the annual stipend of certain councilmembers of the City of East Palo Alto to increase to up to $950 per month. Section 36516 reads in relevant part:

> (a)(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
>
> (a)(2) The salaries approved by ordinance under paragraph (1) shall be as follows:
>
> (A) In cities up to an including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.

The official April 1, 2020 census determined East Palo Alto's population to be 30,034. Since then, the population has fluctuated a bit, but remains less than 35,000.

Any retirement, health and welfare, federal social security benefits, or reimbursement for actual and necessary expenses are not included for purposes of determining salary under section 36516.

No ordinance may be enacted or amended to provide automatic future increases in salary. The Council is empowered, however, to adopt an ordinance revising the salary or may submit to the electors the question of whether city councilmembers should receive a salary and the amount of the salary.

SB 329 requires that an ordinance to increase councilmember compensation be considered in an open session with at least two regular meetings. The ordinance must include findings demonstrating the need for increased compensation and there must be at least seven days between the introduction and adoption of the ordinance.

A councilmember may waive any or all of the compensation authorized by the Government Code.

Analysis

The Council's salary has not increased since the pre-pandemic era (2018). Yet, since that time, general price levels and the overall cost of living have increased to substantially for some time now, especially immediately after the pandemic. Additionally, the aim of SB 329 was to ensure diversity of representation on city councils statewide and how socio-economic status can affect that. For instance, in relevant legislative history in SB 329, which provides cities with authority to raise the annual stipend paid to councilmembers, the bill's sponsor highlighted the need to adjust councilmember pay, which applies in the City of East Palo Alto:

> "City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome."

Similarly, ensuring that councilmembers represent residents that live, work, and play in the City of East Palo Alto on many levels, including socio-economic facets, is an important purpose of the bill (SB 329) as it applies to general law cities.[1]

Under Government Code section 36516.5, the proposed stipend increase for up to $950 per month currently before the Council this evening would not take effect until "one or more members of the city council becomes eligible for a salary increase by virtue of the councilmember beginning a new term of office." In November 2024, several seats will be up for election, so a salary increase may become effective at that time for all councilmembers.

For the reasons set forth in this agenda report, staff recommends that the City Council, by motion, waive the first reading and introduce an ordinance increasing Council salary from its current $600 per month to the statutorily authorized $950 per month, effective the first pay period after the election results are certified and the new terms commence. All councilmembers shall be eligible for the $950 monthly stipend level, unless s/he waives this compensation in favor of some other lower amount.

Fiscal Impact

The annual cost increase by this action would be estimated to be approximately $4,500. There is no budget amendment necessary for the current year 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 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

1. Ordinance

[1] Cal Cities-sponsored legislation would reduce barriers to elected office, adjust council pay for inflation | Cal Cities (Last Accessed: May 20, 2024).

PUBLIC HEARING ITEM 8.3

ORDINANCE NO. _____

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

AMENDING SECTION 2.08.150 OF THE EAST PALO ALTO MUNICIPAL CODE INCREASING THE SALARY FOR MEMBERS OF THE EAST PALO ALTO CITY COUNCIL

WHEREAS, in 1983, the East Palo Alto City Council adopted Ordinance No. 8-83 providing a salary to council members in the amount of $150 per month. In 1985, the Council adopted Ordinance No. 057 providing the same benefits to councilmembers that are paid to City employees. Specifically, Ordinance No. 057 authorized payment of premiums for basic health insurance coverage, supplemental insurance coverage, and a contribution to 401K retirement program; and

WHEREAS, in 1986, the City Council adopted Ordinance No. 75 increasing the City Council salary to $300 per month. These three ordinances (No. 8-83, No. 057 and No. 075) were collectively codified in East Palo Alto Municipal code section 2.08.150; and

WHEREAS, in 2018, the City Council adopted Ordinance No. 418, which increased the salary to $600 per month and eliminated the contribution to a 401K retirement program; and

WHEREAS, on June 29, 2023, Governor Newsom signed into law Senate Bill 329 ("SB 329") which increases the maximum amount of salary that councilmembers may receive. This legislation was intended to increase the compensation schedule for councilmembers in general law cities, which had not been adjusted since 1984. SB 329 allows cities to increase the compensation to adjust for inflation in order to help keep city councils more diverse by allowing people from across different income levels to serve the public and support their families; and

WHEREAS, the official April 1, 2020 census determined East Palo Alto's population to be 30,034. Since then, the population has fluctuated a bit, but remains less than 35,000; and

WHEREAS, the City Council of the City of East Palo Alto's salary has not increased since the pre-pandemic era (2018). Yet, since that time, general price levels and the overall cost of living have increased to substantially for some time now, especially immediately after the pandemic.

WHEREAS, additionally, the aim of SB 329 was to ensure diversity of representation of on city councils statewide and how socio-economic status can affect that. For instance, in relevant legislative history in SB 329, which provides cities with authority to raise the annual stipend paid to councilmembers, the bill's sponsor highlighted the need to adjust councilmember pay, which applies in the City of East Palo Alto:

> “City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome.”

Similarly, ensuring that councilmembers represent residents that live, work, and play in the City of East Palo Alto on many levels, including socio-economic facets, is an important purpose of the bill (SB 329) as it applies to general law cities; and

WHEREAS, East Palo Alto is a majority minority community with many individuals working multiple jobs to provide for themselves and their families financially; and

WHEREAS, providing an increase in Council salary would enable more members of the community to consider participating in its governance, including those with diverse socio-economic backgrounds.

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

SECTION 1: AMENDMENT TO SECTION 2.08.150 OF EPAMC

The City Council hereby amends 2.08.150 of the East Palo Alto Municipal Code to read as follows (with text in ~~strikeout~~ indicating deletion and <u>underlined</u> text indicating addition). Sections and subsections that are not amended by this Ordinance are not included below and shall remain in full force and effect.

A. Pursuant to the provisions of Section 36516 (a)(1) of the California Government Code, each council member shall receive as salary the sum of nine hundred fifty dollars ($~~600.00~~<u>950.00</u>) per month. Such salary shall be payable in the same manner as salaries are paid to other officers and employees of the city.

    1. The salaries set forth in this section shall be exclusive of any amount payable to councilmembers as reimbursement for actual and necessary expenses incurred in the performance of city duties.

2. The city shall pay the premium for supplemental life insurance coverage for councilmembers in the same amount and for the same coverages as provided for management employees.

SECTION 2: CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council 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.

SECTION 3: **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 4: **REFERENCES TO PRIOR CODE**

Unless superseded and repealed (express or implied), references in City forms, documents and regulation to the chapters and sections of the former City codes, shall be construed to apply to the corresponding provisions contained within this Ordinance.

SECTION 5: 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 6: EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days from and after the date of its adoption. The payment of monthly salary authorized pursuant to this Ordinance shall first issue in January 2025.

SECTION 7: PUBLICATION

Within fifteen (15) days of tis adoption, the Ordinance shall be posted in three (3) public places within the City of East Palo Alto, and the Ordinance, or summary of the Ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notice for the City of East Palo Alto prior to the effective date.

This Ordinance was introduced at the_____ meeting of the City Council of the City of East Palo Alto.

PASSED AND ADOPTED this _____ day of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Antonio D. Lopez, Mayor

ATTEST:

_____
James Colin, City Clerk

APPROVED AS TO FORM:

_____
John D. Lê, City Attorney

"

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Amy Chen, Director
Elena Lee, Planning Manager
Salifu Yakubu, Senior Planner

SUBJECT: Pre-Application for a: 1) Conforming rezoning (Zoning Map Amendment) of a 2.11-acre portion of an existing 2.536-acre parcel at 1933 Pulgas Avenue from R-MD-1 Multiple-Family Medium Density Residential Subzone 1 to R-MD-2 Multiple-Family Medium Density Residential Subzone 2; 2) Tentative Tract Map to subdivide the 2.536-acre parcel into two 2.11-acre and 0.426-acre lots and further subdivide the former into 62 airspace condominium units and common areas for parking, open space and other shared amenities; and 3) Design Review permit to develop a 62 unit single-family attached (rowhouse) project in East Palo Alto, CA 94303. APN 063-492-280

Recommendation

Review the Pre-Application (PRE24-001) for 1933 Pulgas Avenue and provide feedback to the applicant and City staff prior to formal application on the following proposed entitlements:

1. Zoning Map Amendment to rezone a 2.11-acre portion of an existing 2.536-acre parcel from R-MD Subzone 1 to R-MD Subzone 2;

2. Subdivision of the original 2.536-acre parcel into two lots followed by a condominium map for 62 rowhouses on the rezoned portion of the site; and

3. Site Design and Architecture approval of the proposed rowhouse development.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Priority: Promote Housing, Economic and Workforce Development

Background

Owner/ Applicant:	Wawaland LLC/Wa Li/Riyad Ghannam, RG-Architecture
Location/ APN:	1933 Pulgas Avenue, East Palo Alto /063-492-280
Existing Use:	Super Market**,** four dwellings and one storage shed.
General Plan Designation:	Medium Density Residential (12.1 – 22 du/ac)
Zoning:	R-MD-1 Multiple-Family Medium Density Residential Subzone 1
Surrounding Zoning:	North: R-LD Single-Family Residential and PUD Planned Unit Development East: R-LD Single-Family Residential South: R-MD-1 Multiple-Family Medium Density Residential Subzone 1 and MUC-2 Mixed Use Corridor Subzone 2 West: R-LD Single-Family Residential
Flood Zone:	N/A
Public Notice:	A public notice was mailed to property owners within 300-feet of the site on July 5, 2024. Additionally, the agenda and staff report were posted on the City's website and on a bulletin-board located at City Hall: 2415 University Avenue, East Palo Alto.

The subject site is 110,476 square feet (2.53 acres) in size and is located on the west side of Pulgas Avenue, about 150 feet northerly of the intersection of Pulgas Avenue and East Bayshore Road. The site is generally rectangularly configured, measuring 136-feet wide by 746-feet long with the 145-foot southern end extending approximately 45 feet farther west where a supermarket is located (Figure 1 with site circled). It is currently improved with six structures comprising the Garden Super Market – a 5,551-square-foot grocery store, four one-story single-family dwellings, and one storage shed.

The applicant intends to retain the Garden Super Market (Supermarket) on a 0.426-acre section of the parcel while the remaining 2.11-acres is rezoned from R-MD Subzone 1 to R-MD Subzone 2. The Supermarket will remain under the current zoning designation of R-MD Subzone 1. Because that designation does not allow commercial uses the Supermarket would remain a legal non-conforming use as it was developed under the county's land use and zoning regulations prior to the City's incorporation in 1983. And since the existing nonconforming use would continue, without alteration, and any new uses proposed by the applicant for the remainder of the property would conform to current code, additional development is permissible and complies with Section 18.74.040 of the East Palo Alto Municipal Code (EPAMC).

The 2.11-acre property will be developed into 62 rowhouses should the rezoning proposal be approved by the City Council. On the other hand, if the Council does not approve the proposal, the applicant could still develop rowhouses under the current zoning, albeit at a smaller density for less than the applicant's desire for 62 units. The following tables illustrate the inherent

development capacities under various scenarios of the current (Table 1) and proposed (Table 2) zones.

Figure 1: East Palo Alto Zoning – R-MD-2 subzones in proximity to R-LD Single-Family Residential zones denoted with red arrows.

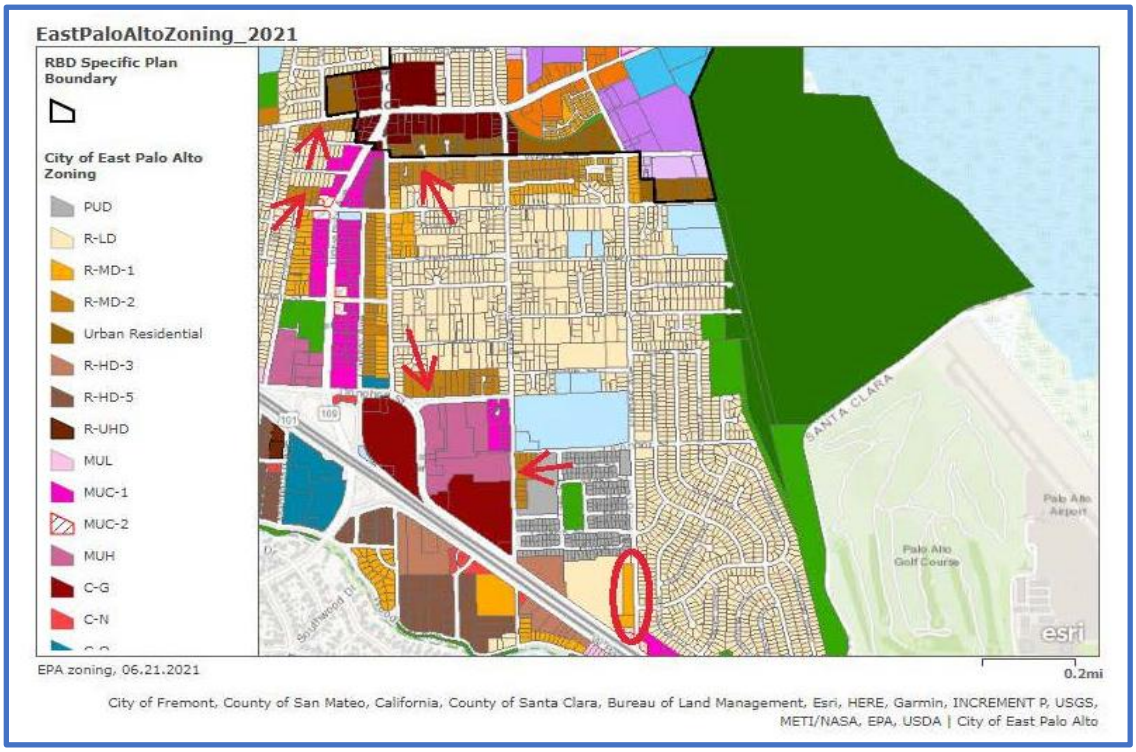


Table 1: No Zone Change Alternative
Inclusionary Level, Density Bonus, and Dwelling Unit Yield Worksheet
Maintain the current R-MD-1 Multiple-Family Medium Density Residential Subzone 1 (12 - 15 du/ac) for a base yield of 25 – 31 dwelling units.

Scenario No.	Inclusionary Provided		Eligible Density Bonus	Base Units	Density Bonus Units	Total Units
	Low Income	Moderate Income				
1	0%	20%[1]	15%	31	5	**36**
2	20%	0%	35%	31	11	**47**
	0%	20%	15%		5	
3	20%	0%	35%	31	11	**50**
	0%	30%	25%		8	
4	24%	0%	50%	31	16	**57**
	0%	36%	31%		10	

Under the No Zone Change alternative, it is possible to develop between 36 and 57 total units under various inclusionary housing levels and corresponding density bonuses. However, according to the applicant, apart from scenario 1, which is based on the City's 20%

[1] City of East Palo Alto 20% Inclusionary Housing

inclusionary housing requirement, the other scenarios are not financially feasible due to the high levels of below market rate (BMR) units (40% BMR for scenario 2, 50% for scenario 3, and 60% for scenario 4).

The proposed project seeks to rezone the current R-MD-1 Subzone to R-MD-2 since, according to the applicant, the former does not provide enough dwelling units for financial feasibility.

A review of the current East Palo Alto zoning map reveals several parts of the City where R-MD-2 subzones are situated in proximity to R-LD Single-Family Residential zones similar to the proposed rezoning site (Figure 1). These areas (denoted in Figure 1 with red arrows) include south of Weeks Street between Cooley Avenue and Clarke Avenue, north of Donohoe Street between Cooley Avenue and Clark Avenue, south of Bay Road between Glen Way and University Avenue, north of Runnymede Street between Glen Way and University Avenue, and north of Bay Road at Palo Verde Avenue. Unlike most of these locations, however, the subject site has the advantage of proximity to two major streets in the City - Pulgas Avenue, and East Bayshore Road, while also being near US 101/Bayshore Freeway. Because both the R-MD-1 and R-MD-2 subzones implement the Medium Density Residential General Plan designation, the proposed project is classified as a conforming rezoning and therefore does not require a General Plan amendment.

Table 2 below illustrates a range of inclusionary housing scenarios, the amount of eligible density bonuses and resulting number of total dwelling units. The applicant's preferred scenario #3 provides 30% inclusionary housing (10% low income and 20% moderate income), for an eligible density bonus of 16 dwelling units and a total project yield of 62 units.

Table 2: Rezoning Project Alternative
Inclusionary Level, Density Bonus, and Dwelling Unit Yield Worksheet
Rezone to R-MD-2 Multiple-family medium density residential (12 - 22 du/ac)

Scenario No.	Inclusionary Provided		Eligible Density Bonus	Base Units	Density Bonus Units	Total Units
	Low Income	Moderate Income				
1	0%	20%[2]	15%	46	7	**53**
2	0%	30%	25%	46	12	**58**
3	10%	0%	20%	46	9	**62**
	0%	20%	15%		7	

A full description of the project, including the background and analysis of the site design and architectural concepts of the project, is provided in the April 22, 2024 Planning Commission staff report attached as Attachment 1, and also available on page 34 of the following link: e078af3d-b714-11ee-bb82-0050569183fa-88739655-4535-4dfb-8d17-688f5e5d89b8-1713818058.pdf (d3n9y02raazwpg.cloudfront.net)

[2] City of East Palo Alto 20% Inclusionary Housing Requirement. See Housing webpage: https://www.cityofepa.org/housing/page/inclusionary-housing

Pre-Application Process
The goal of the pre-application process is to allow City staff and partner agencies to work with the applicant and coordinate an early review of major and complex applications. As a Zoning Text Amendment is required, the proposed project, PRE24-001, meets the definition of both a major Project because it proposes more than 20 residential units and a Complex Project because it requires a rezoning per EPAMC Sections 18.82.030(A)(1) (b)(3) and (a)(2)[3], and has so far gone through the following outreach efforts:

1. Community Meetings: As required for pre-applications, the applicant provided neighborhood notification and organized an in-person community meeting on March 21, 2024 to discuss the proposed project and to document any community concerns and input. All property owners within 300 feet of the project and community groups and organizations were notified by meeting flyers that were mailed by the applicant on February 28, 2024. Only two people attended the meeting, a property owner of a residential rental property located across Pulgas Avenue from the site, and their grandson. They inquired about the potential impacts of the proposal on the values of other properties in the neighborhood and expressed their initial support for the proposal.

2. Development Review Committee (DRC) Meeting: The Planning staff held a DRC meeting with staff from the Public Works Department, Building and Code Enforcement Division, Police Department, and East Palo Alto Sanitary District (EPASD) on April 17, 2024, to discuss design and development issues associated with the project and its compliance with the Municipal Code and applicable state land use and planning legislation. The applicant was advised to reach out to absentee agencies including Menlo Fire Protection District and Veolia Water for their comments.

3. Planning Commission Study Session: The Commission held a study session on April 22, 2024 with six (6) Commissioners in attendance.

   While all three components of the proposed project (Rezoning, Subdivision, and Design Review) were presented by staff and the applicant, the Planning Commission discussion focused primarily on Design Review. The applicant explained that they were seeking feedback on the conforming rezoning request, but also provided some project details. Because it is still early in the process, the applicant was open to hearing design feedback. Most of the study session was spent on project comments from Commissioners, with a few questions being asked of staff or the applicants to clarify aspects of the proposal. Following, is a summary of the Planning Commissioners' discussion:

   A. Automobile traffic and congestion – Concerns were raised that introducing a 62-unit project at this location would exacerbate the existing congestion and possibility overwhelm the capacity of the transportation infrastructure.

   B. Parking – Even though the proposal includes enough parking consistent with the requirements of the EPAMC, comments were expressed about the general lack

[3] See City Community Outreach Policy: https://www.cityofepa.org/planning/page/community-outreach-policy

of parking in the area, and the possibility of this project making the situation worse. A desire for curbside parking on Pulgas Avenue was expressed.

C. Pedestrian and Bicyclists safety – The Pulgas Avenue corridor is not uniformly improved, exhibiting different widths of right-of-way and amenities from Bay Road to East Bayshore Road. It is characterized as follows:

   a. Bay Road to Oakes / Gaillardia Streets – The right of way is improved on both sides with sidewalks, curbside parking, a bike route (class III), and two travel lanes.

   b. East side from Oakes / Gaillardia Streets to East Bayshore Road - Pulgas Avenue is improved with a sidewalk, curbside parking, bike lane (class II bicycle facility), and one travel lane.

   c. West side from Oakes / Gaillardia Streets to East Bayshore Road – Pulgas Avenue is improved with a sidewalk, curbside parking, and bike lane (class II) up to the Palo Mobile Estates property, from where it becomes a bike route with one travel lane and no sidewalk nor curbside parking past the subject property to East Bayshore Road.

   A comment was made to encourage the developer to engage the City, and possibly the Palo Mobile Estates, to find a way to widen and improve Pulgas Avenue with sidewalks, curbside parking, and a bike lane from the Palo Mobile Estate property to East Bashore Road. These right-of-way improvements would improve walkability and enhance the safety of both pedestrians and bicyclists.

D. Infrastructure issues – Statements were made regarding the capacity of the City's infrastructure systems, particularly portable water, adequate fire-flow and sanitary sewer and the developer was urged to engage the appropriate service providers and the District as early as possible to address any foreseeable issues that might constrain the future development of the proposal.

E. Renewable Energy – Support was expressed for the plan to equip the development with a custom transformer, generate significant amounts of solar electricity, and for the proposed project to be 100%-electric consistent with the City's Reach Code.

F. Site Design and Building Architecture – Several comments were made on the proposed design of the site and rowhouses. These include:

   a. The project contains too many units and ought to be scaled down to respect the surrounding neighborhood context.

   b. The common open space on the podium or the first floor deck appears too narrow and should be articulated or segmented to prevent a wind tunnel effect.

c. The existing Garden Supermarket should be continued and renovated to continue serving the surrounding neighborhood.

d. The project looks and feels overly modular, and its somewhat monotonous architecture needs to be refined and differentiated, but in a way that will maintain the cohesion and unity of the proposed architecture.

4. Public Comments: About half a dozen City residents attended the meeting, but only one, a resident of University Square neighborhood, provided comments on the project. He was concerned about the potential impact of the proposed project on the already congested on-street parking. Additionally, he said the University Square neighborhood suffers frequent power outages and is concerned that the proposed project would worsen the situation. Finally, while he expressed his support for the design of the proposed project, he urged the architect to employ durable architectural materials that would age well.

City Council Review of Proposed Project

This pre-application would allow the City Council to review the applicant's proposal and provide early input on all of its three components, and to offer any guidance and direction to the applicant. This guidance and/or direction may be instructive in the applicant's decision to file a formal application based on the current pre-application concept, a modified variant, or, in some cases, a completely different project. In fact, just before the publication of this report, the applicant team has alerted staff of a modified project they have been contemplating in the spirit of wanting the best possible project for the site and in response to comments from the last Planning Commission study session.

This modified variant (Attachment 4) includes the same number of units with a new underground parking facility. It also breaks down the large monolithic building previously proposed into four smaller buildings with intervening multi-use porticoed plazas doubling as emergency/fire-vehicle staging areas. These smaller buildings have a lower building profile adjacent to Palo Mobile Estates, and a generally more neighborhood-friendly building mass. The applicant will present this variant at the Council study session.

At the completion of Council's discussion of the project, the applicant would be seeking the following information:

1. What is the Council's preliminary feedback on the proposal to amend the Zoning Map for the subject property from R-MD-1 (subzone 1) to R-M-D-2 (subzone 2)?

2. What would potentially be the Council's preference for rezoning and subdividing the property?

   a. Rezoning the residential component and subdividing it for 62 air space condominium units? or

   b. Subdividing the subject parcel into two lots, with one legal non-conforming lot which houses the Supermarket and one residential lot, and subsequently subdividing the 2.11-acre residential lot into 62 air space condominium units?

3. What is the Council's input on the site and architectural designs (the original design and modified variant) of the proposed 62-unit rowhouse complex, which would include the following state mandated concessions, incentives, and waivers:

    a. Concession/Incentive #1: Increase Building Height from a maximum 36-feet to 46-feet.
    b. Concession/Incentive #2: Decrease Front Setback from 20-feet to 10-feet after 20-foot dedication for public right-of-way.
    c. Concession/Incentive #3: Decrease Rear Setback from 20-feet (first story) and 30-feet (second story) to 10-feet.
    d. Waiver #1: Increase maximum Site Coverage from 60% to 64%.
    e. Waiver #2: Increase maximum Floor Area Ratio from a maximum 0.65 to 1.79.
    f. Waiver #3: Decrease size of typical Parking Space to 8-feet by 16-feet.

Next Steps

The proposed project is deemed a Complex Project pursuant to the EPAMC Sections 18.82.030(A)(1) (b)(3) and (a)(2)[4], and the Zoning Map Amendment (rezoning) is a legislative action subject to City Council consideration and ordinance. Thus, to meet the goals of maximum outreach and review, and for the benefit of the applicant and public, the pre-application should be thoroughly reviewed, and early community input should be provided before the applicant submits a formal application.

After this study session, the next step is for the applicant to submit formal applications for the rezoning and then the design review applications. The formal applications would be subject to additional community outreach, and more Planning Commission and City Council hearings consistent with the Development Code.

Fiscal Impact

This preliminary development application has no fiscal impact on the General Fund.

Public Notice

The public was provided with 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. All property owners within 300 feet of the subject project and community groups or organizations were notified of this study session by meeting flyers mailed on July 5, 2024.

The project applicant held an in-person community meeting on March 21, 2024 at the Lewis and Joan Platt YMCA building at 550 Bell Street in East Palo Alto, and the Planning Commission held a study session on April 22, 2024.

[4] See City Community Outreach Policy: https://www.cityofepa.org/planning/page/community-outreach-policy

More community outreach and public meetings will be required, per the Community Outreach Policy, if the applicant continues to pursue this development after the study session. Please see the following webpage to learn more: https://www.cityofepa.org/planning/page/community-outreach-policy.

Environmental

The Pre-Application is not a project under the California Environmental Quality Act (CEQA) as its sole purpose is to seek information and is not by itself implementable. However, formal Zone Map Amendment and Design Review applications would qualify as projects. At that time, the projects will be fleshed out to determine the full scope of environmental review pursuant to the California Environmental Quality Act (CEQA).

Based on best practice the Zoning Map Amendment may likely qualify to rely on the Environmental Impact Report for the Vista 2035 General Plan for environmental clearance, while the rowhouse project, as an infill development, may qualify for a Class 32 Categorical Exemption, as described below:

15332. In-Fill Development Projects - Class 32 consists of projects characterized as in-fill development meeting the following conditions:

a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
b. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
c. The project site has no value as habitat for endangered, rare or threatened species.
d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
e. The site can be adequately served by all required utilities and public services.

This class is not intended to be applied to projects which would result in any significant traffic, noise, air quality, or water quality effects.

Government Code § 84308

Applicability of Levine Act: No, at this stage, as an informational meeting only, the proposed action does not yet involve an entitlement.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Planning Commission Staff Report

2. East Palo Alto General Plan and Zoning Maps
3. Illustrative Rezoning Plans
4. Illustrative Project Alternative 2

Attachment 1

CITY OF EAST PALO ALTO
PLANNING DIVISION
1960 TATE STREET CITY OF EAST PALO ALTO, CA 94303

Date: 4.22.2024

Planning Commission Report

Date: April 22, 2024

To: Honorable Chair and Members of the Planning Commission

From: Salifu Yakubu, Senior Planner
Elena Lee, Planning Division Manager

Subject: Pre-Application for a: 1) Conforming rezoning (Zoning Map Amendment) of a 2.11-acre portion of an existing 2.536-acre parcel at 1933 Pulgas Avenue from R-MD-1 Multiple-Family Medium Density Residential Subzone 1 to R-MD-2 Multiple-Family Medium Density Residential Subzone 2; 2) Tentative Tract Map to subdivide the 2.536-acre parcel into two 2.11-acre and 0.426-acre lots and further subdivide the former into 62 airspace condominium units and common areas for parking, open space and other shared amenities; and 3) Design Review permit to develop a 62 unit single-family attached (rowhouse) project in East Palo Alto, CA 94303. APN 063-492-280

Recommendation

Review the Preliminary Application (PRE24-001) for 1933 Pulgas Avenue and provide feedback to the applicant and City staff prior to formal application.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Priority: Promote Housing, Economic and Workforce Development

Background

Owner/ Applicant:	Wawaland LLC/Wa Li/Riyad Ghannam, RG-Architecture
Location/ APN:	1933 Pulgas Avenue, East Palo Alto /063-492-280
Existing Use:	Super Market**,** four dwellings and one storage shed.
General Plan Designation:	Medium Density Residential (12.1 – 22 du/ac)
Zoning:	R-MD-1 Multiple-Family Medium Density Residential Subzone 1
Surrounding Zoning:	North: R-LD Single-Family Residential and PUD Planned Unit Development East: R-LD Single-Family Residential South: R-MD-1 Multiple-Family Medium Density Residential Subzone 1 and MUC-2 Mixed Use Corridor Subzone 2

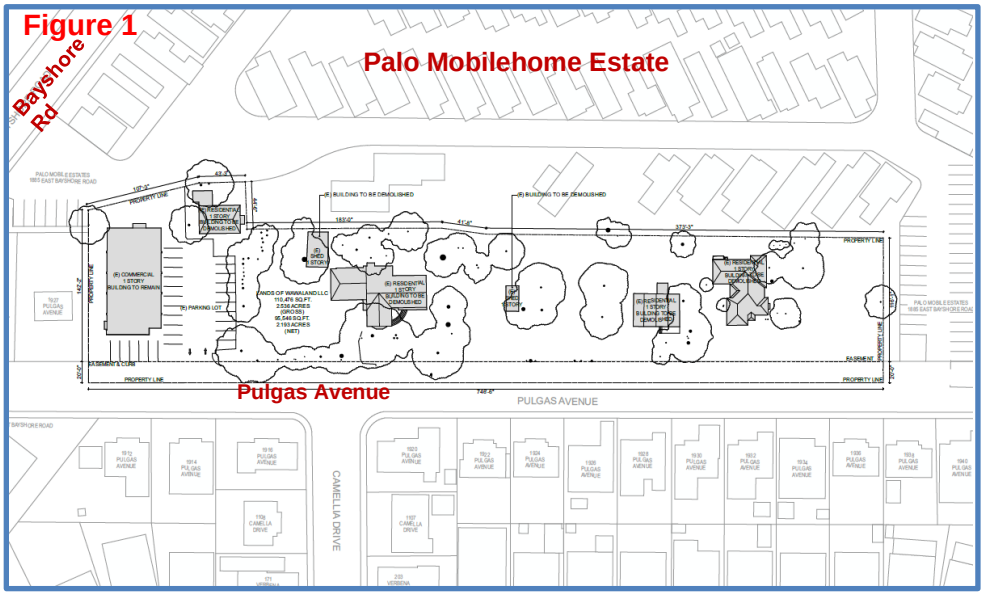
	West: R-LD Single-Family Residential
Flood Zone:	N/A
Public Notice:	A public notice was mailed to property owners within 300-feet of the site on April 10, 2024 and published in the Palo Alto Daily News on April 12, 2024. Additionally, the agenda and staff report were posted on the City's website and on a bulletin-board located at City Hall: 2415 University Avenue, East Palo Alto.
Recusal Map:	According to the Planning Commission Recusal Map, there are no Planning Commissioners that live within 500 ft. of the project site. The closest Planning Commissioner is at least 750 ft away.

Project Description

Site and Surrounding Area:

The subject site is 110,476 square feet (2.53 acres) in size and is located on the west side of Pulgas Avenue, about 150 feet northerly of the intersection of Pulgas Avenue and East Bayshore Road. The site is generally rectangularly configured, measuring 136-feet wide by 746-feet long with the 145-foot southern end extending approximately 45 feet farther west where a supermarket is located (Figure 1). It is currently improved with six structures comprising the Garder Super Market - a 5,551-square-foot grocery store, four one-story single-family dwellings, and one storage shed. It is oriented in a north-south axis along the unimproved westerly section of Pulgas Avenue right-of-way. The structures were built between the mid-forties and sixties, decades before the city's incorporation in 1983, on a single parcel. The parcel's current Multiple-family Medium Density Residential zoning designation does not allow commercial uses; therefore, the supermarket is considered a legal non-conforming use as it was developed under the county's land use and zoning regulations.

Figure 1



The site has been issued 18 code enforcement citations for various violations issued by the City since 2010. The violations included the illegal addition of dwellings, garage conversions, signage, electrical and plumbing works, excessive vehicle storage, and miscellaneous outdoor storage in violation of the East Palo Alto Municipal Code (EPAMC). There have also been instances of the piling of excessive junk and debris, poor maintenance, and general dilapidation of structures, culminating in the City condemning a 3,552-square-foot warehouse

in March 2023 (CE2023-0034). The warehouse was finally demolished after the property owner secured a demolition permit from the city on April 13, 2023. The owner has addressed all the citations noted herein and the site has been free of code enforcement citation since the demolition.

The subject site is surrounded by a mixture of uses to the east (12 single-family dwellings, a mini-storage facility, and tire shop) across Pulgas Avenue, and in clock-wise fashion, a metal fabrication business - Ferro Pacific Erectors, nutrition store, and barber shop to the south, the 131-unit mobilehome park (Palo Mobilehome Estates) and Light Tree apartments to the west, and the Palo Mobilehome Estates parking area and University Square Planned Unit Development to the north (Figure 2). The Light Tree apartment complex was redeveloped in 2023 having been rezoned from R-HD-3 Multiple-Family High Density Residential subzone 3 to R-HD-5 (subzone 5) by the City Council on February 5, 2019. Following the rezoning, 37 units of the then existing 94-unit apartment complex were demolished, 57 units were rehabilitated, and 128 units in two new five-story buildings to the west and east quadrants of the site were added, resulting in a net increase, in the size of the complex, from 94 affordable apartment units to 185. Four buildings that pre-dated the redevelopment of the complex - two two-story and two three-story apartment buildings - occupy the middle of the site.



Palo Mobile Estates sits in between the Light Tree apartments and the proposed project and fronts on East Bayshore Road. The former and the proposed project, if approved, would bookend the mobilehome park. At 10.32 acres the mobilehome park is almost the size of four residential blocks, typified by the University Square development to the north. With a primary ingress/egress on East Bayshore Road, the mobilehome park has minimal traffic impacts on the existing neighborhood residential uses and amenities.

Analysis

The proposed project has three components:

1. Conforming rezoning of a 2.11-acre portion of the existing 2.536-acre parcel at 1933 Pulgas Avenue from R-MD-1 Multiple-Family Medium Density Subzone 1 to R-MD-2 Multiple-Family Medium Density Residential Subzone 2;

2. Tentative Tract Map to subdivide the 2.536-acre parcel into two 2.11-acre and 0.426-acre lots and further subdivide the former into 62 airspace residential condominium units and common areas for parking, open space, and other shared amenities;

3. Design Review permit to develop a 62-unit single-family attached (rowhouse) project in East Palo Alto CA 94303. APN 063-492-280.

The proposed project involves subdividing the subject property into two parcels, one containing the legal nonconforming supermarket and the other a subject of the rowhouse development. The supermarket parcel would include enough area around the building to meet the minimum setback and parking requirements pursuant to the Municipal Code. Table 1 below highlights (in red) the differences between the two subzones of the R-MD Multiple-Family Medium Density Residential zone.

An alternative approach would involve split-zoning of the existing parcel and only subdividing the rezoned 2.11-acre portion into 62 air-space condominium units. This split-zoning approach, while permissible, is not ideal because the continued presence of the grocery store would cause the parcel to remain legal nonconforming even with the new development.

This staff report analyses the 2.11-acre portion of the site, which is the subject of rezoning, and not the remaining portion containing the supermarket. This is considered a conforming rezoning because the proposed designation is consistent with the Medium Density Residential General Plan Land Use Designation, per Vista 2035.

Project Alternatives

The applicant desires to develop the 2.11-acre subject site for 62 rowhouses. Tables 2 and 3 illustrate various inclusionary housing scenarios for a No Zone Change Alternative (maintaining the current R-MD-1 Subzone) and a Rezoning Project Alternative involving rezoning the site from R-MD-1 to R-MD-2.

No Zone Change Alternative:
A “no zone change” alternative considers the applicant’s option if the approvals sought are not approved. As illustrated in Table 2 below, and pursuant to the state density bonus law, Government Code Sections 65915 – 65918, the City’s 20% inclusionary housing requirement entitles the project to a 15% density bonus or five (5) units. The R-MD-1 subzone allows a density range of 12 to 15 dwelling units per acre, translating into 25 to 31 dwelling units for the subject 2.11-acre site. Therefore, the maximum dwelling unit yield of the site, applying the density bonus for a 20% inclusionary housing program, is 36 units, which is 60% of the 62 units desired for financial feasibility. The same applies to a hypothetical 60% inclusionary project (24% low income and 36% moderate income) which yields a maximum of 57 units. This latter scenario is a theoretical exercise and not financially feasible for a market-rate development.

Rezoning Project Alternative:
The Municipal Code divides the R-MD Multiple-Family Medium Density Residential zone into two subzones, R-MD-1 and R-MD-2. Both subzones implement the Medium Density Residential General Plan land use designation, and have the same objective development standards differing in only two areas (see Table 1) – building height of 30-feet (2 1/2 stories) and 36-feet (three stories) and development density of 12 – 15 dwelling units per acre (du/ac) and 12 – 22 du/ac.

Table 1: Comparison between R-MD-1 and R-MD-2 Development Standards[1]

Land Use Designation / Element		Code Regulations (R-MD-1)	Code Regulations (R-MD-2)
General Plan		Medium Density Residential	Medium Density Residential
Zoning		**R-MD-1** Multiple-Family Medium Density Residential Subzone 1	**R-MD-2** Multiple-Family Medium Density Residential Subzone 2
Height		**R-MD-1:** 2-1/2 stories or 30 ft whichever is greater	**R-MD-1: 3** stories or 36 ft whichever is greater
Setbacks	**Front**	20 ft	20 ft
	Corner Vision Triangle	12 ft	12 ft
	Side/St Side	10 ft	10 ft
	Rear 1st Story	20ft	20ft
	Rear 2nd Story	30 ft	30 ft
Min Parcel Dimensions	**Area**	5,000 sq. ft.	5,000 sq. ft.
	Width	50 ft.	50 ft.
	Depth	100 ft.	100 ft.
Lot Area | Coverage Allowed		5,000 sf. | 3,000 sf	5,000 sf. | 3,000 sf
Site Coverage		60 % 3,000 sf. allowed)	60 % 3,000 sf. allowed)
FAR (Floor Area Ratio)		0.65 3,250 sf allowed)	0.65 3,250 sf allowed)
Density/Intensity		**R-MD-1:** 12 to 15 du/acre	**R-MD-2:** 12 to 22 du/acre
Open Space & Landscaping	**Common OS**	250 sq. ft. (min. dimension [length/width] shall be 15 ft)	250 sq. ft. (min. dimension [length/width] shall be 15 ft)
	Private OS	Ground Fl units: 200 sq. ft. (The min. dimension [length/width] shall be six ft)	Ground Fl units: 200 sq. ft. (The min. dimension [length/width] shall be six ft)
		Upper Fl units: 100 sq. ft. (The min. dimension [length/width] shall be six ft)	Upper Fl units: 100 sq. ft. (The min. dimension [length/width] shall be six ft)
Front yard open space		N/A	**N/A**
Parking		3 BR or more – 2 spaces/unit	3 BR or more – 2 spaces/unit
		0.2 guest spaces per unit	0.2 guest spaces per unit

[1] Differences in Development Standards are highlighted in red.

Table 2: No Zone Change Alternative
Inclusionary Level, Density Bonus, and Dwelling Unit Yield Worksheet
Maintain the current R-MD-1 Multiple-Family Medium Density Residential Subzone 1 (12 - 15 du/ac) for a base yield of 25 – 31 dwelling units.

Scenario No.	Inclusionary Provided		Eligible Density Bonus	Base Units	Density Bonus Units	Total Units
	Low Income	Moderate Income				
1	0%	20%[2]	15%	31	5	**36**
2	20%	0%	35%	31	11	**47**
	0%	20%	15%		5	
3	20%	0%	35%	31	11	**50**
	0%	30%	25%		8	
4	24%	0%	50%	31	16	**57**
	0%	36%	31%		10	

The proposed project seeks to rezone the current R-MD-1 Subzone to R-MD-2 since, according to the applicant, the former does not provide enough dwelling units for financial feasibility. A review of the current East Palo Alto zoning map reveals several parts of the City where R-MD-2 subzones are situated in proximity to R-LD Single-Family Residential zones similar to the proposed rezoning site (Figure 3). These areas include south of Weeks Street between Cooley Avenue and Clarke Avenue, north of Donohoe Street between Cooley Avenue and Clark Avenue, south of Bay Road between Glen Way and University Avenue, north of Runnymede Street between Glen Way and University Avenue, and north of Bay Road at Palo Verde Avenue. Unlike most of these locations, however, the subject site has the advantage of proximity to three major streets in the City - Pulgas Avenue, East Bayshore Road, and US 101/Bayshore Freeway. Because both the R-MD-1 and R-MD-2 subzones implement the Medium Density Residential General Plan designation, the proposed project is classified as a conforming rezoning and therefore does not require a General Plan amendment.

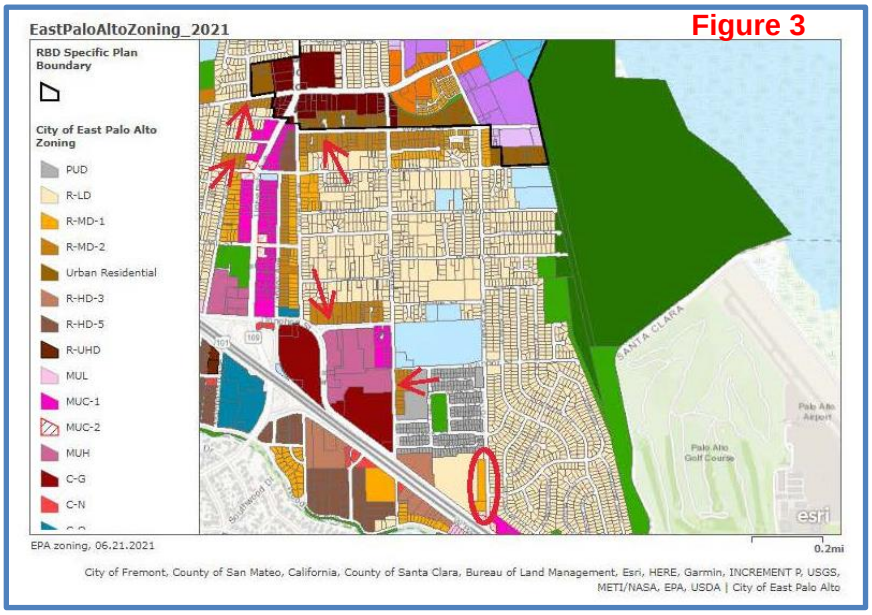


Figure 3

Table 3 below illustrates a range of inclusionary housing scenarios, the amount of eligible density bonuses and resulting number of total dwelling units. Scenario #3 provides 30% inclusionary housing (10% low income and 20% moderate income), for an eligible density bonus of 16 dwelling units and a total project yield of 62 units.

[2] City of East Palo Alto 20% Inclusionary Housing

Table 3: Rezoning Project Alternative
Inclusionary Level, Density Bonus, and Dwelling Unit Yield Worksheet
Rezone to R-MD-2 Multiple-family medium density residential (12 - 22 du/ac)

Scenario No.	Inclusionary Provided		Eligible Density Bonus	Base Units	Density Bonus Units	Total Units
	Low Income	Moderate Income				
1	0%	20%[3]	15%	46	7	**53**
2	0%	30%	25%	46	12	**58**
3	10%	0%	20%	46	9	**62**
	0%	20%	15%		7	

Pre-Application Process:

The proposed project, PRE24-001, meets the definition of a Complex Project per East Palo Alto Municipal Code (EPAMC) sections 18.82.030(A)(1) (b)(3) and (a)(2)[4]. The proposed development, and the required land use entitlements (Zoning Map Amendment and Design Review permit) for the development of 62 airspace condominium units requires a Preliminary Application. In keeping with the requirements for pre-applications, the applicant provided neighborhood notification and organized an in-person community meeting on March 21, 2024 to discuss the proposed project and to document any community concerns and other input. All property owners within 300 feet of the project and community groups or organizations were notified by meeting flyers that were mailed by the applicant on February 28, 2024. Only two people, a property owner and grandson who own a rental house across Pulgas Avenue from the site, attended the meeting. They inquired about the potential impacts of the proposal on the values of other properties in the neighborhood and expressed their initial support for the proposal.

The Planning staff, along with partner City departments/divisions and other districts/agencies participated in a Development Review Committee (DRC) meeting on April 17, 2024, to discuss the project and any potential issues with respect to compliance with the Municipal Code and applicable state land use and planning legislation. Participants included representatives from the City's Planning, Building, and Engineering (Public Works) Divisions, East Palo Alto Police Department (EPAPD), Menlo Fire Protection District, Veolia Water, and East Palo Alto Sanitary District (EPASD).

The goal of the Pre-application process is to allow City staff and partner agencies to work with the applicant and coordinate an early review of major and complex applications. During this process, feedback is solicited from the community and the Planning Commission, often in the form of a study session, to help identify potential issues and solutions prior to the filing of a formal application.

The following table (Tabel 4) describes the required Development Standards for the R-MD-2 Subzone, and the proposed project's compliance with these standards:

[3] City of East Palo Alto 20% Inclusionary Housing Requirement. See Housing webpage: https://www.cityofepa.org/housing/page/inclusionary-housing
[4] See City Community Outreach Policy: https://www.cityofepa.org/planning/page/community-outreach-policy

Table 4: Development Standards

Land Use Designation / Element		Code Regulations (R-MD-2)	Proposed	Complies
General Plan		Medium Density Residential	No Change	Yes
Zoning		**R-MD-2** Multiple-Family Medium Density Residential sub zone 2	No Change	Yes
Height		**R-MD-1: 3** stories or 36 ft., whichever is greater	3 & 4 Stories | 46 -feet	Yes[5]
Setbacks	**Front**	20 ft	10 ft (after 20 ft dedication)	Yes[6]
	Corner Vision Triangle	12 ft	N/A	N/A
	Side/St Side	10 ft	10 ft	Yes
	Rear 1st & 2nd Stories	20ft & 30 ft	10 ft	Yes[7]
Min Parcel Dimensions	**Area**	5,000 sq. ft.	92,161 sf	Yes
	Width	50 ft.	746 ft	Yes
	Depth	100 ft.	136 ft	Yes
Lot Area | Coverage Allowed		5,000 sf. | 3,000 sf	92,161 sf | 58,983 sf	Yes
Site Coverage		60 % 3,000 sf. allowed)	64%	Yes[8]
FAR (Floor Area Ratio)		0.65 3,250 sf allowed)	1.79	Yes[9]
Density/Intensity		12 to 22 du/acre	29.4 du/acre	Yes[10]
Open Space & Landscaping	**Common OS**	250 sq. ft./unit	TBD	TBD
	Private OS	Ground Fl units: 200 sq. ft. = 6,000 sf	200x30 = 6,000 sf	Yes
		Upper Fl units: 100 sq. ft. = 3,200 sf	100x32 = 3,200 sf	Yes
Parking		3 BR or more – 2 spaces/unit = 124	124	Yes
		0.2 guest spaces per unit = 12.4	11	Yes[11]

Because this is a pre-application meeting, the materials provided for Design Review are intentionally conceptual and not as detailed as expected with a formal development application. Therefore, the proposed development is malleable pending input from the community, Planning Commission, and City Council study sessions. The input gathered would inform the size, site

[5] Concession/Incentive #1: Increase Building Height from a maximum 36-feet to 46-feet.
[6] Concession/Incentive #2: Decrease Front Setback from 20-feet to 10-feet after 20-foot dedication for public right-of-way.
[7] Concession/Incentive #3: Decrease Rear Setback from 20-feet (first story) and 30-feet (second story) to 10-feet.
[8] Waiver #1: Increase maximum Site Coverage from 60% to 64%.
[9] Waiver #2: Increase maximum Floor Area Ratio from a maximum 0.65 to 1.79.
[10] Density Bonus
[11] Waiver #3: Decrease size of typical Parking Space to 8-feet by 16-feet.

design, and architecture of the proposed project which would then be finalized and presented for design review and entitlement.

Land Use and Housing:

1. General Plan and Zoning Designations:
   The subject site has a General Plan Land Use Designation of Medium Density Residential. This land use designation provides for the development of a wide range of living accommodations, including house-form multi-family structures, row houses, small-scale apartments, and cooperatives. This designation is intended to provide for an increase in housing units in the City to meet affordability and other community goals. It is located in the City to provide a transition between higher intensity residential and commercial areas and low-density residential neighborhoods. A wide variety of building types are allowed in this designation ranging from duplexes to small scale apartment buildings. The designation ensures that new development complements the scale of existing structures and the existing pattern of development.

   Allowed land uses include a range of multi-family residential uses such as duplexes, triplexes, quadruplexes, row houses, townhouses, courtyard multi-family buildings and small-scale multi-family buildings. Education, cultural, and public assembly uses are conditionally allowed. Density/Intensity range is 12.1 - 22 units/acre or 40 to 80 persons/acre with a maximum development height of 3 stories and 36 feet.

   The R-MD zone is divided into two subzones, R-MMD-1 and R-MD-2, with both intended to implement the Medium Density Residential General Plan. Therefore, the proposal to rezone from one subzone to the other would maintain the parcel's consistency with the General Plan. However, in analyzing the proposal, it is important to ensure that rezoning the property would maintain a contextual fit and not disrupt the structure, character and cohesion of the surrounding neighborhood. Additionally, that the required City of East Palo Alto Municipal Code (EPAMC) findings for a Zoning Map Amendment can be made. Some of the characteristics that benefit the site include its proximity to: 1) three major streets in the City which ensure convenient vehicular access to the site without significantly affecting the surrounding neighborhood with cut-through traffic, and 2) existing and potential high intensity development at the Light Tree apartments and the mini storage site should it redevelop into a future mixed-use development.

2. Inclusionary Housing Requirement:
   The applicant would request a Design Review permit to develop the project if the Zoning Map Amendment is approved. That development would be subject to the requirements of EPAMC Chapter 18.37 - Inclusionary Housing Ordinance (IHO), adopted by the City Council on November 19, 2019. The applicant is proposing a project with 30% (10% low and 20% moderate) inclusionary housing units, which is higher than the required 20%, , in order to gain a cumulative density bonus of 35%. This higher density bonus would result in a total of 62 townhouse units (see scenario 3 of Table 3). While a 30% inclusionary housing project would produce 13.8 affordable units (4.6 low-income units and 9.2 moderate-income units) the applicant has indicated a willingness to provide a total of 16 affordable units (7 low-income units and 9 moderate-income units).

3. State Density Bonus Law:
The State density bonus law requires a city or county to provide a developer who agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among others, with a density bonus and other incentives, concessions, and waivers upon request. If the City Council approves the Zoning Map Amendment, the applicant would pursue a Design Review permit and request a density bonus based on including 10% low-come units and 20% moderate-income units. Pursuant to the City's Affordable Housing-Density Bonus ordinance (EPAMC Chapter 18.36), the project would qualify for a 35% density bonus (20% bonus from the of 10% low-income units and 15% bonus from the 20% moderate-income units). Table 5 shows a breakdown of the affordable and market rate units by scenario.

Table 5: Affordable and Market Rate Units by Scenario
Based on rezoning to R-MD-2 Multiple-family medium density residential (12 - 22 du/ac)

Scenario No.	Inclusionary		Eligible Density Bonus	Base Units	Density Bonus Units	Total Units	Units Breakdown		
	80% AMI	120% AMI					80% AMI	120% AMI	Market Units
1	0%	20%[12]	15%	46	7	**53**	0	9	44
2	0%	30%	25%	46	12	**58**	0	14	44
3	10%	0%	20%	46	9	**62**	5	0	48
	0%	20%	15%		7		0	9	

In addition to the density bonus the City would also be required, pursuant to Government Code Section 65915(d), to provide three (3) "incentives"/ "concessions" (one from including 10% low-income units and two from 20% moderate-income units) that may be used to reduce site development standards or modify zoning code or architectural design requirements, such as reduction in setbacks or minimum square footage requirements and others which result in cost reductions. Other forms of assistance or relief which density bonus projects benefit from include, among others, waivers or reductions of development standards, maximum parking requirements, and special parking requirements based on level of affordability and proximity to transit.

The applicant would require the City to grant the following three (3) concessions and three (3) waivers (as noted in Table 4) to accomplish the project. These are:

a. Concession/Incentive #1: Increase Building Height from a maximum 36-feet to 46-feet.
b. Concession/Incentive #2: Decrease Front Setback from 20-feet to 10-feet after 20-foot dedication for public right-of-way.
c. Concession/Incentive #3: Decrease Rear Setback from 20-feet (first story) and 30-feet (second story) to 10-feet.
d. Waiver #1: Increase maximum Site Coverage from 60% to 64%.
e. Waiver #2: Increase maximum Floor Area Ratio from a maximum 0.65 to 1.79.
f. Waiver #3: Decrease size of typical Parking Space to 8-feet by 16-feet.

Any standards that may physically prevent the project from being built at the permitted density with the granted concessions/incentives must be waived by the city. As of January 1, 2024, Senate Bill SB 713 prohibits cities from requiring reasonable documentation to

[12] City of East Palo Alto 20% Inclusionary Housing Requirement. See Housing webpage: https://www.cityofepa.org/housing/page/inclusionary-housing

verify claims of a project's financial infeasibility when "incentives or concessions" or "waivers or reductions of development standards" are requested.

Findings Required for all Development Code and Zoning Map Amendments.

- *The proposed amendment is consistent with the General Plan and any applicable specific plan; and*

  The R-MD-1 and R-MD-2 designations are subzones of the Multiple-family Medium Density Residential zone. The only differences between them are the code standards for allowable density and building height. All other objective development standards are the same. Since they both implement the site's General Plan land use designation of Medium Density Residential a rezoning from one subzone to the other would maintain the required General Plan consistency without the need for a General Plan amendment.

- *The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

A zoning map amendment would allow additional residential development. . The increased traffic associated with the additional housing may, however, not significantly impact the surrounding neighborhood with congestion or cut-through traffic due to the site's proximity to primary transportation amenities (US 101 and East Bayshore Road) and Pulgas Avenue, which is a major transit route (Route 280) connecting the Palo Alto train station to University Village at Purdue Avenue and Illinois Street. The project would probably require the preparation of a transportation impact study.

Additional Finding for Zoning Map Amendments.

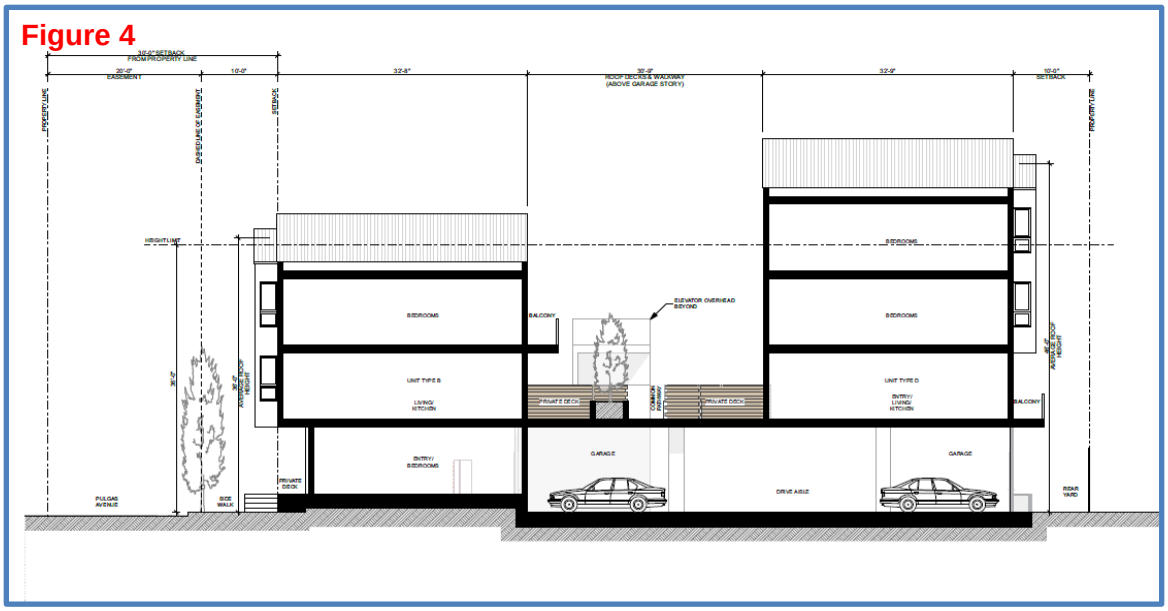
- *The affected site is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.*

  The proposed project would allow the development of 62 three-story rowhouses with provisions for the required automobile and bicycle parking and open space amenities pursuant to the East Palo Alto Municipal Code (EPAMC). All the amenities and services needed for the project to operate independently, without impacting the surrounding environment, would be provided. Secondly, the site is located in an already developed area of the City with ready access to public and emergency vehicles, and public services and utilities. Finally, the site has good accessibility due to its location in proximity to major transportation infrastructure.

Site Design and Building Architecture:

The proposed project would offer a 20-foot dedication to the City, required to complete the Pulgas Avenue right-of-way. Two vehicular access points would be provided at the boundary of the remaining supermarket parcel to the south and the northern edge of the site. The required vehicular and bicycle parking would be accommodated in the parking garage tucked behind the front rowhouses and under the rear units (Figure 4). The southerly access lane would also double as a service lane for garbage collection and various other mechanical equipment.

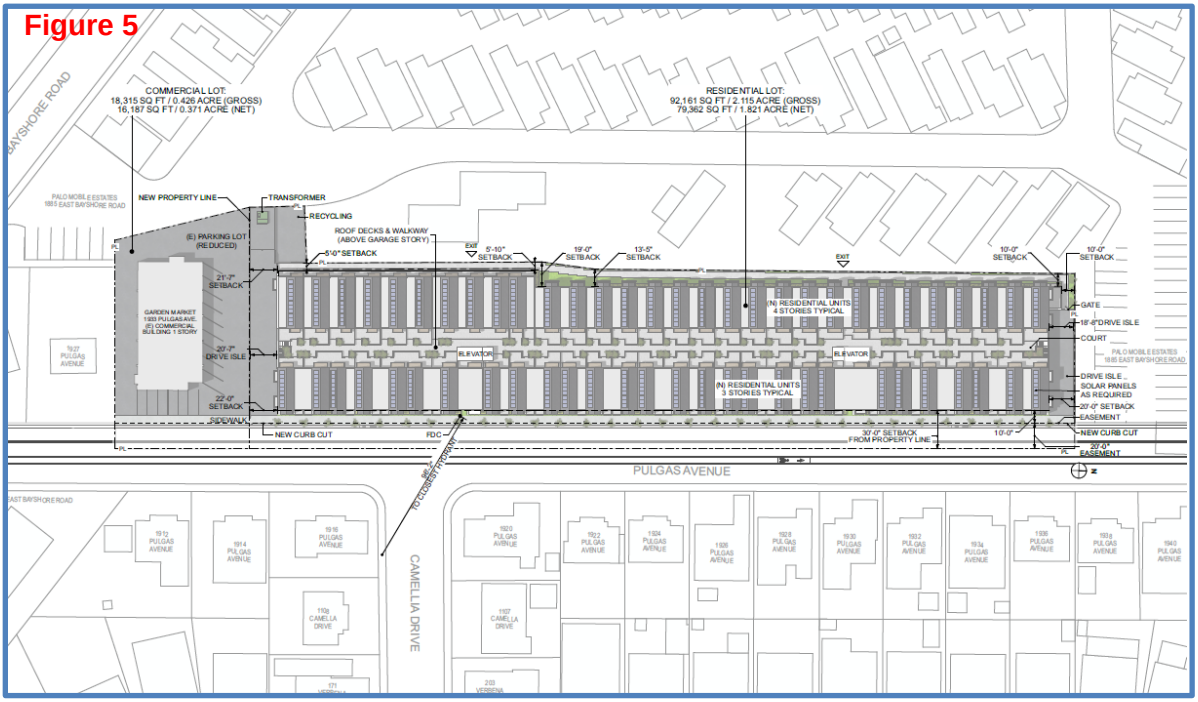
Figure 4



The proposed project consists of two rows of 62 multistory, single-family dwellings that would share at least one wall with neighboring homes. The front row includes 30 units and the back row 32 units (Figure 5). The dwellings are typical rowhouses – townhouses that share distinctive characteristics with their neighboring units – and are uniform in size and general appearance with similar roof lines and foundations.

The front rowhouses are three-stories tall and configured in three banks of gable-roofed units interspersed with two flat-roofed units (8th and 23rd units) strategically located to break up the monotony of a long, homogenous façade. The flat-roofed units would also be finished and painted in a different color than the rest of the rowhouses, for further differentiation and visual

Figure 5



interest. The front façade is well articulated, finished in masonry plaster and vertical stained wood slats and vertical sliding windows, and adorned with black colored decorative stormwater pipes (Figure 6). There is a surface-parking garage tucked behind the front rowhouses with the rear three-story units sitting on top, and thus constituting four stories at 46-feet. The two rows of units are arranged to transition from four stories in the rear to three

Figure 6



stories upfront so as not to overwhelm the residences along the Pulgas Avenue corridor.

Private Open Spaces are provided on top of the parking garage, in-between the front and rear units in the form of landscaped and horizontally articulated alley of spaces (Figure 7). Common Open Space would be provided by way of community rooms and amenity spaces for urban living.

Figure 7



To view more illustrative Rezoning and Design Review Plans please view the project webpage at: https://www.cityofepa.org/planning/project/1933-pulgas-avenue-pre-application

Fiscal Impact

This development application has no fiscal impact on the General Fund.

Public Outreach

The public was provided with 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. A notice was also published in the Palo Alto Daily News on April 12, 2024.

The project applicant held an in-person community meeting on March 21, 2024 at the Lewis and Joan Platt YMCA building at 550 Bell Street in East Palo Alto. The applicant team, Planning staff, and two (2) interested parties attended the meeting. They were a property owner and grandson who own a rental house across from the site. They inquired about the potential impacts of the proposal on values of other properties in the neighborhood and expressed their initial support for the proposal.

If the applicant continues to pursue this development application, more community outreach and public meetings will be required per the Community Outreach Policy. Please see the following webpage to learn more: https://www.cityofepa.org/planning/page/community-outreach-policy.

Environmental Review

The Pre-Application is not a project under the California Environmental Quality Act (CEQA) as its sole purpose is to seek information and is not by itself implementable. However, formal Zone Map Amendment and Design Review applications would qualify as projects. At that time the projects will be fleshed out to determine the full scope of environmental review pursuant to the California Environmental Quality Act (CEQA).

Based on best practice the Zoning Map Amendment may likely qualify to rely on the Environmental Impact Report for the Vista 2035 General Plan for environmental clearance, while the rowhouse project, as an infill development, may qualify for a Class 32 Categorical Exemption, as described below:

15332. In-Fill Development Projects - Class 32 consists of projects characterized as in-fill development meeting the following conditions:

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
c) The project site has no value as habitat for endangered, rare or threatened species.
d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
e) The site can be adequately served by all required utilities and public services.

This class is not intended to be applied to projects which would result in any significant traffic, noise, air quality, or water quality effects.

Next Steps

Because the proposed project is deemed a Complex Project pursuant to the East Palo Alto Municipal Code (EPAMC) Sections 18.82.030(A)(1) (b)(3) and (a)(2)[13], and since the Zoning Map Amendment (rezoning) is a legislative action subject to City Council consideration and ordinance, it is staff's goal to subject this pre-application to maximum outreach and study, for the benefit of the applicant, prior to formal application. Staff are aware of the time and financial investments involved in the city's legislative and quasi-judicial land use review processes and the outreach process will ensure early community input. Therefore, in the spirit of transparency and comprehensive outreach, the proposed project would be scheduled to the City Council for feedback and comments following the Planning Commission's discussion of the preliminary review application.

[13] See City Community Outreach Policy: https://www.cityofepa.org/planning/page/community-outreach-policy

Government Code § 84308

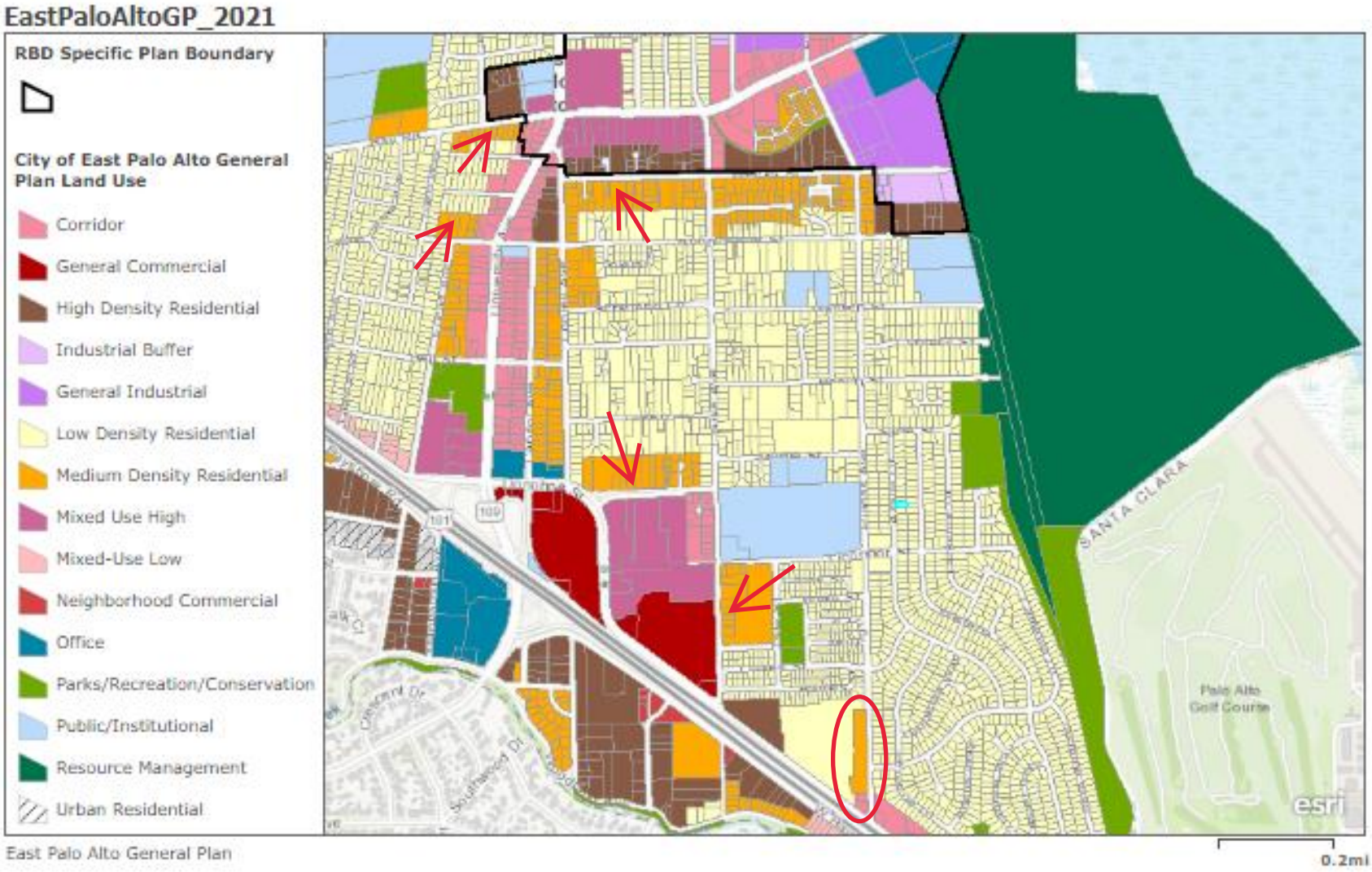
Applicability of Levine Act: No, at this stage, as an informational meeting only, the proposed action does not yet involve an entitlement.

Analysis of Levine Act Compliance: Not applicable.

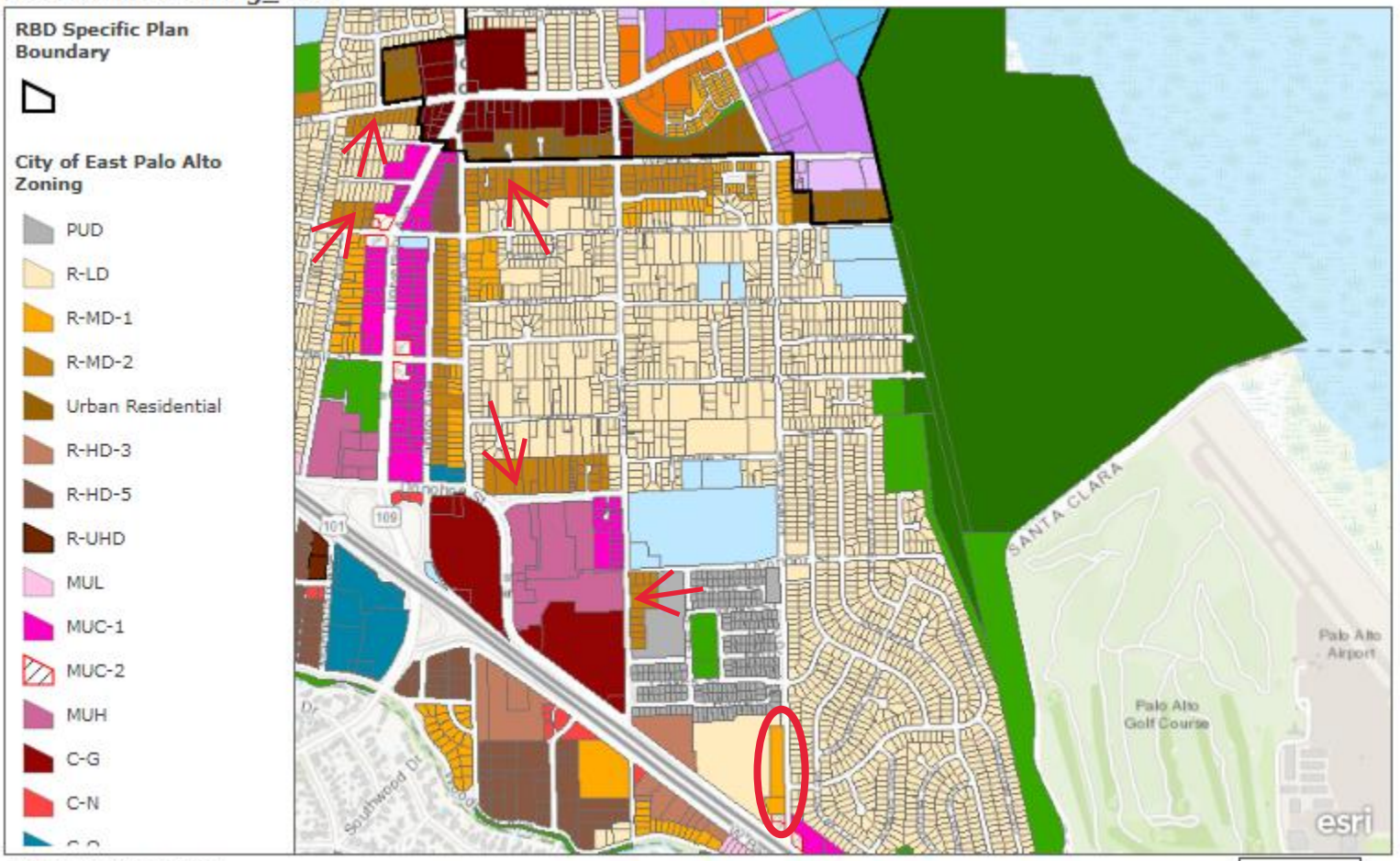
Attachments

1. East Palo Alto General Plan and Zoning Maps
2. Illustrative Flood Zones Map
3. Illustrative Rezoning Plans

Attachment 2 - East Palo Alto General Plan and Zoning Maps



EastPaloAltoZoning_2021



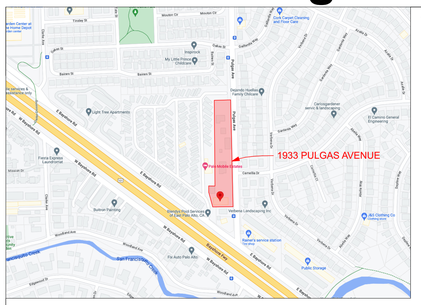
EPA zoning, 06.21.2021

0.2mi

City of Fremont, County of San Mateo, California, County of Santa Clara, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | City of East Palo Alto

1933 Pulgas Avenue, East Palo Alto

Attachment 3



VICINITY MAP

DIRECTORY

OWNER
Wawaland LLC
6044 Stevenson Blvd
Fremont CA 94538
650.699.6999
Wa Li
citiviewepa@gmail.com

MEP

ARCHITECT
RG-Architecture
428 South Van Ness Ave
San Francisco, CA 94103
415.649.6202
Riyad Ghannam, AIA, Principal
riyad@rg-architecture.com

CIVIL

STRUCTURAL

ACOUSTICAL ENGINEERING

SURVEYOR
Lea & Braze Engineering Inc.
2495 Industrial PKWY West
Hayward, CA 94545
510.887.4086 x133
Darren Bunting
dbunting@leabraze.com

GEOTECHNICAL ENGINEERING
Romig Engineers, Inc. | Geotechnical Services
1390 El Camino Real, 2nd Floor | San Carlos, California 94070
Mobile (510) 295-7546 | Office (650) 591-5224
Michael Sacramento
michael@romigengineers.com

GENERAL NOTES

01 CODES: ALL WORK SHALL CONFORM WITH OR EXCEED THE REQUIREMENTS OF CURRENT APPLICABLE CITY, COUNTY AND STATE CODES, AND ALL OTHER APPLICABLE CODES, ORDINANCES AND REGULATIONS INCLUDING BUT NOT LIMITED TO FIRE DEPARTMENT REGULATIONS, UTILITY COMPANY REQUIREMENTS, AND THE BEST TRADE PRACTICES. SEE CODE EDITIONS ON THIS SHEET.

02 PERMITS: BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FILE ALL REQUIRED CERTIFICATES OF INSURANCE WITH THE DEPARTMENT OF BUILDING INSPECTIONS, OBTAIN ALL REQUIRED PERMITS, AND PAY ALL FEES REQUIRED BY GOVERNING AGENCIES.

03 EXISTING CONDITIONS AND DIMENSIONS: THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING WORK, AND SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS TO THE ARCHITECT. CALLED-OFF DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED-OFF DIMENSIONS. DIMENSIONS ARE TO FACE OF STRUCTURE (STUD, CONCRETE, STEEL), UNLESS OTHERWISE NOTED. DIMENSIONS IN SECTIONS AND ELEVATIONS ARE TO TOP OF PLATE OR TOP OF SUB-PLATE UNLESS OTHERWISE NOTED. ELEVATION MARKERS ARE TO TOP OF FINISHED FLOORS

04 PLANS & SPECIFICATIONS: THE PLANS AND SPECIFICATIONS SUPPLEMENT EACH OTHER. CONTRACTOR TO IMMEDIATELY REPORT ANY ERRORS, OMISSIONS, AMBIGUITIES OR CONFLICTS IN THE PLANS AND SPECIFICATIONS TO THE ARCHITECT, AND UNTIL THEY ARE RESOLVED, SHALL NOT PROCEED WITH THE AFFECTED WORK.

05 DETAILS: DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS SHALL APPLY IN SIMILAR CONDITIONS. MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR PROPER CONSTRUCTION OF ANY PART OF THE WORK SHALL BE INCLUDED AS IF THEY WERE INDICATED IN THE DRAWINGS.

06 COORDINATION: THE CONTRACTOR SHALL COORDINATE ALL WORK PROCEDURES WITH REQUIREMENTS OF LOCAL AUTHORITIES AND BUILDING MANAGEMENT.

07 CONTRACTOR RESPONSIBILITY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES AND SEQUENCES OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONDITIONS AND MATERIALS WITHIN THE PROPOSED CONSTRUCTION AREA. THE CONTRACTOR SHALL DESIGN AND INSTALL ADEQUATE SHORING AND BRACING FOR ALL STRUCTURAL OR REMOVAL TASKS UNTIL THE NEW PERMANENT STRUCTURE CAN PROVIDE ADEQUATE VERTICAL AND LATERAL SUPPORT. THE CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY FOR ANY DAMAGE OR INJURIES CAUSED BY OR DURING THE EXECUTION OF THE WORK.

08 INSTALLATION: THE CONTRACTOR SHALL LAY OUT HIS OWN WORK, AND SHALL PROVIDE ALL DIMENSIONS REQUIRED FOR OTHER TRADES (PLUMBING, ELECTRICAL, ETC.). ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS OR RECOMMENDATIONS, UNLESS AGREED TO OTHERWISE BY THE ARCHITECTS.

09 SUBCONTRACTORS: PLUMBING AND ELECTRICAL WORK SHALL BE PERFORMED BY PERSONS LICENSED IN THEIR TRADES, WHO SHALL ARRANGE FOR AND OBTAIN INSPECTIONS AND REQUIRED SIGN_OFFS.

10 REPAIR: THE CONTRACTOR SHALL DO ALL CUTTING, PATCHING, REPAIRING AS REQUIRED TO PERFORM ALL OF THE WORK INDICATED ON THE DRAWINGS, AND ALL OTHER WORK THAT MAY BE REQUIRED TO COMPLETE THE JOB.

11 ABANDONMENT: ALL PIPING AND WIRING SHALL BE REMOVED TO A POINT OF CONCEALMENT AND SHALL BE PROPERLY CAPPED OR PLUGGED.

12 CLOSE-OUT: THE CONTRACTOR, UPON COMPLETION OF THE WORK, SHALL ARRANGE FOR DEPARTMENT OF BUILDINGS INSPECTIONS AND SIGN-OFFS AS REQUIRED.

13 UPON COMPLETION OF BUILDING CONSTRUCTION AN ERRC TEST SHALL BE CONDUCTED PER SFFD REQUIREMENTS, AND IF IT FAILS, AN ERRC SYSTEM SHALL BE INSTALLED.

14 CABLING AND SHAFTS FOR FIRE ALARM SYSTEM SHALL BE PROVIDED WITH 2-HOUR SURVIVABILITY PER 2016 NFPA 72.

15 FIRE ALARM CONTRACTOR SHALL COMPLY WITH 2013 NFPA 72, INCLUDING LOW FREQUENCY REQUIREMENTS FOR SLEEPING AREAS. A LIVING ROOM SHALL BE CONSIDERED A POTENTIAL SLEEPING AREA.

16 PROVIDE TWO-WAY COMMUNICATION DEVICE AT ELEVATOR AT ALL LEVELS ABOVE MEZZANINE, PER CBC 1007.8.

ABBREVIATIONS

@	AT	(N)	NEW
℄	CENTERLINE	N.I.C.	NOT IN CONTRACT
Ø	DIAMETER	NO.	NUMBER
		NOM.	NOMINAL
ABV	ABOVE	N.T.S	NOT TO SCALE
A.D.	AREA DRAIN	O.C.	ON CENTER
ADJ.	ADJUSTABLE		
A.F.F.	ABOVE FINISH FLOOR	O.H.	OVERHANG
APPROX.	APPROXIMATE	OPNG.	OPENING
ARCH.	ARCHITECTURAL	OPP.	OPPOSITE
ASPH.	ASPHALT	O/	OVER
BLDG.	BUILDING	ℙ	PROPERTY LINE
BLKG.	BLOCKING	PL.	PLATE
B.U.R	BUILT-UP ROOFING	PLAM.	PLASTIC LAMINATE
		PLYWD.	PLYWOOD
C.J.	CONTROL JOINT	P.T.	PRESSURE TREATED
CLR.	CLEAR	PTD.	PAINTED
CLG.	CEILING	(R)	RELOCATED
C.H.	CEILING HEIGHT	R.	RISE, RISER
CONT.	CONTINUOUS	R.A.	RETURN AIR
CTR.	CENTER	R.D.	ROOF DRAIN
		REF.	REFRIGERATOR
D.	DRYER	REG.	REGISTER
DBL.	DOUBLE	REINF.	REINFORCED
DET.	DETAIL	REQ.	REQUIRED
D.F.	DOUGLAS FIR	RM.	ROOM
DIA.	DIAMETER	R.O.	ROUGH OPENING
DIM.	DIMENSION	RDWD.	REDWOOD
DISP.	DISPOSER		
DN.	DOWN	S.	SOUTH
DR.	DOOR	S.A.B.F.	SELF-ADHERED
D.S.	DOWN SPOUT		BITUMINOUS FLASHING
D.W.	DISHWASHER	S.C.	SOLID CORE
DWG.	DRAWING	S.D.	SMOKE DETECTOR
DWR	DRAWER	SECT.	SECTION
		SHT.	SHEET
E	EAST	SHEATH'G	SHEATHING
(E)	EXISTING	SIM.	SIMILAR
EA.	EACH	S.M.D.	SEE MECHANICAL DRAWINGS
EL.	ELEVATION	SPEC.	SPECIFICATION
ELEC.	ELECTRICAL	SQ.	SQUARE
EQ.	EQUAL		
EXT.	EXTERIOR	S.S.D.	SEE STRUCTURAL DRAWINGS
F.D.	FLOOR DRAIN	STD.	STANDARD
FDN.	FOUNDATION	STL.	STEEL
FIN.	FINISH	STOR.	STORAGE
FF.	FINISHED FLOOR	STRUCT.	STRUCTURAL
FL.	FLOOR	SUSP.	SUSPENDED
F.O.	FACE OF	SYM.	SYMBOL
F.O.F	FACE OF FINISH		
F.O.S.	FACE OF STUD	T.	TREAD
		T.B.	TOWEL BAR
F.S.M.F	FLEXIBLE SHEET MEMBRANE FLASHING	T&G	TONGUE AND GROOVE
		T.O.	TOP OF
FT.	FEET	T.O.C.	TOP OF CURB
FTG.	FOOTING	T.O.P.	TOP OF PLATE
		T.O.W.	TOP OF WALL
GA.	GAUGE	T.P.H.	TOILET PAPER HOLDER
GALV.	GALVANIZED	TRSM.	TRANSOM
GYP. BD.	GYPSUM BOARD	T.V.	TELEVISION
		TYP.	TYPICAL
H.	HIGH	U.O.N	UNLESS OTHERWISE
H.B.	HOSE BIB		NOTED
HDR.	HEADER		
HDWR.	HARDWARE	V.	VENT
HORIZ.	HORIZONTAL	VERT.	VERTICAL
HT.	HEIGHT	V.I.F.	VERIFY IN FIELD
		V.G.	VERTICAL GRAIN
I.D.	INSIDE DIAMETER		
I.G.	INSULATED GLASS	W.	WEST
INSUL.	INSULATION	W.	WASHING MACHINE
INT.	INTERIOR	W/	WITH
		W.C.	WATER CLOSET (TOILET)
JT.	JOINT	WD.	WOOD
		WH.	WATER HEATER
LAV.	LAVATORY	W/O	WITHOUT
LT.	LIGHT	W.P.	WATERPROOF, WORK POINT
M.	MASTER	W.R.	WATER RESISTANT
MAX.	MAXIMUM	WRB	WATER RESISTANT BARRIER
MECH.	MECHANICAL	W.R.C.	WESTERN RED CEDAR
M.E.P.	MECHANICAL/ ELECTRICIP/LUMBING	YD.	YARD
MFR.	MANUFACTURER		
MIN.	MINIMUM		
MISC.	MISCELLANEOUS		

REFERENCE SYMBOLS

- DEMO WALL (PLAN VIEW)
- EXISTING WALL (PLAN VIEW)
- NEW WALL (PLAN VIEW) HATCH = STRUCTURE OUTLINE = FINISH
- FACE OF FINISH
- FACE OF STUD, CONCRETE OR CENTER OF STEEL U.O.N.
- HIDDEN EDGE, ABOVE OR BEYOND
- HIDDEN EDGE, BELOW OR BEHIND
- D## DOOR SYMBOL
- W## / W|F|## WINDOW SYMBOL # = WINDOW TYPE LETTER = OITC RATING
- S## SKYLIGHT SYMBOL
- G## GUARD SYMBOL
- W|F|## WALL (FLOOR) TYPE
- A GRID OR REFERENCE LINE
- # / A## SECTION MARKER: DRAWING # O/ SHEET #
- # / A## DETAIL MARKER: DRAWING # O/ SHEET #
- # / A## ELEVATION MARKER: DRAWING # O/ SHEET #
- ### / A | B | C ROOM NO. O/ MATERIAL CODE FLOOR | WALL | CEILING
- LEVEL LINE OR DATUM
- +100.0' SPOT ELEVATION
- PROPERTY LINE
- ## NEW OR FINISHED CONTOURS
- ## EXISTING CONTOURS

ELECTRICAL/ MECHANICAL SYMBOLS

- SURFACE CEILING LIGHT FIXTURE
- RECESSED DIRECTIONAL LIGHT FIXTURE
- RECESSED CEILING LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE
- MD MOTION DETECTOR & PHOTOCONTROL LIGHT FIXTURE
- RECESSED WALL LIGHT FIXTURE
- FLOOR EXPOSED STRIP LIGHT FIXTURE
- CONCEALED STRIP LIGHT FIXTURE
- TRACK AND STRIP LIGHT FIXTURES
- ELECTRICAL SWITCH
- $3 3-WAY SWITCH
- $4 4-WAY SWITCH
- DIMMER SWITCH
- $PS PULL SWITCH
- MANUAL-ON OCCUPANCY SENSOR SWITCH

ELECTRICAL/MECHANICAL SYMBOLS

- SINGLE ELECTRICAL OUTLET, DIRECT WIRED
- DUPLEX OUTLET
- FOURPLEX OUTLET
- ELECTRICAL OUTLET, HALF-SWITCHED
- ELECTRICAL OUTLET, FULLY SWITCHED
- P ELECTRICAL OUTLET FOR PICTURE LIGHT
- 240V ELECTRICAL OUTLET
- FLUSH FLOOR MOUNTED OUTLET
- GFI GROUND FAULT INTERRUPT
- J JUNCTION BOX
- S/CD MULTI-FUNCTION SMOKE & CO DETECTOR
- SD SMOKE DETECTOR
- AUTOMATIC SPRINKLER HEAD
- DB DOOR BELL BUTTON
- DC DOOR CHIME
- GD GARAGE DOOR OPENER SWITCH
- I INTERCOM STATION
- KP ALARM KEYPAD
- MD MOTION DETECTOR
- SP SPEAKER OUTLET
- SC SCENE CONTROL MASTER UNIT
- W SCENE CONTROL REMOTE WALL STATION
- SU STEAM UNIT CONTROL PANEL
- PLUG MOLD
- TV (1) RG6 QUAD
- CAT-6 (1) 24/4 PAIR CAT-6
- MM1 (1) CAT-6 & (1) RG6 QUAD
- MM2 (2) CAT-6 & (2) RG6 QUAD
- HDMI HDMI
- (1) 24/4 PAIR CAT-3
- C COLD WATER CONNECTION
- H HOT WATER CONNECTION
- V CENTRAL VACUUM
- G GAS OUTLET
- HB HOSE BIB
- FD FLOOR DRAIN
- DS DOWNSPOUT
- T THERMOSTAT
- SUPPLY AIR REGISTER AT WALL OR TOE SPACE
- SUPPLY AIR REGISTER AT FLOOR
- SUPPLY AIR REGISTER AT CEILING
- RETURN AIR GRILL AT WALL
- RETURN AIR GRILL AT FLOOR
- RETURN AIR GRILL AT CEILING
- EXHAUST FAN
- EXHAUST FAN/ LIGHT UNIT
- CEILING FAN

SCOPE OF WORK

DEMOLISH EXISTING 1 AND 2 STORY RESIDENTAIL BUILDINGS ON THE EXISTING LOT.
ERECT A 3 & 4 STORY BUILDING CONSISTING OF 62 RESIDENTIAL TOWNHOUSE UNITS, GARAGE AND SHARED AMENITIES.

THE CALIFORNIA STATE DENSITY BONUS LAW WILL BE EMPLOYED TO INCREASE THE BUILDING HEIGHT BY ONE ADDITIONAL STORIES.

ZONING WAIVERS:
1. WAIVE INCREASE HEIGHT
2. WAIVE DENSITY
3. WAIVE SITE COVERAGE
4. WAIVE FLOOR AREA RATIO
5. WAIVE REAR YARD SETBACK
6. WAIVE PARKING WIDTH DIMENSION FROM 9' TO 8'

PLANNING CODE SUMMARY:

PROJECT SITE: 1933 PULGAS AVENUE, EAST PALO ALTO CA 94303

APN #: 063-492-280

ZONING DISTRICT: EXISTING: R-MD-1
PROPOSED ZONE CHANGE: R-MD-2

GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL

LOT AREA: 110,476 SF / 2.536 ACRES
92,161 SF / 2,110 ACRE RESIDENTIAL
18,315 SF / 0.426 ACRE COMMERCIAL

HEIGHT LIMIT: 3 STORIES OR 36 FEET

UNIT COUNT - TOTAL: 62 UNITS

INCLUSIONARY HOUSING: 16 UNITS (9 LOW INCOME + 7 MODERATE INCOME)

REAR SETBACK: REQUIRED: 20' FOR 1ST FLOOR AND 30' FOR 2ND & 3RD FLOOR.
PROPOSED: 10'

FRONT SETBACK: REQUIRED: 20'
PROPOSED: 30' INCLUDING 20' EASEMENT

SIDE SETBACK: REQUIRED: 10'
PROPOSED: 10'

SITE COVERAGE: REQUIRED: 60%
PROPOSED: LOT COVERAGE RESIDENTIAL - 64%
PROPOSED: LOT COVERAGE COMMERCIAL - 28%

FLOOR AREA RATIO: REQUIRED: .65
PROPOSED: RESIDENTIAL FAR - 1.79 (FOR RESIDENTIAL LOT)
PROPOSED: COMMERCIAL FAR - 0.28 (FOR COMMERCIAL LOT)

OFF STREET PARKING: CAR PARKING REQUIRED: 2 SPACES PER UNIT + 0.2 GUEST PARKING PER UNIT.
CAR PARKING PROPOSED: 120 RESIDENTIAL SPACES + 10 GUEST PARKING SPACES + 5 ADA PARKING.

BIKE PARKING: REQUIRED: TBD
PROPOSED: ONE CLASS 1 BICYCLE PARKING PER RESIDENTIAL UNIT

PRIVATE OPEN SPACE: REQUIRED: 200 SF OPEN SPACE PER UNIT (GROUND FLOOR UNITS) &
100' (UPPER FLOOR UNITS). MINIMUM DIMENSION SHALL BE 6 FEET.
PROPOSED: EACH RESIDENTIAL DWELLING UNIT PROVIDED WITH PRIVATE OPEN SPACE IN COMPLIANCE WITH EAST PALO ALTO DEVELOPMENT CODE 2018, TITLE 18, ARTICLE 2, CHAPTER 18.10.

COMMON OPEN SPACE: NA

BUILDING CODE SUMMARY:

CONSTRUCTION TYPE: TYPE VA OVER TYPE 1A GARAGE:

OCCUPANT GROUP: R-2: RESIDENTIAL THREE STORIES
S-2: GARAGE, BICYCLE PARKING, STORAGE, REFUSE & MEP ON GROUND FLOOR

UNITS COUNT: PROPOSED - 62 RESIDENTIAL UNITS

BLDG. HT. & NUMBER OF STORY: PROPOSED:
BLDG. HT. 46' 0" MEASURED TO AVERAGE OF PITCHED ROOF.
STORIES: 3 TO 4 STORY BLDG; 3 LEVELS OF TYPE VA OVER GARAGE (R2,S-2)

DEFERRED SUBMITTALS: SPRINKLER SYSTEM IS UNDER SEPARATE PERMIT
SOLAR PANELS UNDER SEPARATE PERMIT
EMERGENCY EVACUATION SIGNS UNDER SEPARATE PERMIT
STAIRWELL IDENTIFICATION SIGNS & EVACUATION SIGNS UNDER SEPARATE PERMIT
FIRE ALARM UNDER SEPARATE PERMIT
ERRC SYSTEM UNDER SEPARATE PERMIT

PREVAILING CODES: 2022 CALIFORNIA BUILDING CODE & EAST PALO ALTO AMENDMENTS
2022 CALIFORNIA RESIDENTIAL CODE & EAST PALO ALTO AMENDMENTS
2022 CALIFORNIA MECHANICAL CODE & EAST PALO ALTO AMENDMENTS
2022 CALIFORNIA PLUMBING CODE & EAST PALO ALTO AMENDMENTS
2022 CALIFORNIA ELECTRICAL CODE & EAST PALO ALTO AMENDMENTS
2022 CALIFORNIA ENERGY CODE & EAST PALO ALTO AMENDMENTS
2022 CALIFORNIA GREEN BUILDING STANDARD CODE

RESIDENTIAL AREA CALCULATIONS BY FLOOR		
LEVEL	TYPE	GROSS AREA (SQ FT)
FIRST FLOOR	1A	59,233
SECOND FLOOR	VB	41,722
THIRD FLOOR	VB	41,918
FOURTH FLOOR / ROOF	VB	21,748
TOTAL		**164,621 ft²**

UNIT MIX				
TYPE	QUANTITY	NET SQ FT	NET SQ FT TOTAL	UNIT MIX
A	(2) 3 BD	1,707 SF	3,414 SF NET AREA	3.2 %
B	(26) 3 BD	1,821 SF	47,346 SF NET AREA	41.9 %
C	(2) 2 BD	1,248 SF	2,496 SF NET AREA	3.2 %
D	(20) 4 BD	1,846 SF	36,920 SF NET AREA	32.3 %
E	(6) 4 BD	1,804 SF	10,824 SF NET AREA	9.7 %
F	(4) 4 BD	1,954 SF	7,816 SF NET AREA	6.5 %
G	(2) S	608 SF	1,216 SF NET AREA	3.2 %
TOTAL	**62**		**110,032 SF**	**100 %**

FIRE RESISTANCE SUMMARY

TABLE 601 COMPLIANCE

FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENT	TYPE I		TYPE II		TYPE III		TYPE IV				TYPE V	
	A	B	A	B	A	B	A	B	C	HT	A	B
Primary structural frame[f] (see Section 202)	3[a, b]	2[a, b, c]	1[b, c]	0[c]	1[b, c]	0	3[a]	2[a]	2[a]	HT	1[b, c]	0
Bearing walls												
Exterior[e, f]	3	2	1	0	2	2	3	2	2	2	1	0
Interior	3[a]	2[a]	1	0	1	0	3	2	2	1/HT[g]	1	0
Nonbearing walls and partitions Exterior	See Table 705.5											
Nonbearing walls and partitions Interior[d]	0	0	0	0	0	0	0	0	0	See Section 2304.11.2	0	0
Floor construction and associated secondary structural members (see Section 202)	2	2	1	0	1	0	2	2	2	HT	1	0
Roof construction and associated secondary structural members (see Section 202)	1 1/2[b]	1[b, c]	1[b, c]	0[c]	1[b, c]	0	1 1/2	1	1	HT	1[b, c]	0

For SI: 1 foot = 304.8 mm.

a. Roof supports: Fire-resistance ratings of primary structural frame and bearing walls are permitted to be reduced by 1 hour where supporting a roof only.
b. *f.* Except in Group *A, E, F-1, H, I, L, M, R-1, R-2, R-2.1* and S-1 occupancies, *high-rise buildings, and other applications listed in Section 1.11 regulated by the Office of the State Fire Marshal,* fire protection of structural members in roof construction shall not be required, including protection of primary structural frame members, roof framing and decking where every part of the roof construction is 20 feet or more above any floor immediately below. Fire-retardant-treated wood members shall be allowed to be used for such unprotected members.
2. For Group A, E, I, L, R-1, R-2 and R-2.1 occupancies, high-rise buildings, and other applications listed in Section 1.11 regulated by the Office of the State Fire Marshal, fire protection of members other than the primary structural frame shall not be required, including protection of roof framing and decking where every part of the roof construction is 20 feet or more above any floor immediately below. Fire-retardant-treated wood members shall be allowed to be used for such unprotected members.
3. One-story portions of Group A and E assembly occupancies the roof-framing system of Type II A or Type III A construction may be of unprotected construction when such roof-framing system is open to the assembly area and does not contain concealed spaces.
c. In all occupancies, heavy timber complying with Section 2304.11 shall be allowed for roof construction, including primary structural frame members, where a 1-hour or less fire-resistance rating is required.
d. Not less than the fire-resistance rating required by other sections of this code.
e. Not less than the fire-resistance rating based on fire separation distance (see Table 705.5).
f. Not less than the fire-resistance rating as referenced in Section 704.10.
g. Heavy timber bearing walls supporting more than two floors or more than a floor and a roof shall have a fire resistance rating of not less than 1 hour.

TABLE 705.5 COMPLIANCE

FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE. [a, d, g]

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H[e, i]	OCCUPANCY GROUP F-1, M, S-1[f]	OCCUPANCY GROUP A, B, E, F-2, I, R[j], S-2, U[h]
X < 5[b]	All	3	2	1
5 ≤ X < 10	IA, IVA	3	2	1
	Others	2	1	1
10 ≤ X < 30	IA, IB, IVA, IVB	2	1	1[c]
	IIB, VB	1	0	0
	Others	1	1	1[c]
X ≥ 30	All	0	0	0

For SI: 1 foot = 304.8 mm.

a. Load-bearing exterior walls shall also comply with the fire-resistance rating requirements of Table 601.
b. See Section 706.1.1 for party walls.
c. Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.
d. The fire-resistance rating of an exterior wall is determined based upon the fire separation distance of the exterior wall and the story in which the wall is located.
e. For special requirements for Group H occupancies, see Section 415.6.
f. For special requirements for Group S aircraft hangars, see Section 412.3.1.
g. Where Table 705.8 permits nonbearing exterior walls with unlimited area of unprotected openings, the required fire-resistance rating for the exterior walls is 0 hours.
h. For a building containing only a Group U occupancy private garage or carport, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet (1523 mm) or greater *or where equipped throughout with an automatic sprinkler system in accordance with Section 903.3 the fire-resistance rating shall not be required where the fire separation distance is 3 feet or greater.*
i. For a Group R-3 building of Type II-B or Type V-B construction, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet (1523 mm) or greater *or where equipped throughout with an automatic sprinkler system in accordance with Section 903.3 the fire-resistance rating shall not be required where the fire separation distance is 3 feet or greater.*

TABLE 504.3[b, i]
ALLOWABLE BUILDING HEIGHT IN FEET ABOVE GRADE PLANE

OCCUPANCY CLASSIFICATION	SEE FOOTNOTES	TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
R-2[h]	NS[d]	UL	160	65	55	65	55	65	50	40
	S13R	60	60	60	55	60	55	60	50	40
	S (without area increase)	UL	180	85	75	85	75	85	70	60
	S (with area increase)	UL	160	65	55	65	55	65	60[c]	40

TABLE 504.4[b, g]
ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

OCCUPANCY CLASSIFICATION	SEE FOOTNOTES	TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
R-2[h]	NS[d]	UL	11	4	4	4	4	4	3	2
	S13R	4	4	4					3	2
	S (without area increase)	UL	12	5	5	5	5	5	4	3
	S (with area increase)	UL	11	4	4	4	4	4	4[c]	2

TABLE 506.2[b, i]
ALLOWABLE AREA FACTOR (A_t = NS, S1, S13R, or SM, as applicable) IN SQUARE FEET

OCCUPANCY CLASSIFICATION	SEE FOOTNOTES	TYPE OF CONSTRUCTION								
		TYPE I		TYPE II		TYPE III		TYPE IV	TYPE V	
		A	B	A	B	A	B	HT	A	B
R-2[h]	NS[d]	UL	UL	24,000	16,000	24,000	16,000	20,500	12,000	7,000
	S13R									
	S1	UL	UL	96,000	64,000	96,000	64,000	82,000	48,000	28,000
	SM (without height increase)	UL	UL	72,000	48,000	72,000	48,000	61,500	36,000	21,000
	SM (with height increase)	UL	UL	24,000	16,000	24,000	16,000	20,500	12,000	7,000

UL = Unlimited; NP = Not Permitted; NS = Buildings not equipped throughout with an automatic sprinkler system; S = Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1; S13R = Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.3; S13D = Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.3.

a. See Chapters 4 and 5 for specific exceptions to the allowable height in this chapter.
b. See Section 903.2 for the minimum thresholds for protection by an automatic sprinkler system for specific occupancies.
c. New Group H occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.5.
d. The NS value is only for use in evaluation of existing building height in accordance with the *California Existing Building Code*.
e. Group I-3 occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.6.
f. New and existing Group I-2 occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.6
g. For new Group I-4 occupancies, see Exceptions 2 and 3 of Section 903.2.6.
h. New Group R occupancies are required to be protected by an automatic sprinkler system in accordance with Section 903.2.8.
i. *See Sections 407.1.1 and 408.1.2 for specific exceptions to construction type, allowable building areas and allowable heights.*
j. *Restraint shall not be permitted in any building except in Group I-3 occupancies constructed for such use(see Section 408.1.2).*
k. *Nonambulatory persons shall be limited to the first 2 stories.*
l. *Nonambulatory persons shall be limited to the first 5 stories.*
m. *Nonambulatory elderly clients are not permitted in buildings of these types of construction. See Sections 435.3.3 and 435.3.4.*
n. *In other than Group A, E, H, I, L and R occupancies, high-rise buildings, and other applications listed in Section 1.11 regulated by the Office of the State Fire Marshal, the S increases for height and stories in Tables 504.3 and 504.4 are permitted in addition to the S area increase in accordance with Table 506.2.*
o. *For Group R-2 buildings of Type VA construction equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, S area increase is permitted in addition to the height and story increase provided the height shall not exceed 60 feet and 4 stories.*
p. *See Section 435.1 for additional regulations for child-care centers and adult day care.*

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NO.	DATE	ISSUE
	01/12/24	ZONE CHANGE

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6044 STEVENSON BLVD.
FREMONT CA 94538

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1933 Pulgas Avenue
East Palo Alto, CA 94303

APN
063-492-280

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AS NOTED

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1/12/24

COVER SHEET

DRAWING NO. 1 OF 39
G0.01



1.



2.



3.



4.



5.



6.



7.



8.



9.



10.



11.



12.



13.



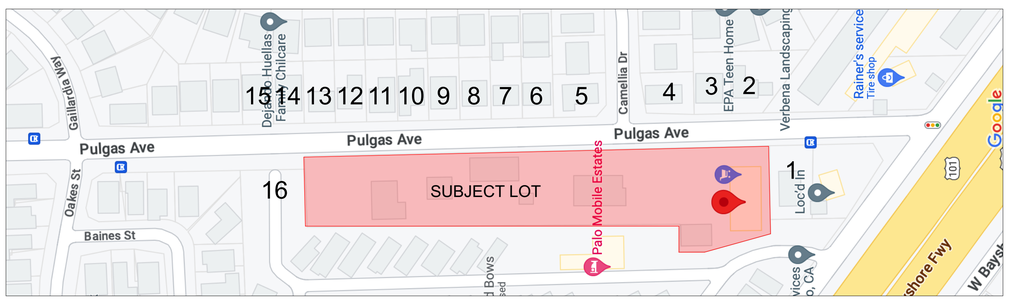
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15.



16.



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NEIGHBOR PHOTOS

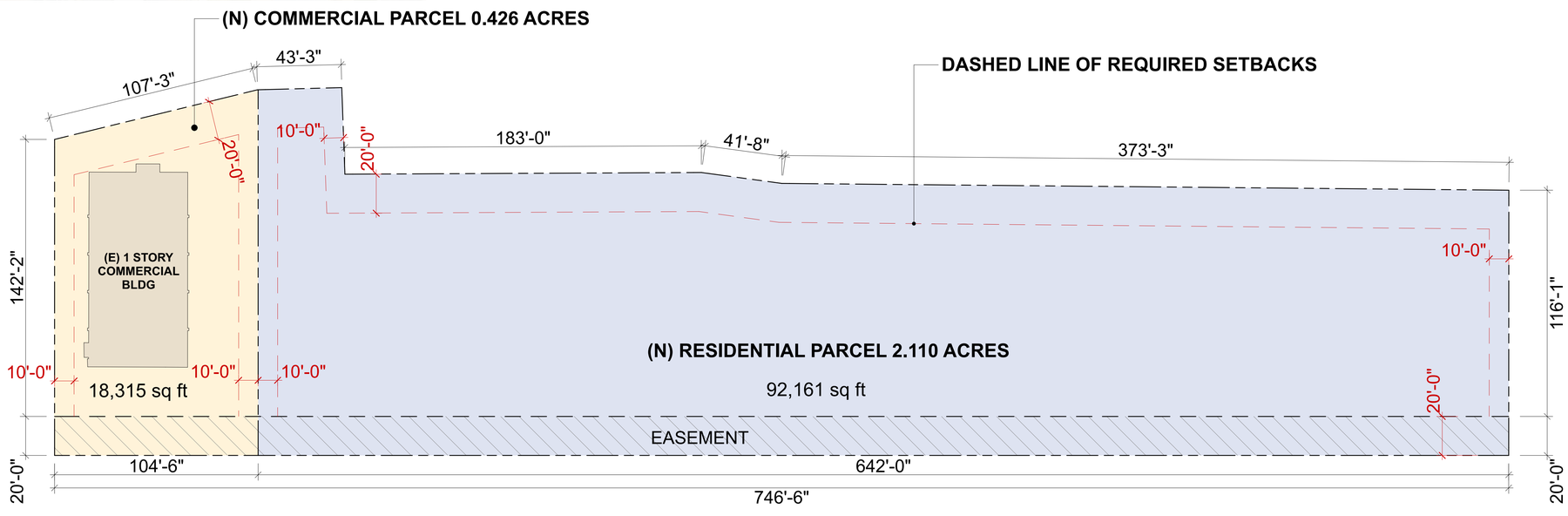
DRAWING NO. 2 OF 39

G0.02



SITE ANALYSIS

Address:	1933 Pulgas Avenue
APN:	063-492-280
Lot Size:	110,476 SF / 2.536 Acres Total Lot Area 92,161 SF / 2.110 Acres Residential. 18,315 SF / 0.426 Acres Commercial.
Existing Use:	Existing Non-Conforming Retail Commercial, Single Family Residential & Storage
Zoning:	R-MD-2, Proposed Zone Change



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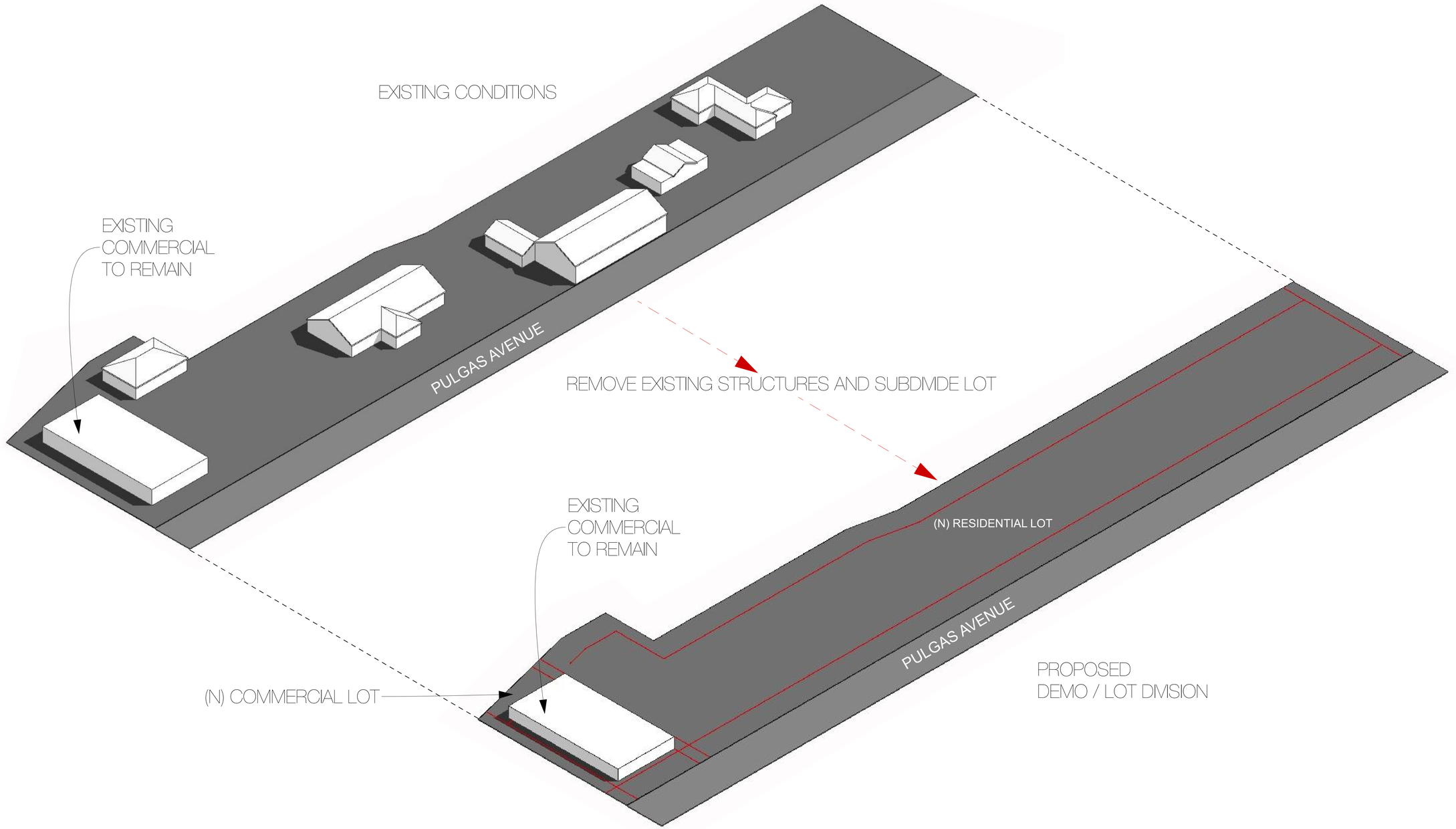
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SITE ANALYSIS

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G0.03

PROCESS



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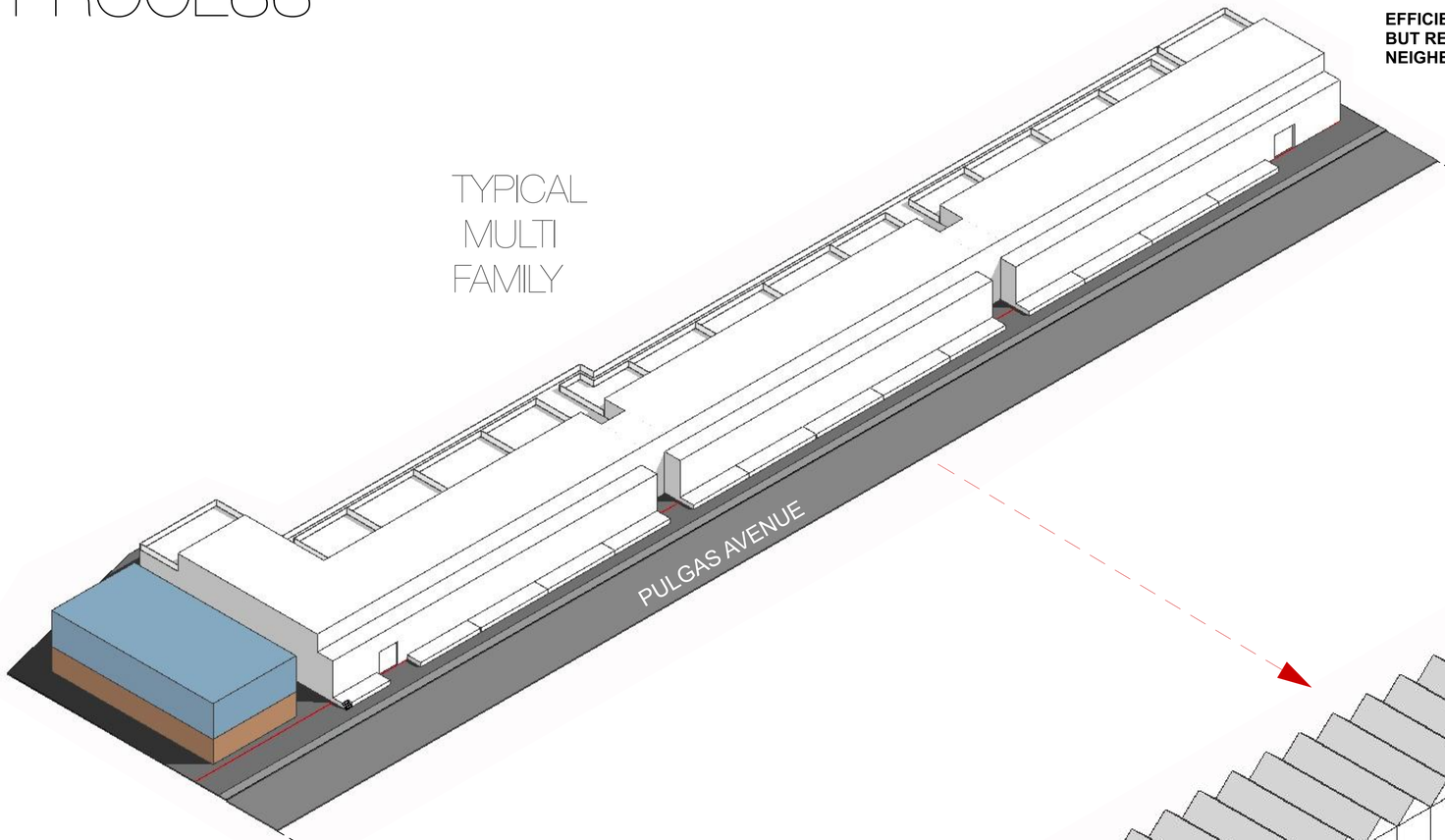
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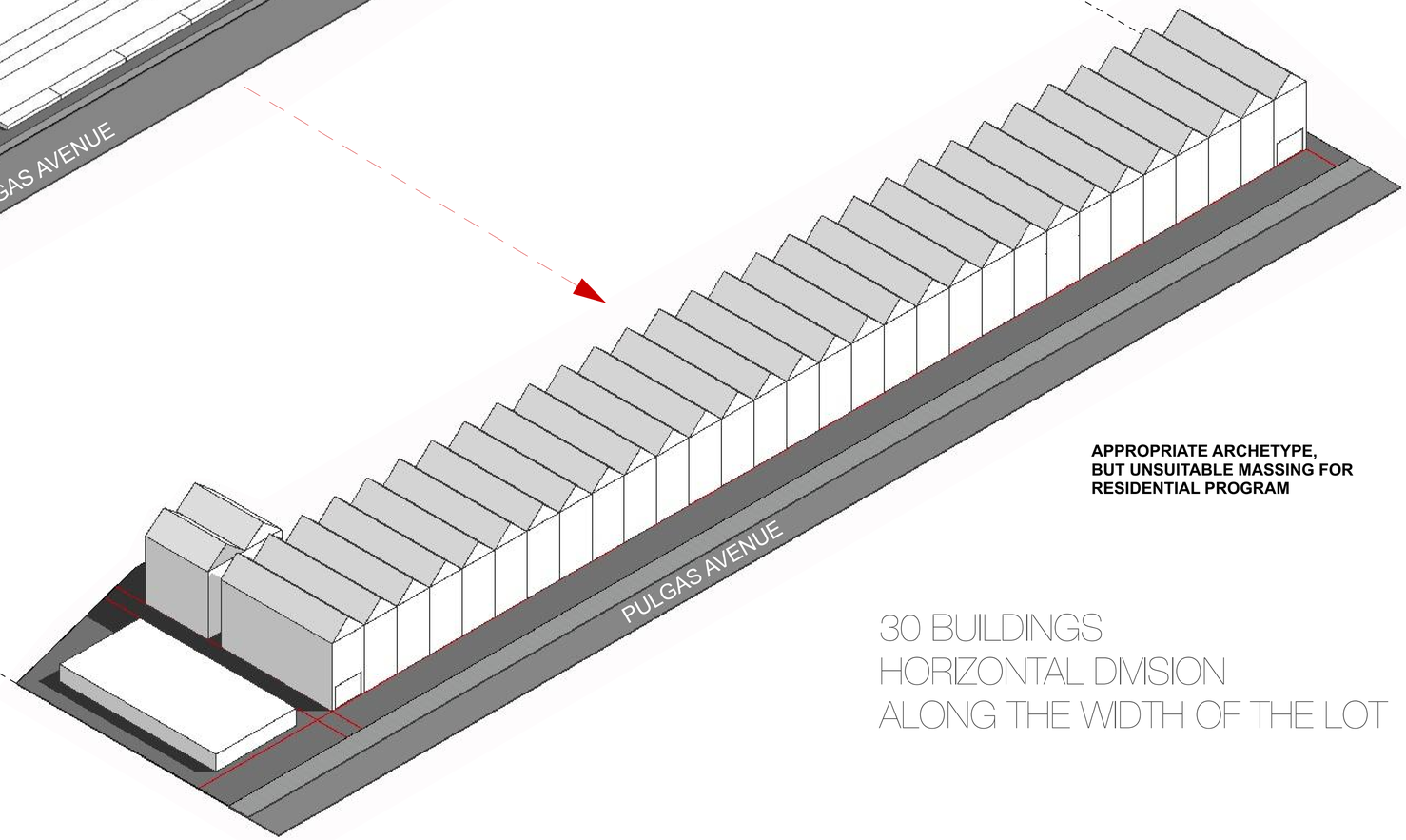
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PROCESS

TYPICAL
MULTI
FAMILY



**EFFICIENT AND HIGH DENSITY,
BUT RESPONDS POORLY TO
NEIGHBORHOOD CONTEXT**



**APPROPRIATE ARCHETYPE,
BUT UNSUITABLE MASSING FOR
RESIDENTIAL PROGRAM**

30 BUILDINGS
HORIZONTAL DIVISION
ALONG THE WIDTH OF THE LOT

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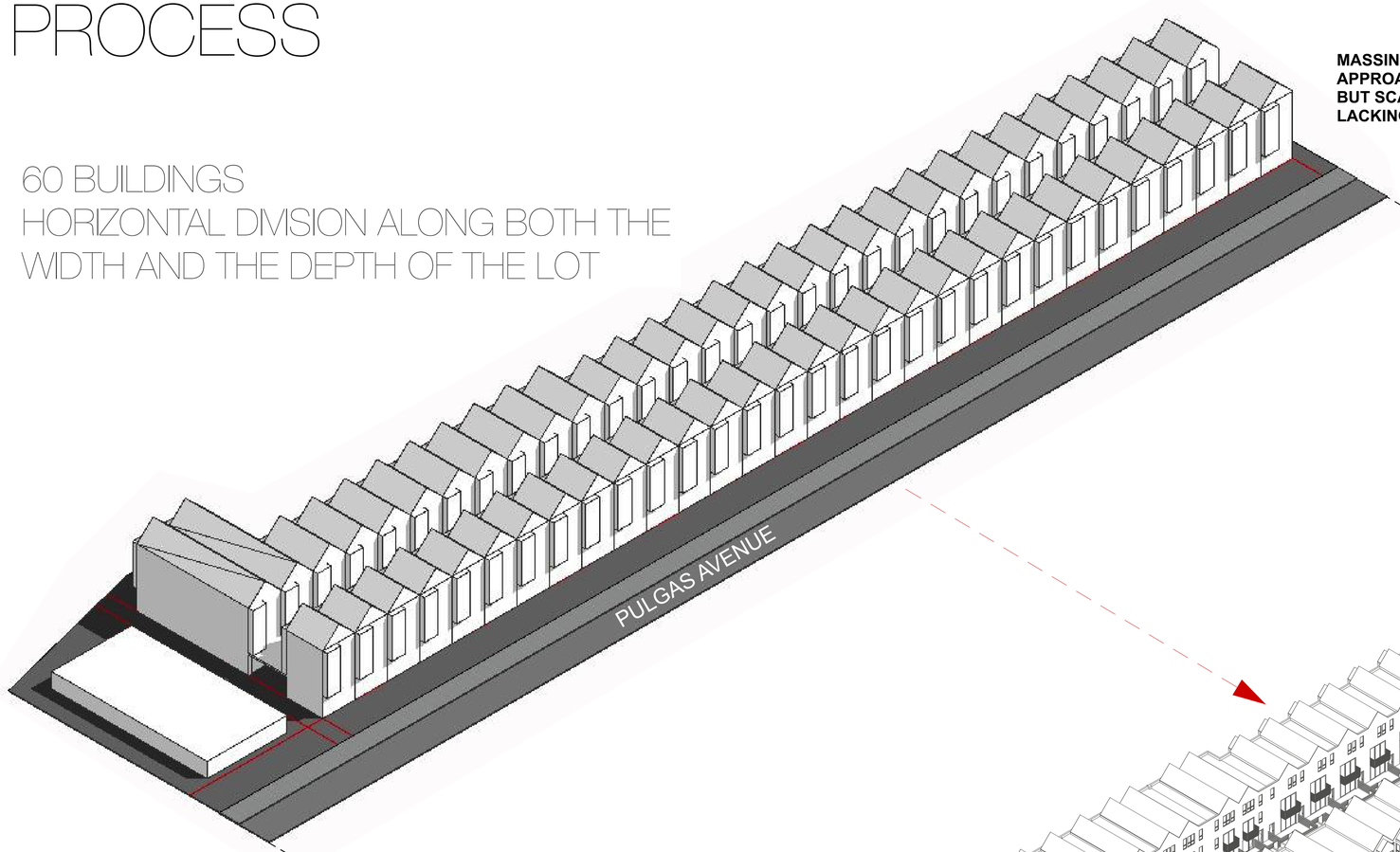
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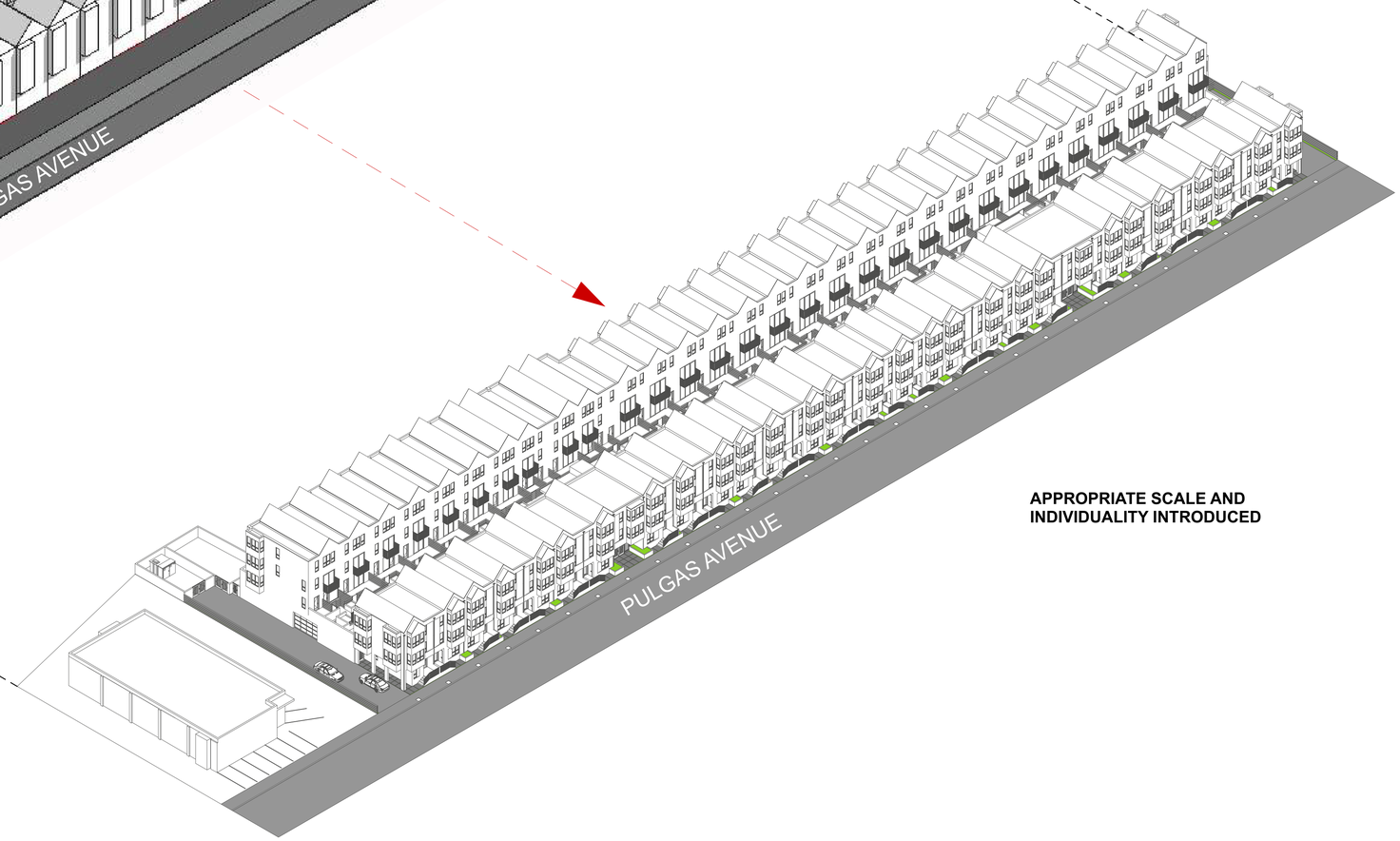
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PROCESS

60 BUILDINGS
HORIZONTAL DIVISION ALONG BOTH THE WIDTH AND THE DEPTH OF THE LOT



MASSING AND PROGRAM APPROACHING EQUILIBRIUM BUT SCALE AND DIVERSITY LACKING



APPROPRIATE SCALE AND INDIVIDUALITY INTRODUCED

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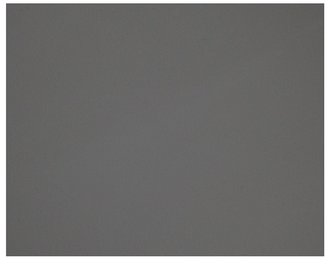




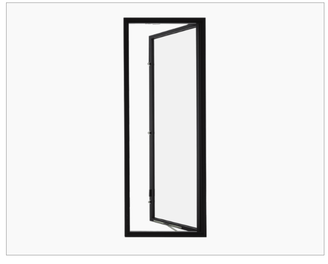
THERMALLY MODIFIED WOOD



WHITE ECO STUCCO



CHARCOAL ECO STUCCO



ALUMINUM-CLAD
WINDOWS



BITUMINOUS ROOFING SHINGLES
COOL ROOF GRAY



GALVANIZED STEEL GUARDRAIL
PRIMED AND PAINTED WHITE

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EXTERIOR PERSPECTIVE + MATERIALS

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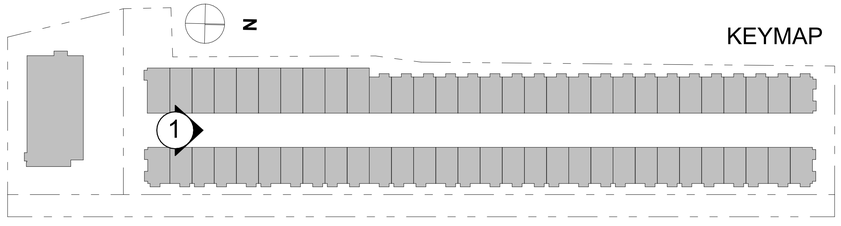
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RENDERING OF THE INTERIOR COURT



RENDERING OF THE INTERIOR COURT
ALTERNATIVE OPTION



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EXTERIOR PERSPECTIVES

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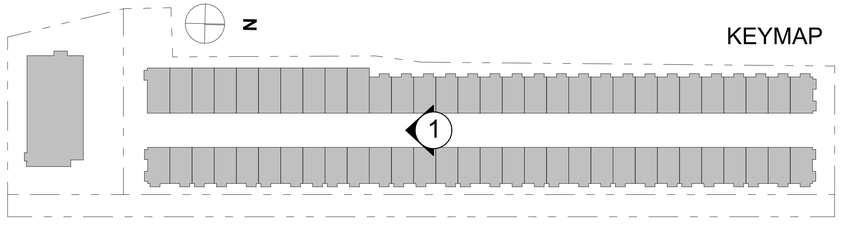
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RENDERING OF THE INTERIOR COURT



RENDERING OF THE INTERIOR COURT
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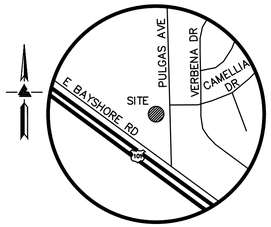
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EXTERIOR PERSPECTIVES

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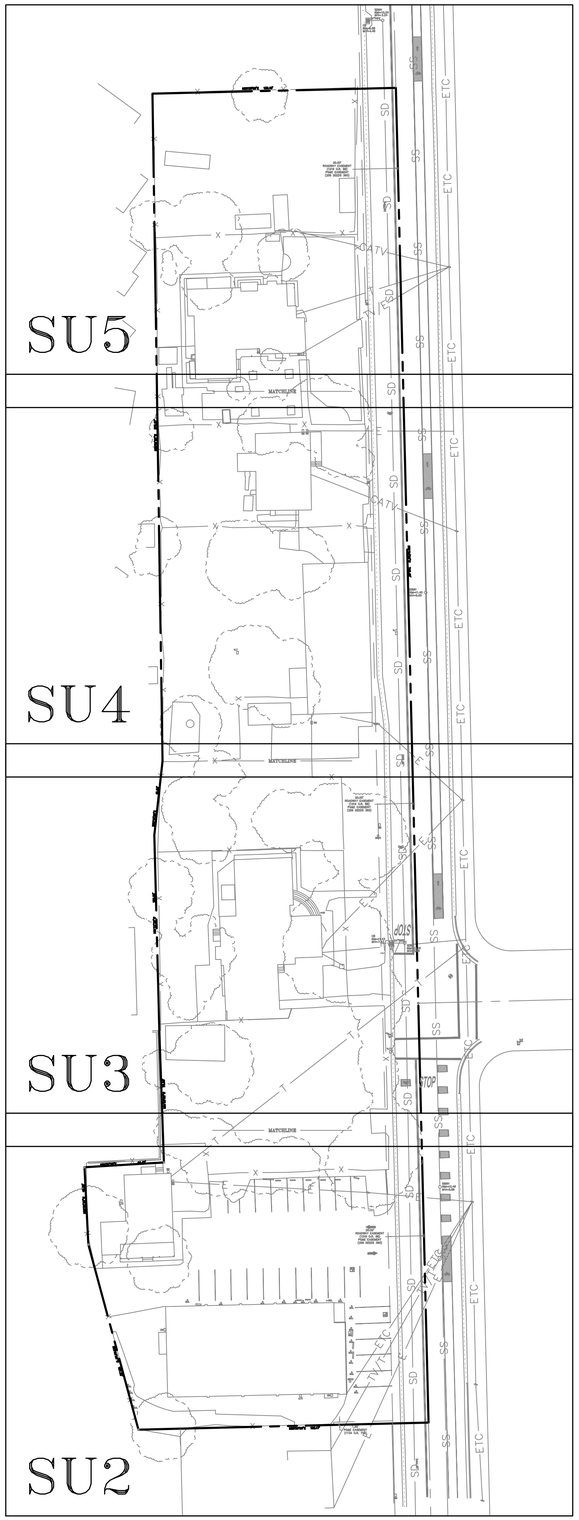
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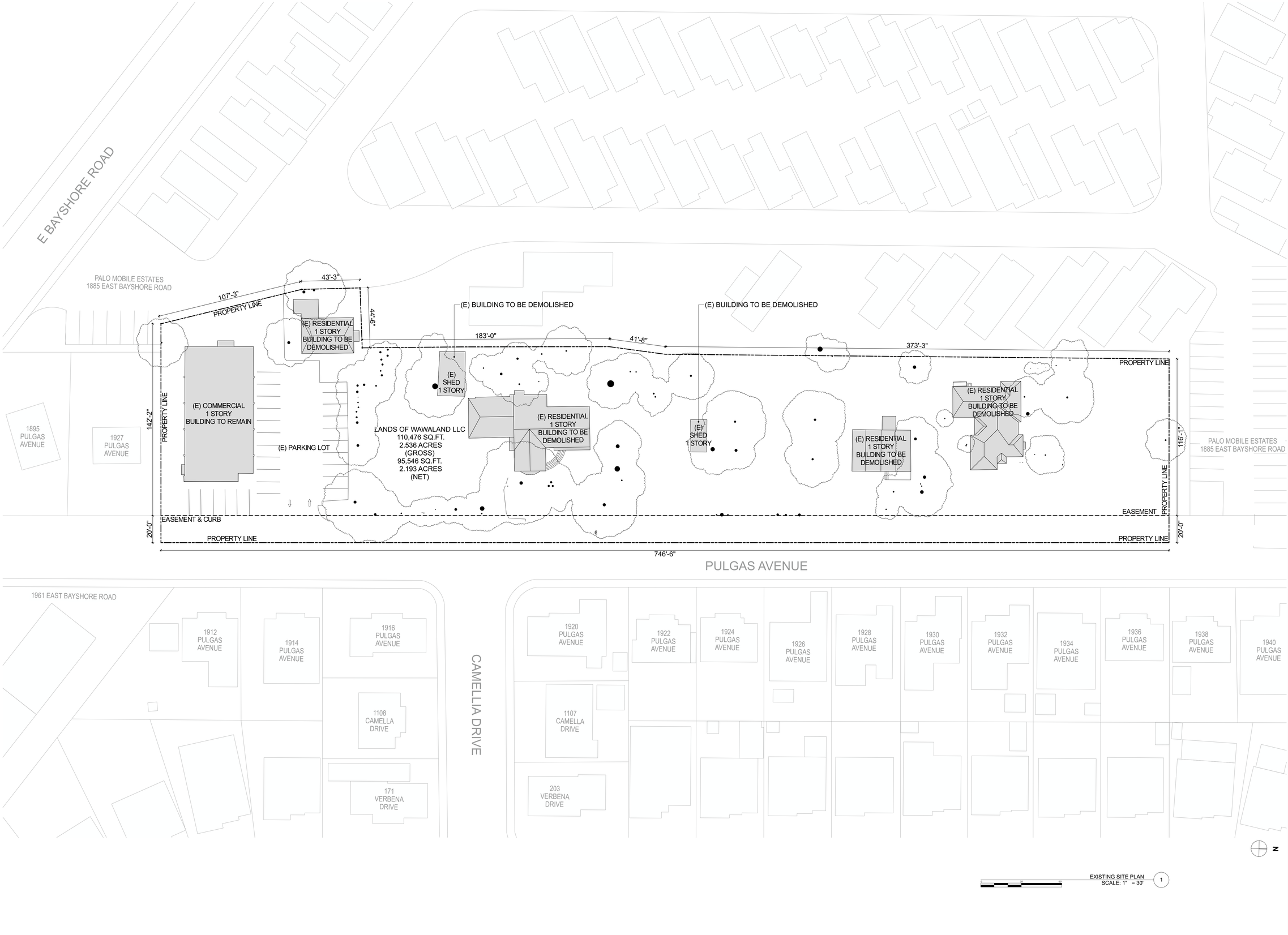


VICINITY MAP
NO SCALE

LEGEND AND NOTES

——— - - ———	BOUNDARY LINE
— — — — —	BUILDING OVERHANG LINE
———CATV———	CABLE TV OVERHEAD LINE
———E———	ELECTRICAL OVERHEAD LINE
———ETC———	ELECTRICAL/TELEPHONE/ CABLE TV OVERHEAD LINE
———T———	TELEPHONE OVERHEAD LINE
———TV/E———	ELECTRICAL/CABLE TV OVERHEAD LINE
———TV/T———	TELEPHONE/CABLE TV OVERHEAD LINE
—— —— ——	EASEMENT
———x———	FENCE LINE
.....	FLOW LINE
———SS———	SANITARY SEWER LINE
———SD———	STORM DRAIN LINE
A/C	AIR CONDITIONING UNIT
•AD	AREA DRAIN
	BENCHMARK
•BOL	BOLLARD
BW	BOTTOM RETAINING WALL
CB	CATCH BASIN
EM	ELECTRICAL METER
FF	FINISH FLOOR
	FIRE HYDRANT
FL	FLOW LINE
GM	GAS METER
INV	INVERT
ICV	IRRIGATION CONTROL VALVE
	JOINT POLE
M–	MULTI–TRUNK TREE
RP	ROOF PEAK
RF	ROOF FLAT
SSCO	SANITARY SEWER CLEAN–OUT
SSMH	SANITARY SEWER MAINTENANCE HOLE
	SIGN
SDMH	STORM DRAIN MAINTENANCE HOLE
VLT	UTILITY VAULT
TC	TOP OF CURB
TW	TOP OF RETAINING WALL
WM	WATER METER
WV	WATER VALVE
XXX.XX	SPOTGRADE
	ASPHALT
	BRICK
	CONCRETE
	GRAVEL
	WOOD


SU5
SU4
SU3
SU2
MATCHLINE
MATCHLINE
MATCHLINE
SD
SS
ETC
CATV
X
X
X



EXISTING SITE PLAN
SCALE: 1" = 30'
1

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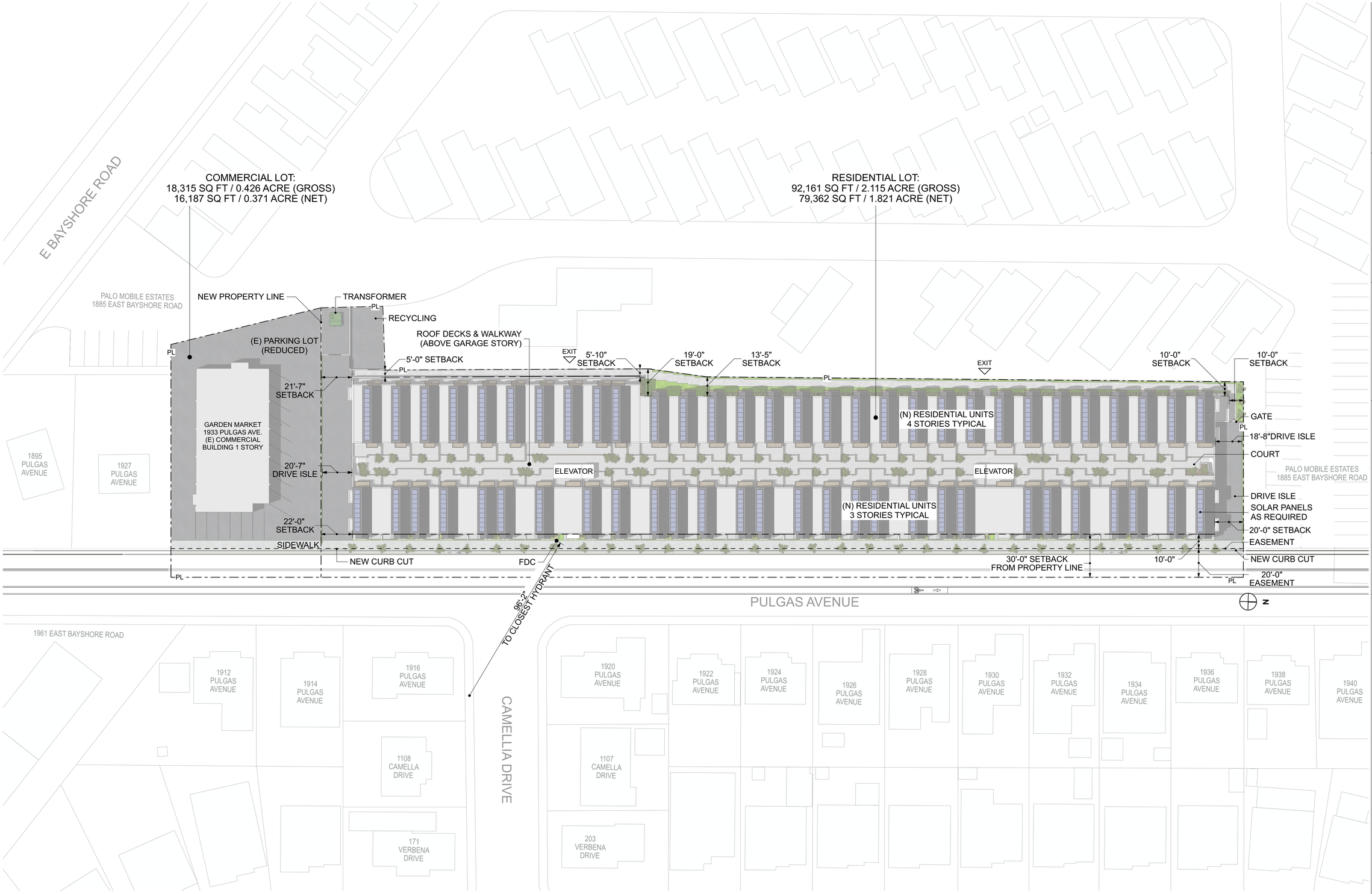
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EXISTING SITE PLAN

DRAWING NO. 11 OF 39

A1.01



PROPOSED SITE PLAN
SCALE: 1" = 30'
1

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PROPOSED SITE PLAN

DRAWING NO. 12 OF 39

A1.02



NEIGHBORHOOD MAP
SCALE: 1" = 40' 1

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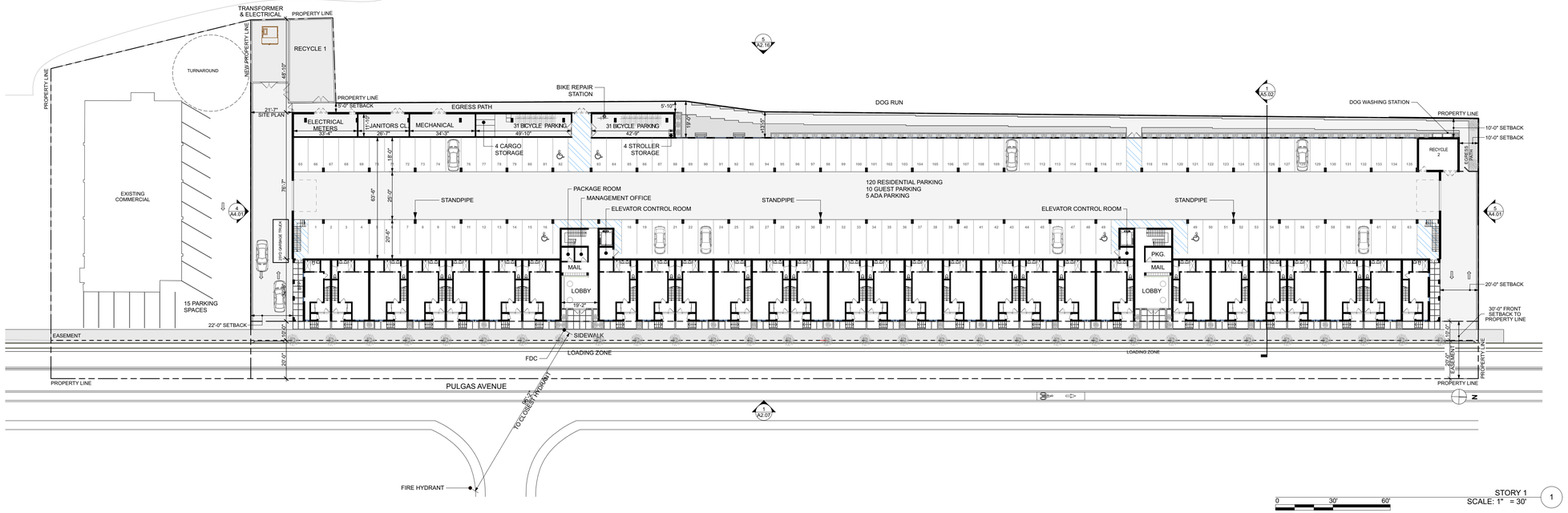
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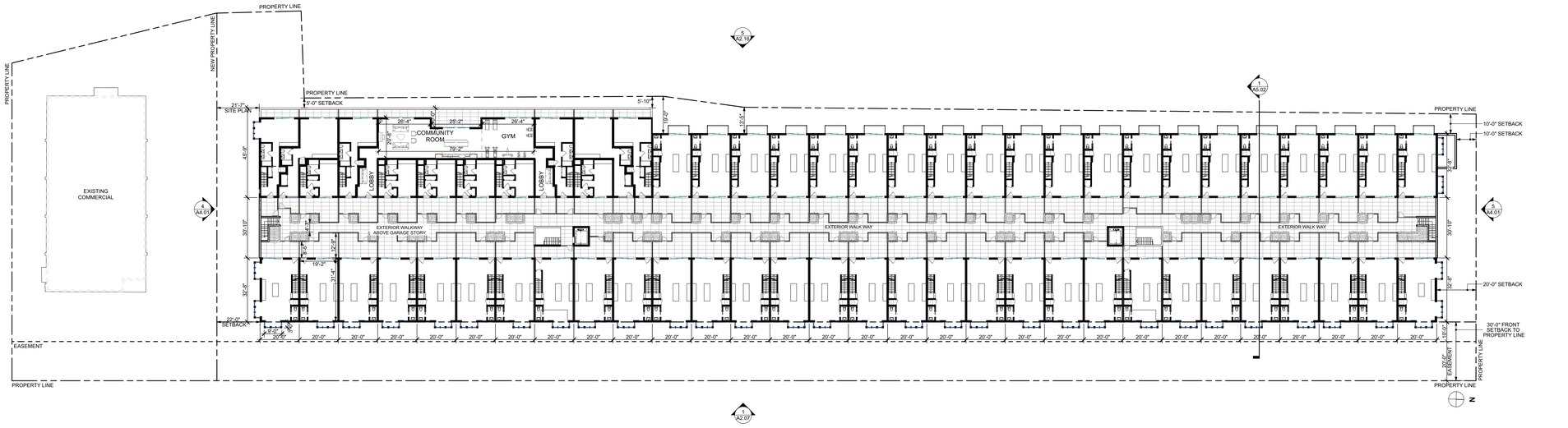
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NEIGHBORHOOD PLAN

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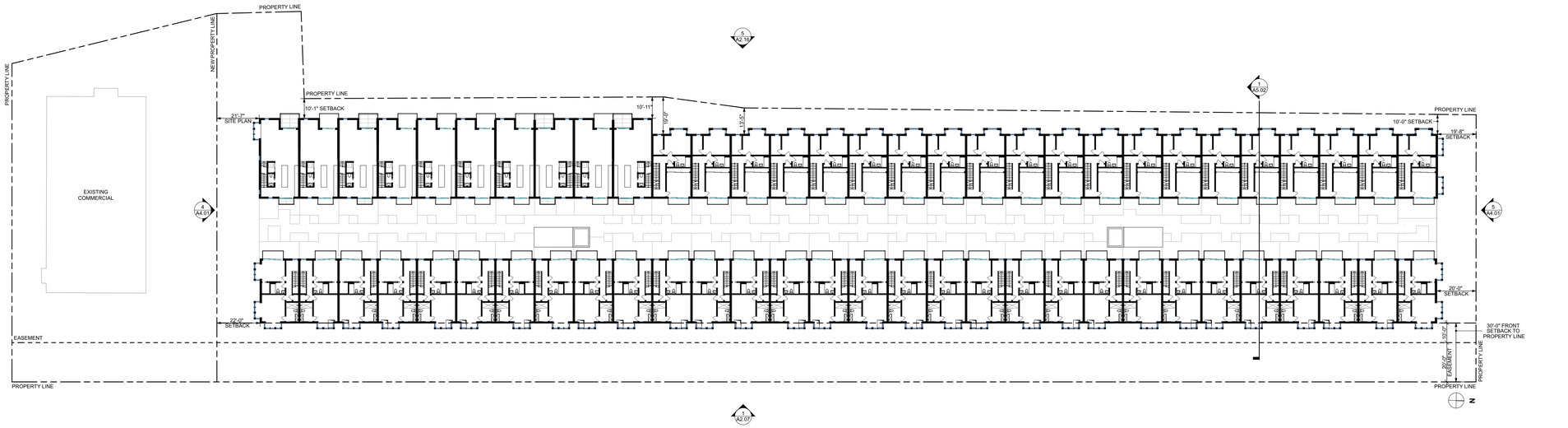
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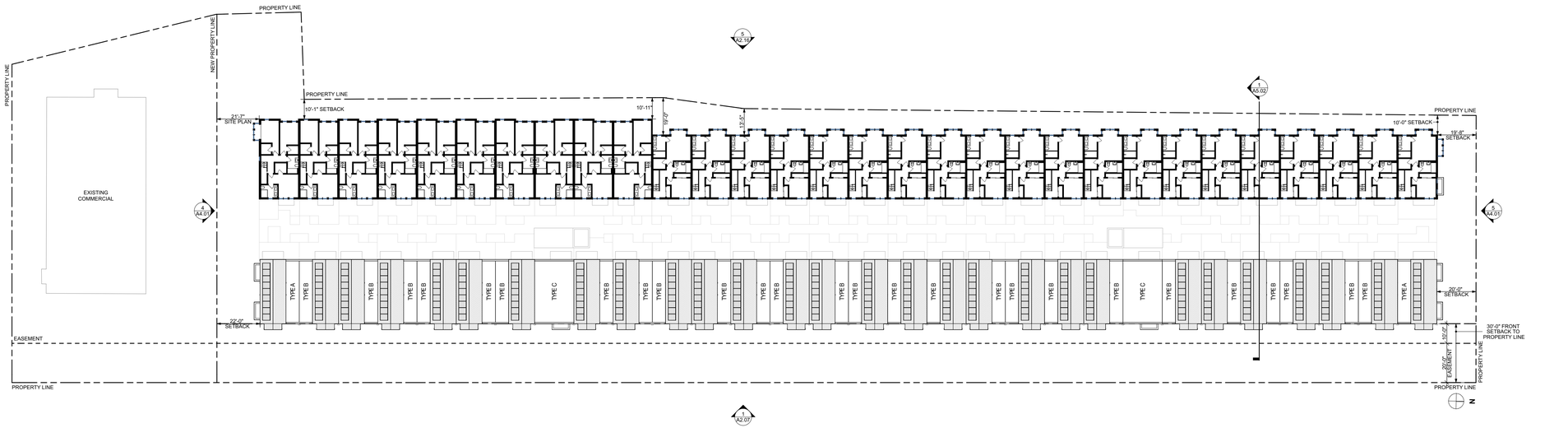
FLOOR PLAN STORY 1 / GARAGE & 2

DRAWING NO. 14 OF 39

A2.01



STORY 3
SCALE: 1" = 30'
0 30' 60'
1



STORY 4 / ROOF
SCALE: 1" = 30'
0 30' 60'
2

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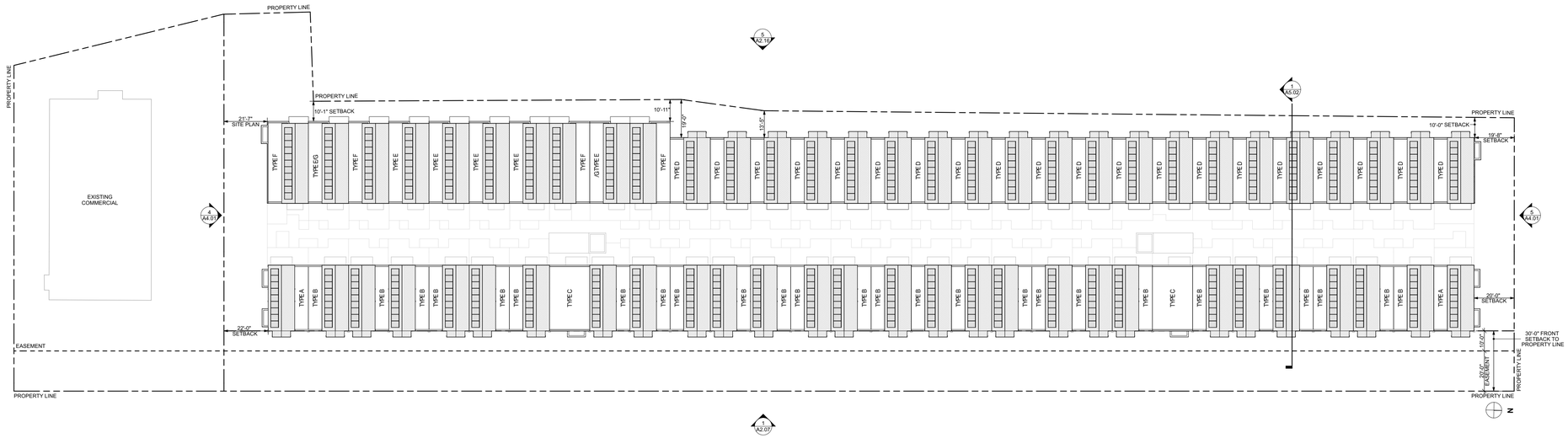
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FLOOR PLAN STORY 3 & 4

DRAWING NO. 15 OF 39

A2.02



0 30' 60'

ROOF PLAN
SCALE: 1" = 30'

1

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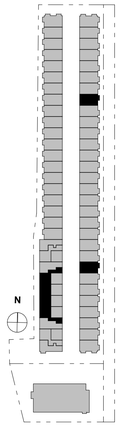
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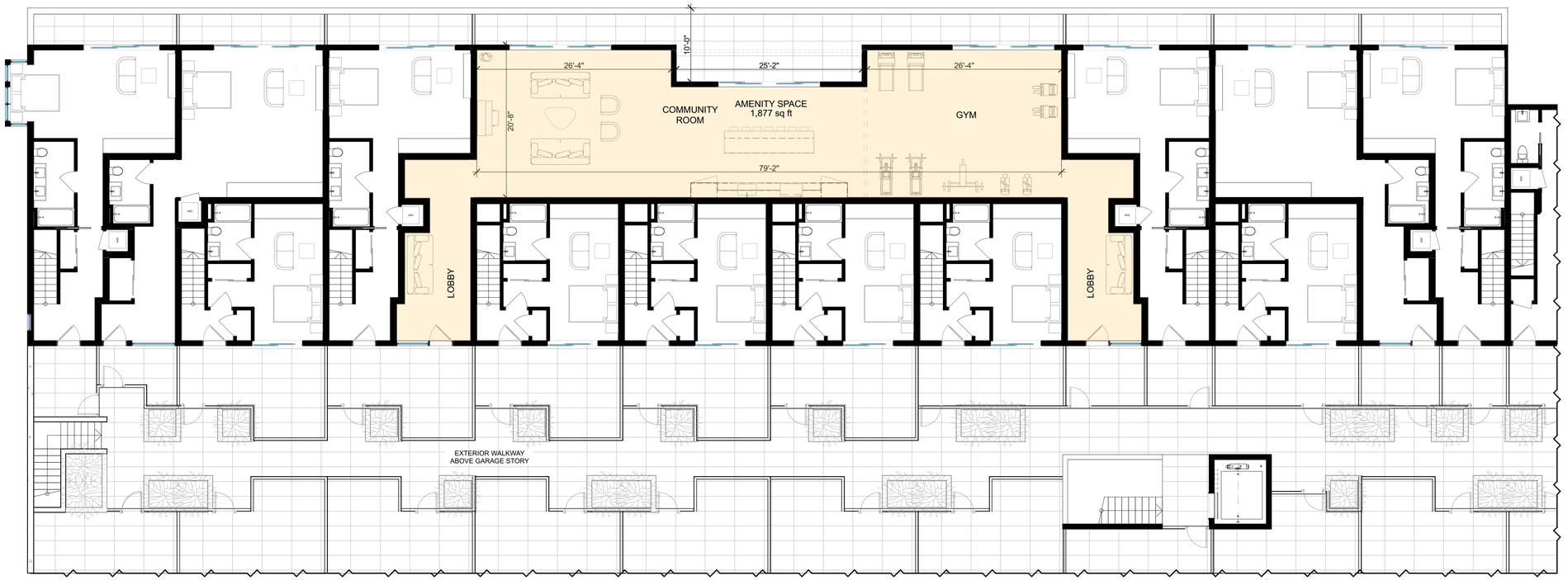
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ROOF PLAN

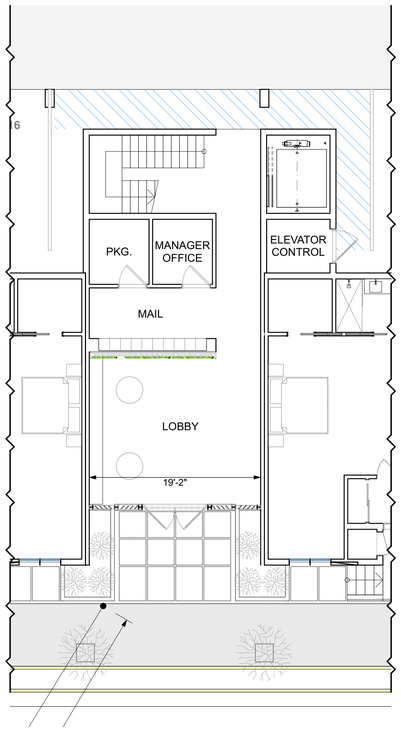
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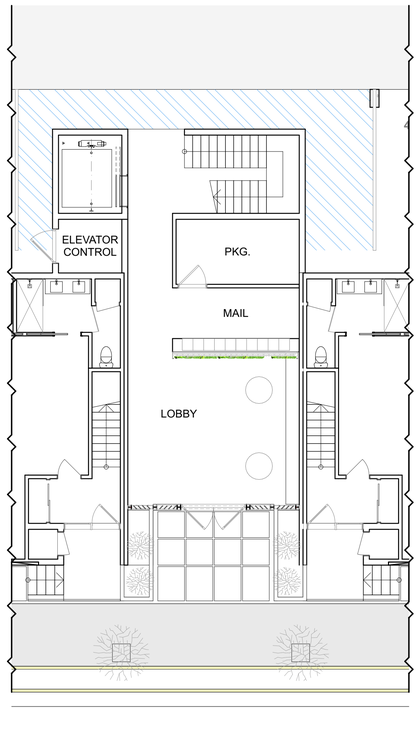




GYM AND AMENITY SPACE
SCALE: 1/8" = 1'-0" (1)



LOBBY 1 (SOUTH)
SCALE: 1/8" = 1'-0" (2)



LOBBY 2 (NORTH)
SCALE: 1/8" = 1'-0" (3)

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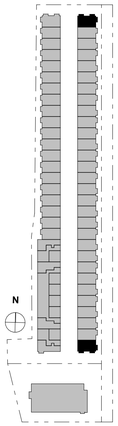
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ENLARGED COMMON SPACE

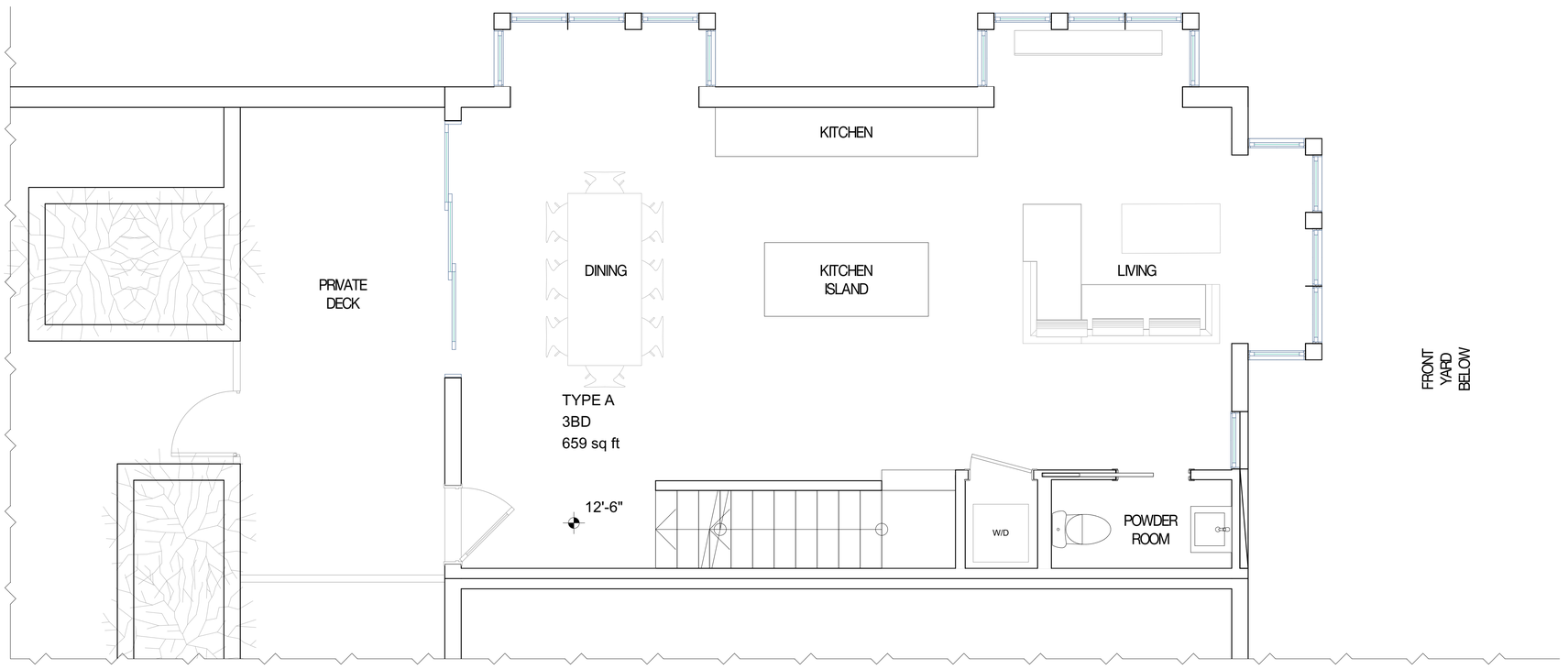
DRAWING NO. 17 OF 39

A2.04





STORY 1



STORY 2

FLOOR PLANS

TYPE A - 3 BR UNITS
1,707 SF RESIDENTIAL NET
1,917 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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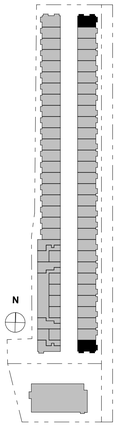
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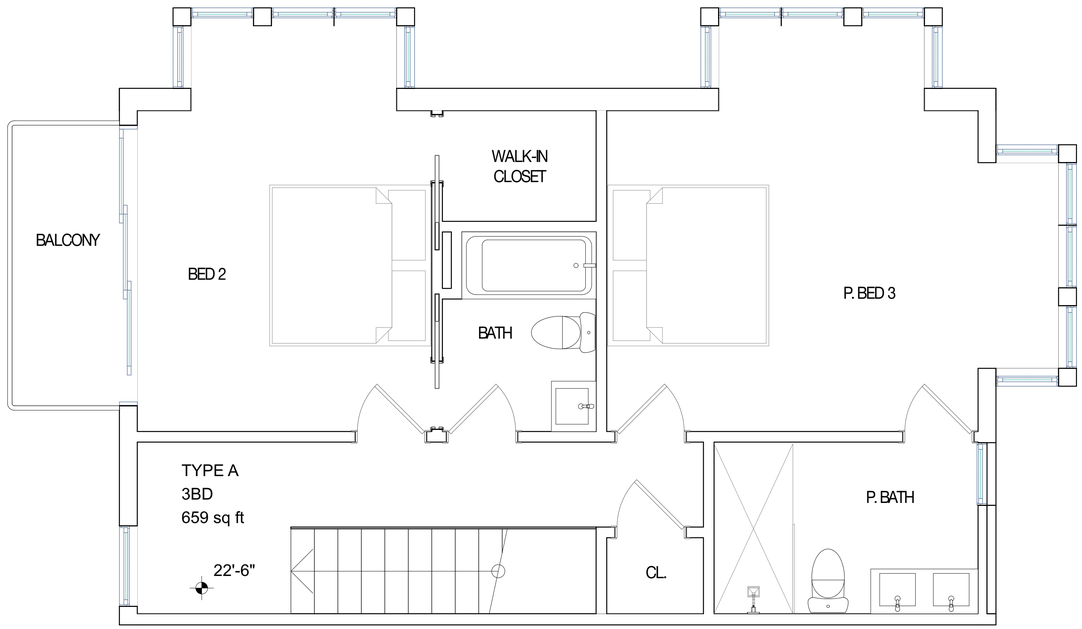
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ENLARGED FLOOR PLANS - TYPE A

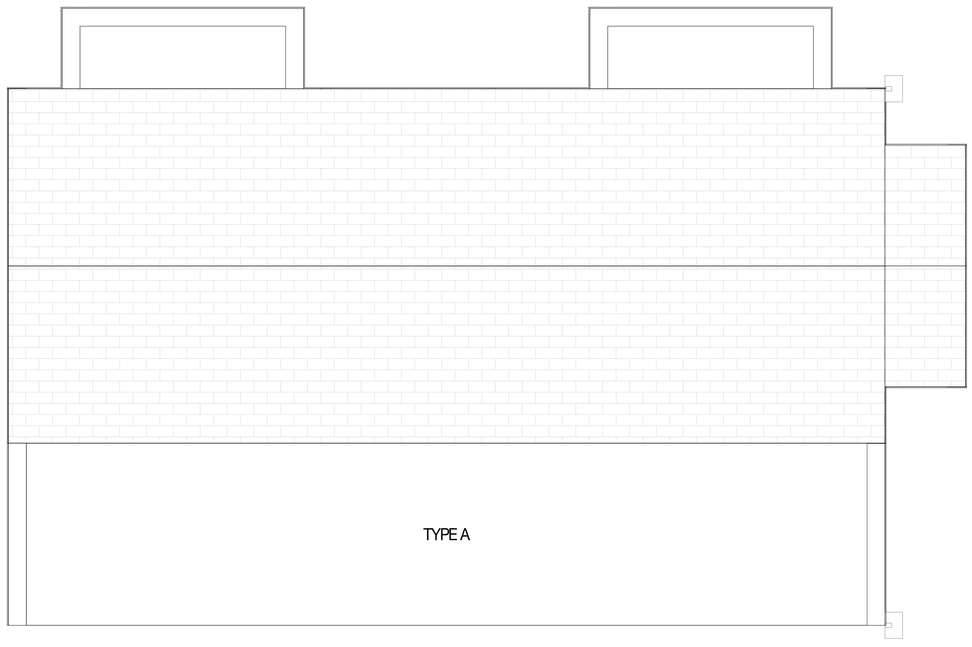
DRAWING NO. 18 OF 39

A2.05





STORY 3



ROOF

FLOOR PLANS

TYPE A - 3 BR UNITS
1,707 SF RESIDENTIAL NET
1,917 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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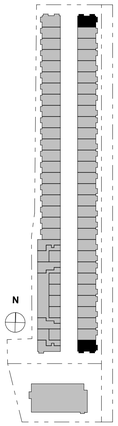
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ENLARGED FLOOR PLANS - TYPE A

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A2.06





UNIT A (EAST)



UNIT A (SOUTH)



UNIT A (WEST)

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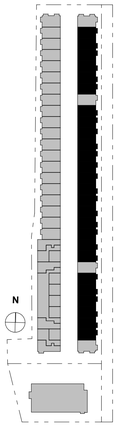
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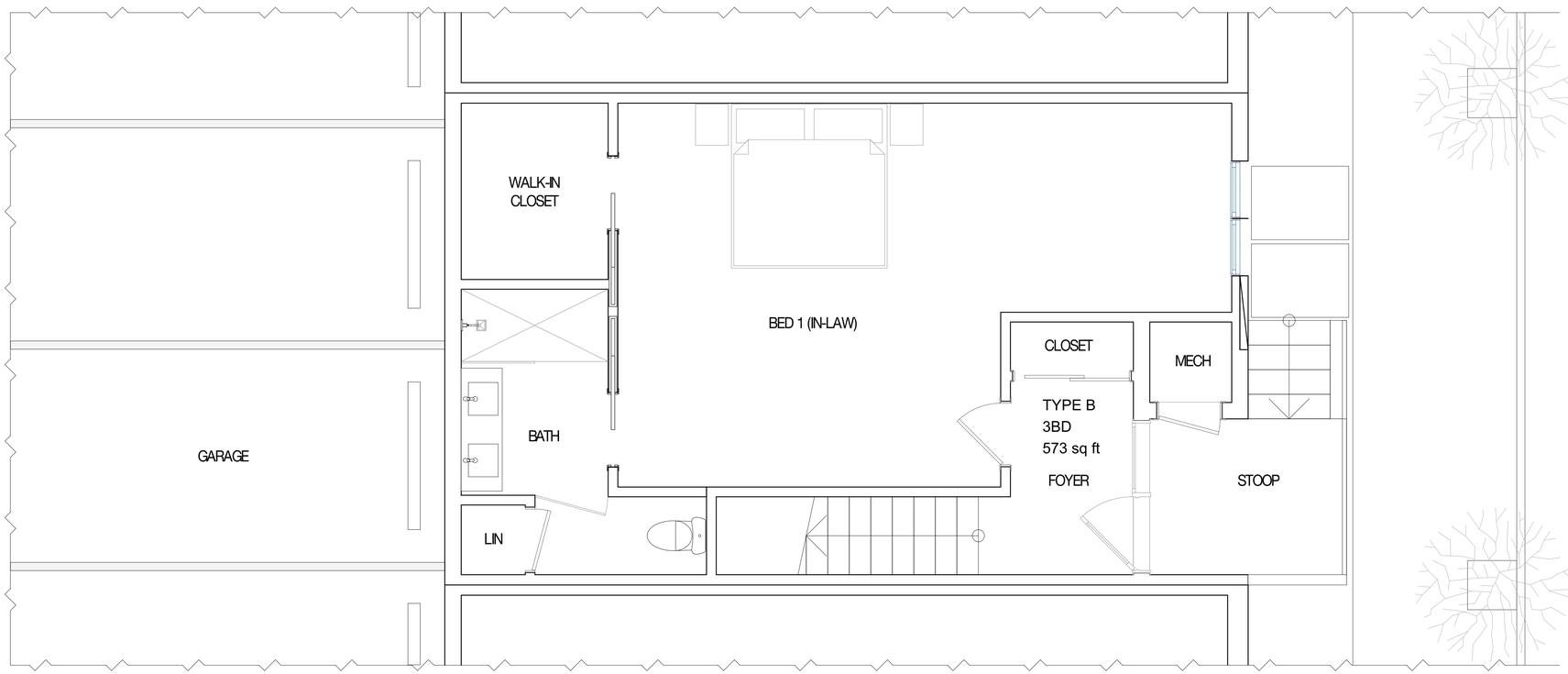
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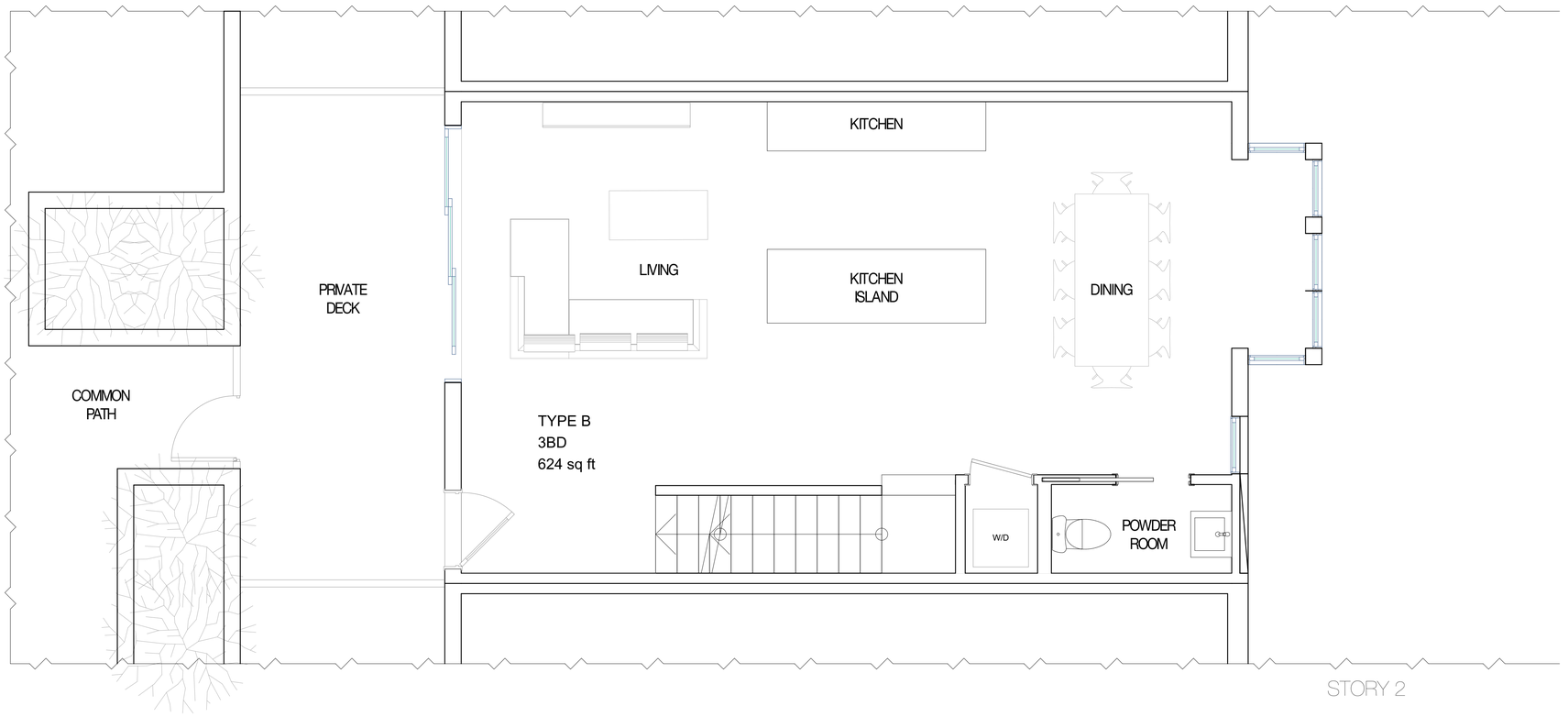
DRAWING NO. 20 OF 39

A2.07





STORY 1



STORY 2

FLOOR PLANS

TYPE B - 3 BR UNITS
1,821 SF RESIDENTIAL NET
1,986 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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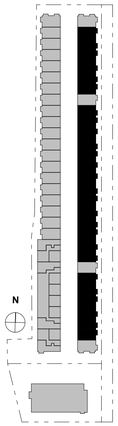
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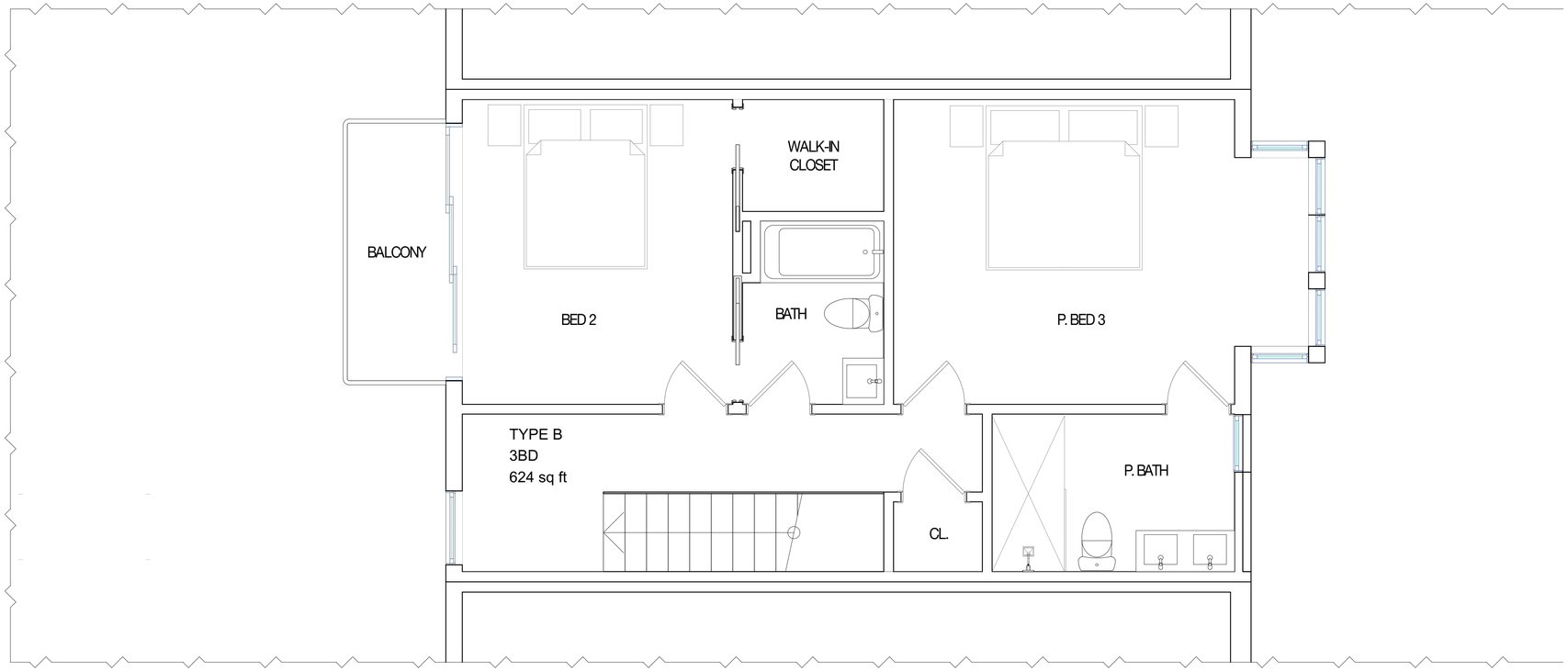
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ENLARGED FLOOR PLANS - TYPE B

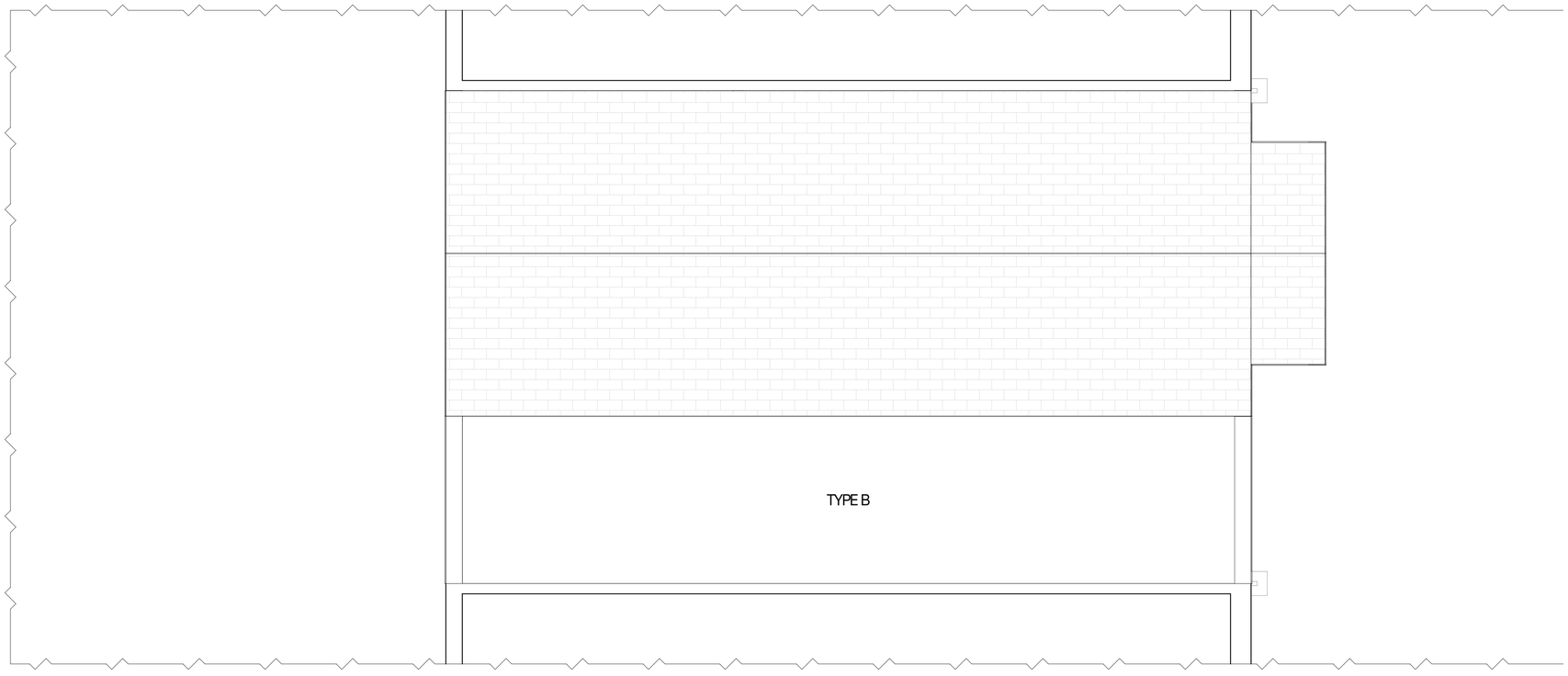
DRAWING NO. 21 OF 39

A2.08





STORY 3



ROOF

FLOOR PLANS

TYPE B - 3 BR UNITS
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1,986 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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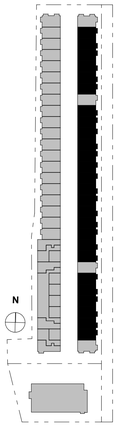
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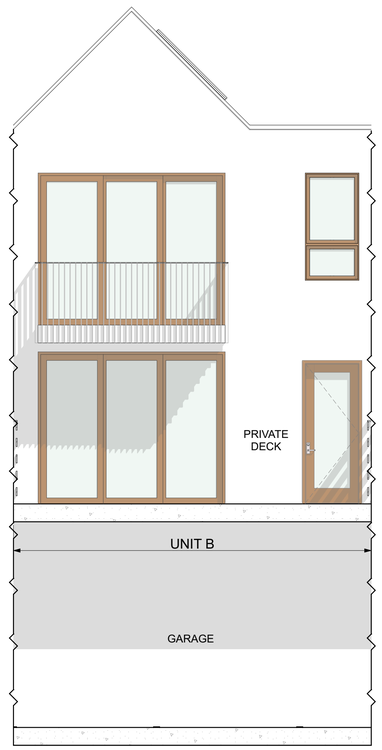
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A2.09





UNIT B (EAST)



UNIT B (WEST)

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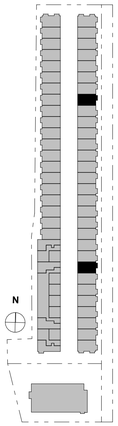
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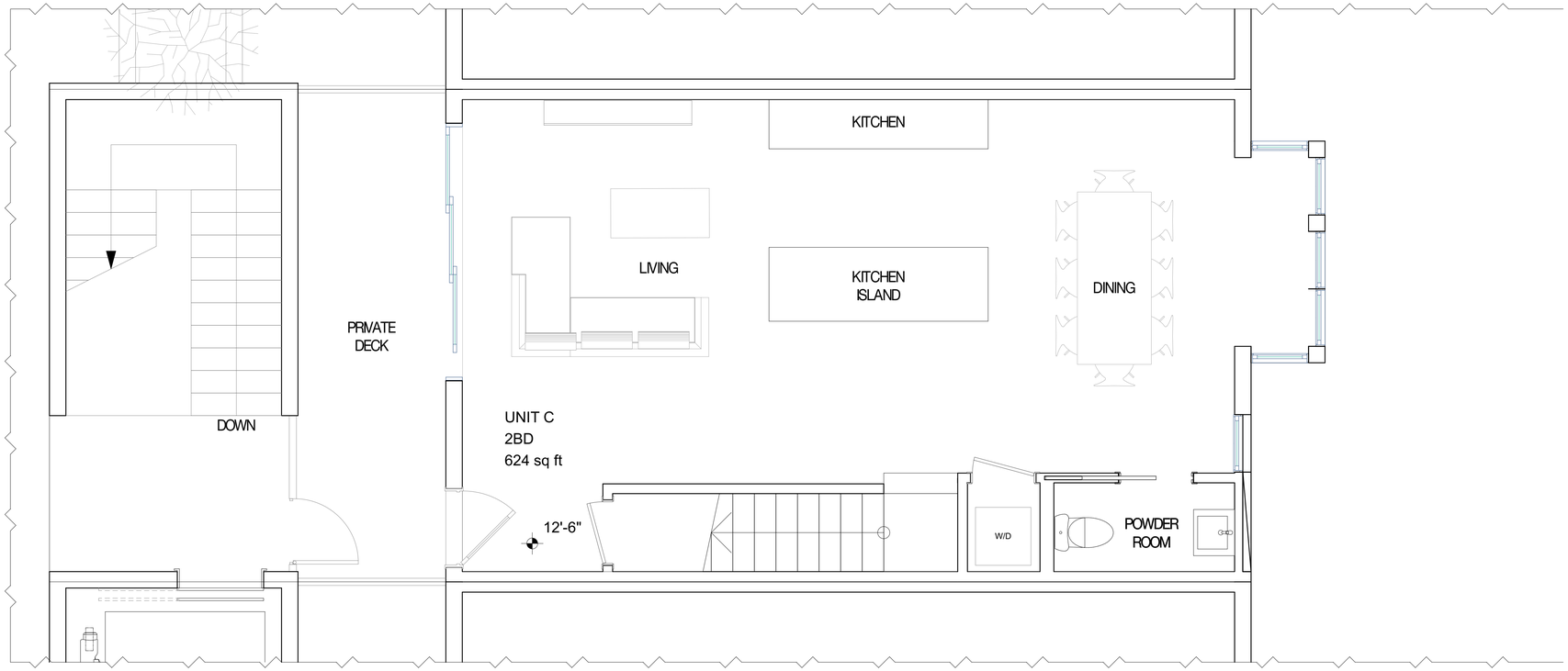
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ENLARGED ELEVATIONS - TYPE B

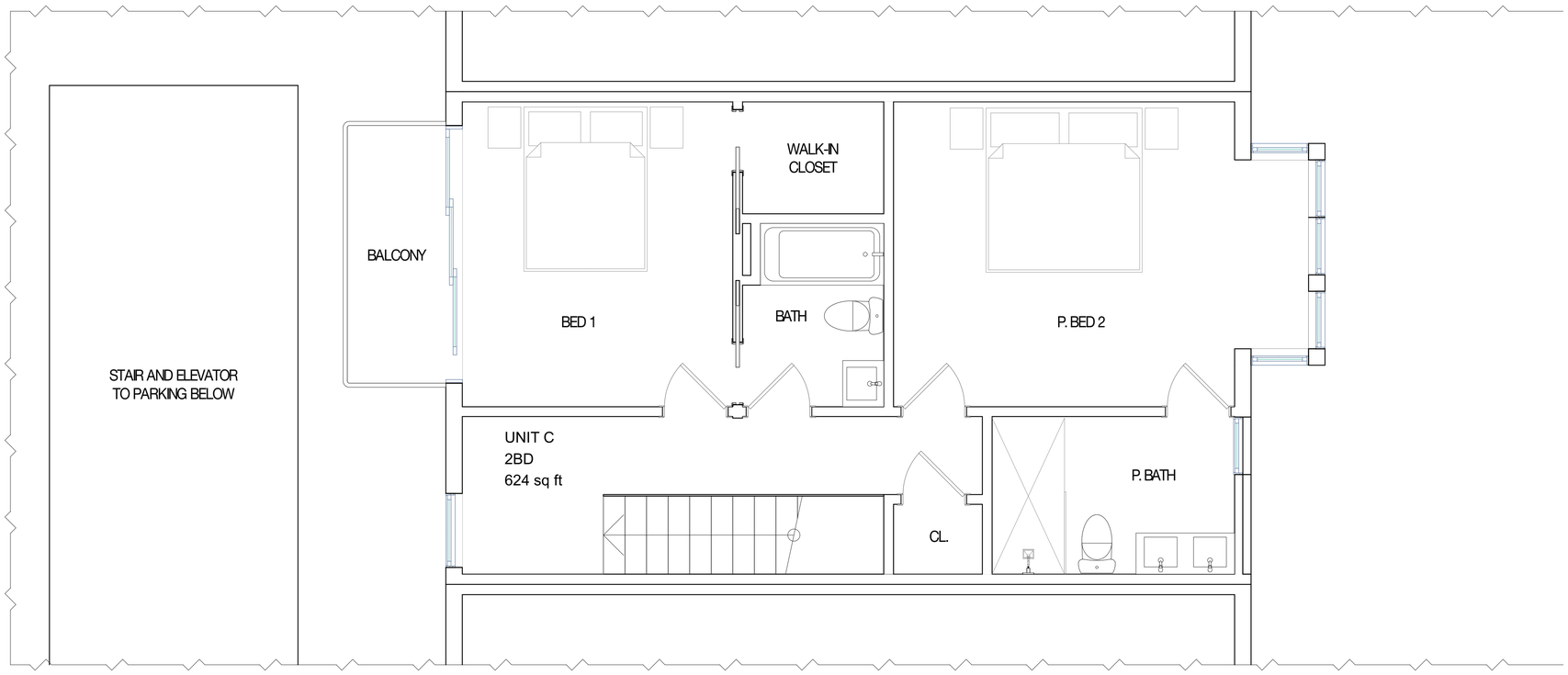
DRAWING NO. 23 OF 39

A2.10





STORY 2 - LOWEST STORY OF UNIT AND ENTRY



STORY 3

FLOOR PLANS

TYPE C - 2 BR UNITS
1,248 SF RESIDENTIAL NET
1,360 SF RESIDENTIAL GROSS
COMMON GARAGE
1 PARKING

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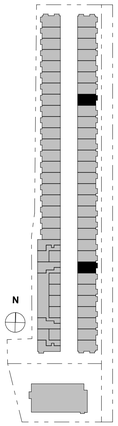
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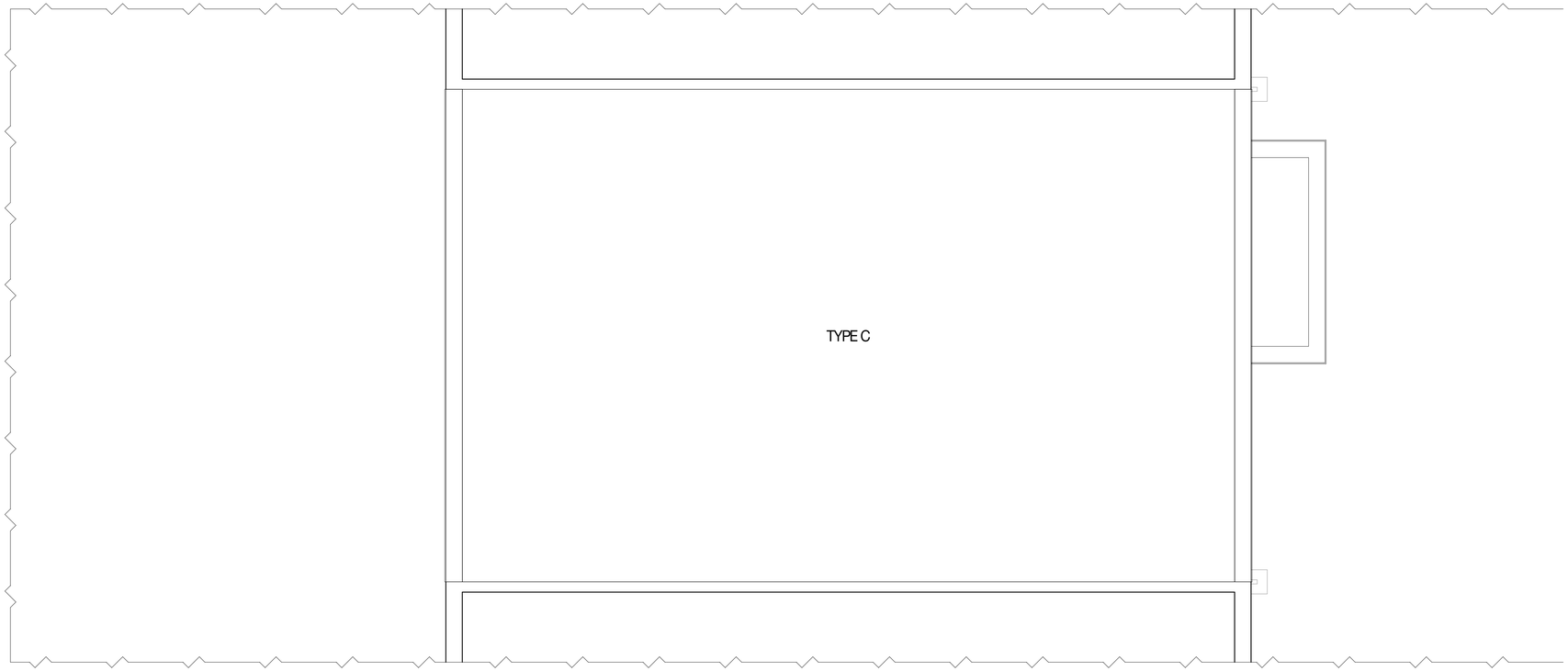
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ENLARGED FLOOR PLANS - TYPE C

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A2.11





ROOF

FLOOR PLANS

TYPE C - 2 BR UNITS
1,248 SF RESIDENTIAL NET
1,360 SF RESIDENTIAL GROSS
COMMON GARAGE
1 PARKING

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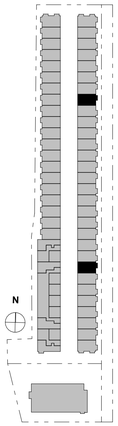
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ENLARGED FLOOR PLANS - TYPE C

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UNIT C (EAST)



UNIT C (WEST)

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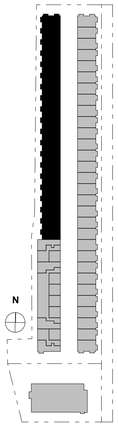
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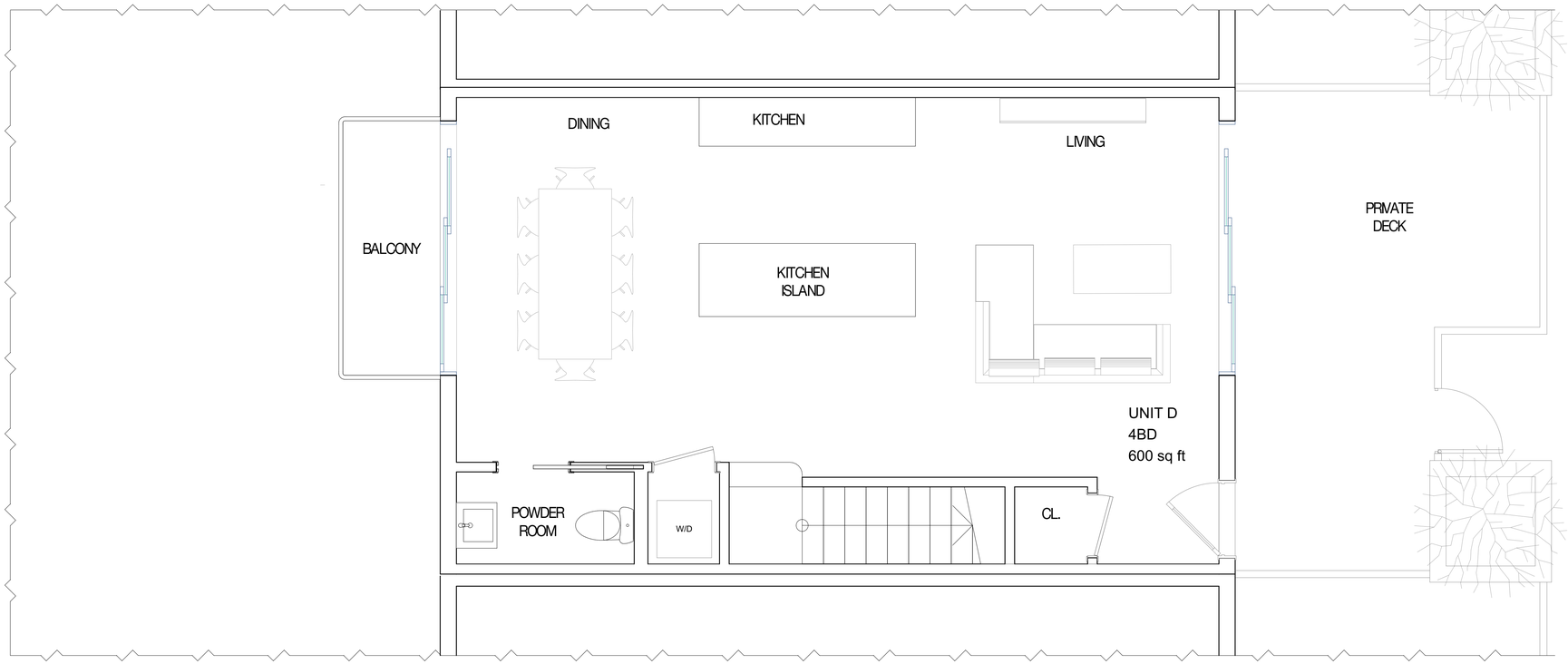
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ENLARGED ELEVATIONS - TYPE C

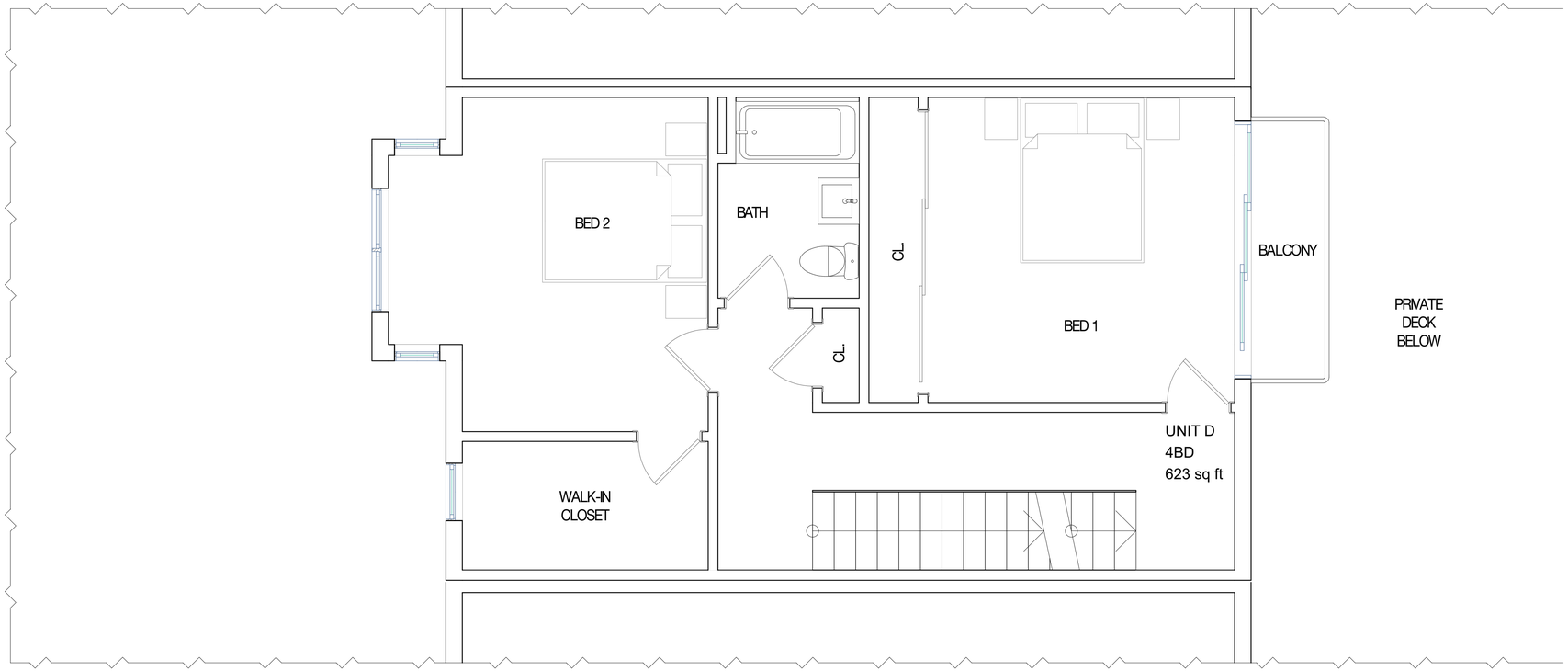
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A2.13





STORY 2 - LOWEST STORY OF UNIT AND ENTRY



STORY 3

FLOOR PLANS

TYPE D - 4 BR UNITS
1,846 SF RESIDENTIAL NET
2,013 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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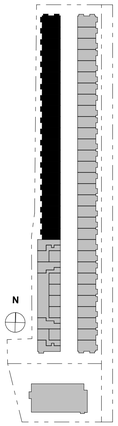
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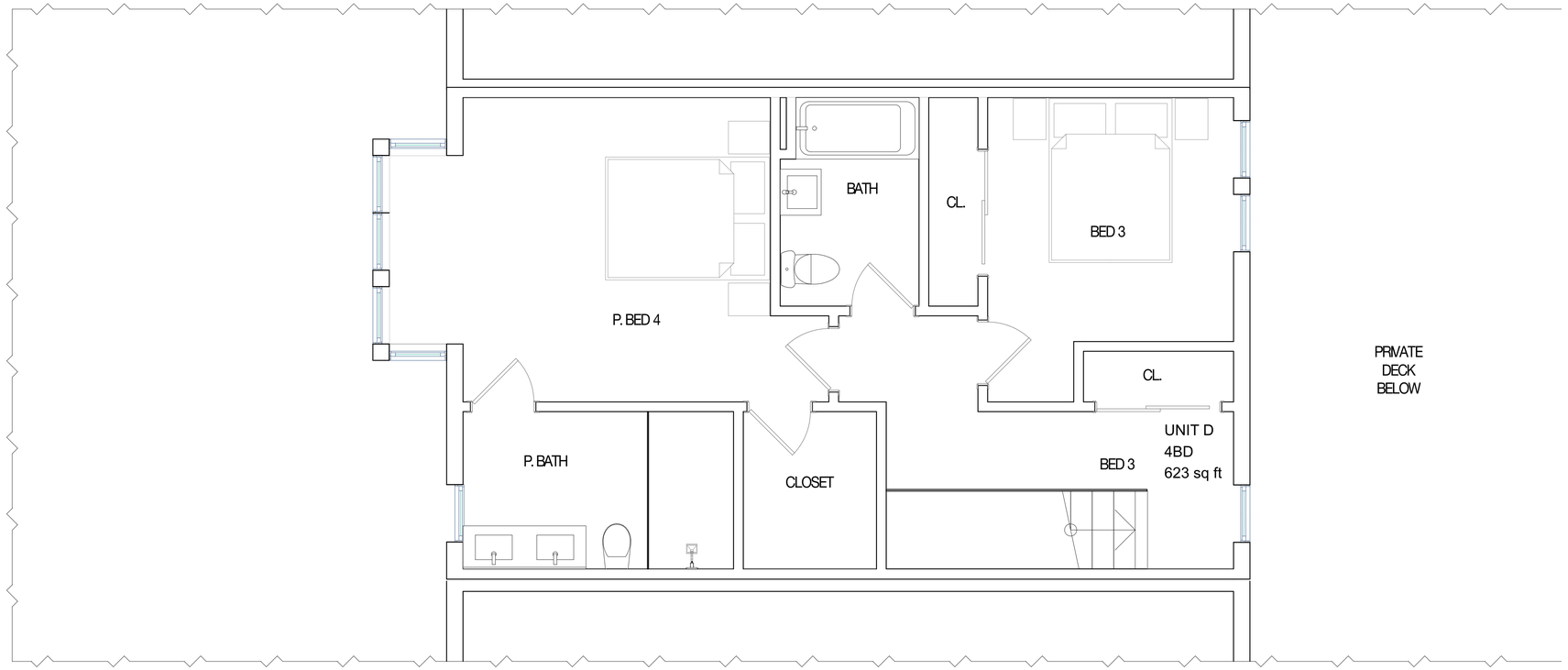
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ENLARGED FLOOR PLANS - TYPE D

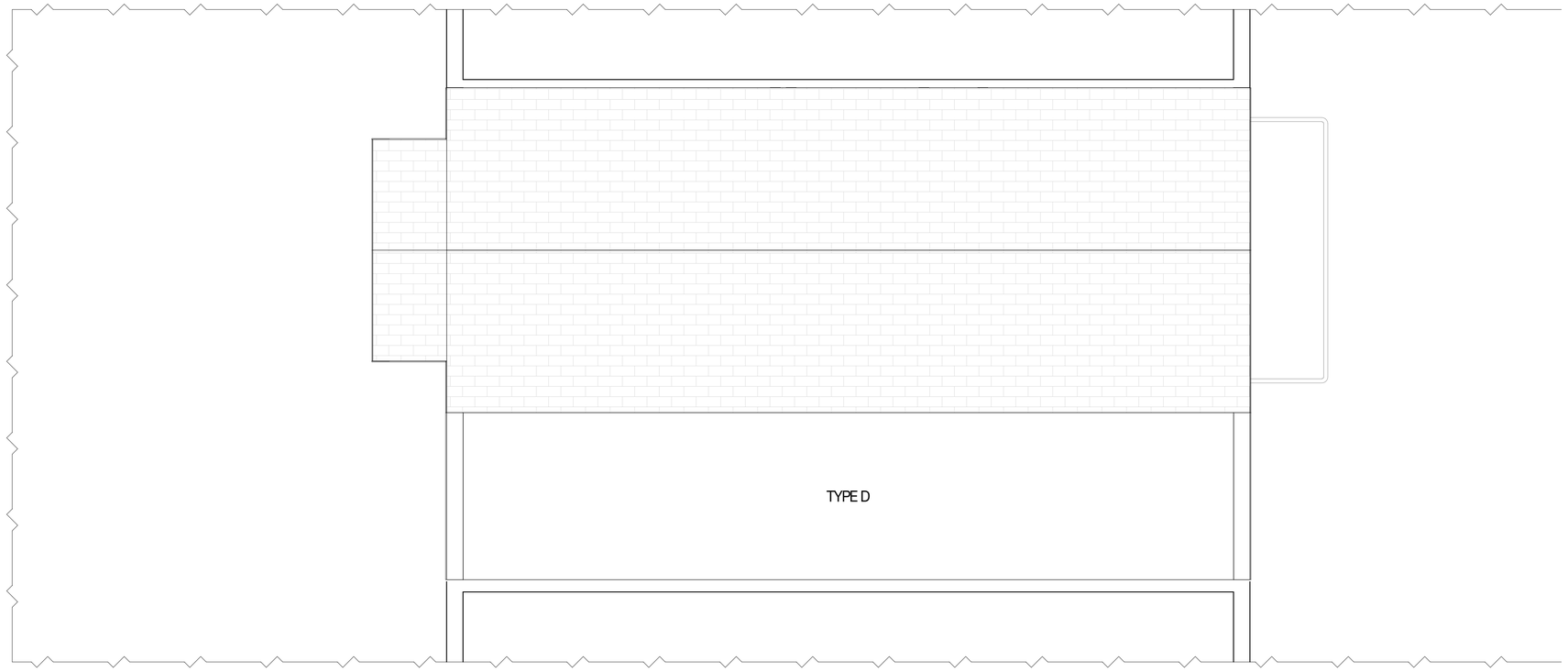
DRAWING NO. 27 OF 39

A2.14





STORY 4



ROOF

FLOOR PLANS

TYPE D - 4 BR UNITS
1,846 SF RESIDENTIAL NET
2,013 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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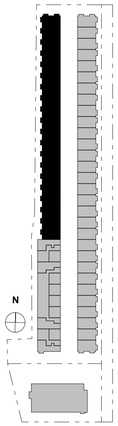
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ENLARGED FLOOR PLANS - TYPE D

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A2.15





UNIT D (WEST)



UNIT D (NORTH)



UNIT D (WEST)

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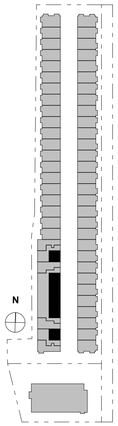
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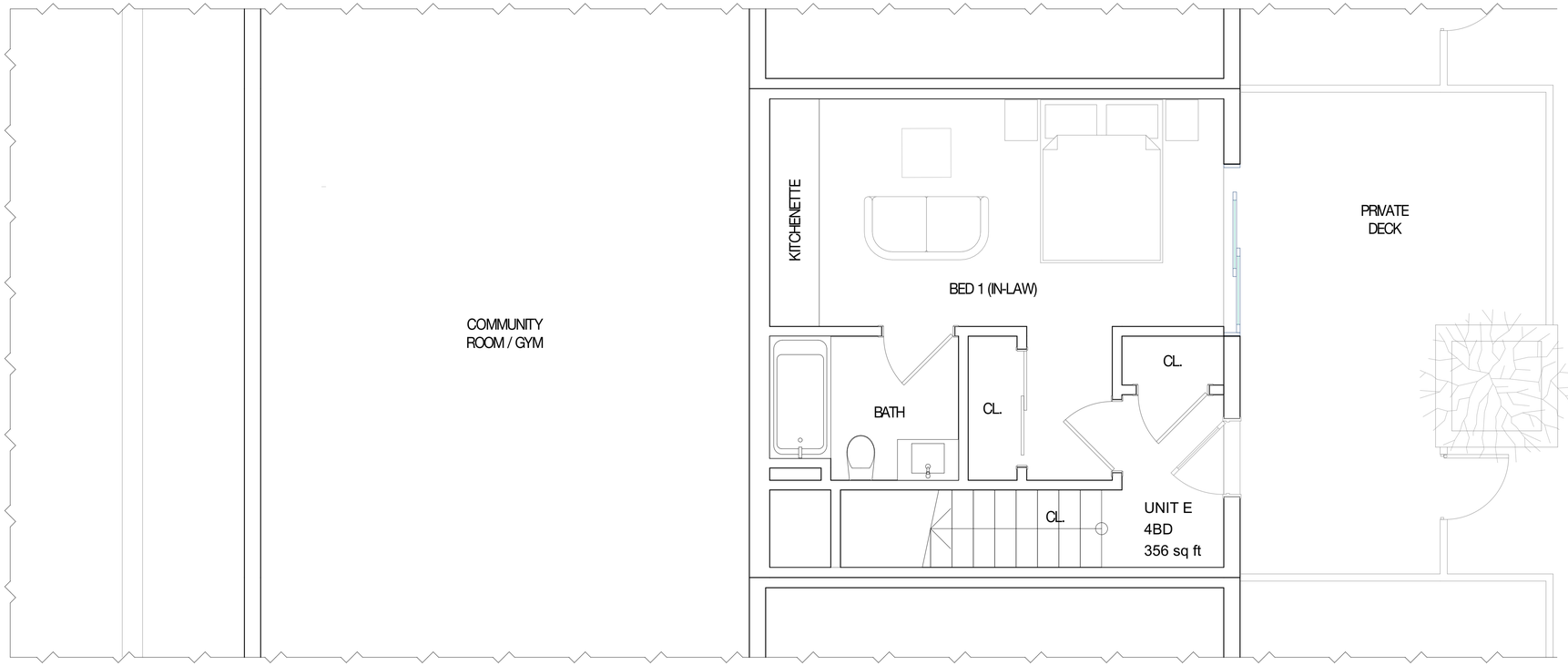
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ENLARGED ELEVATIONS - TYPE D

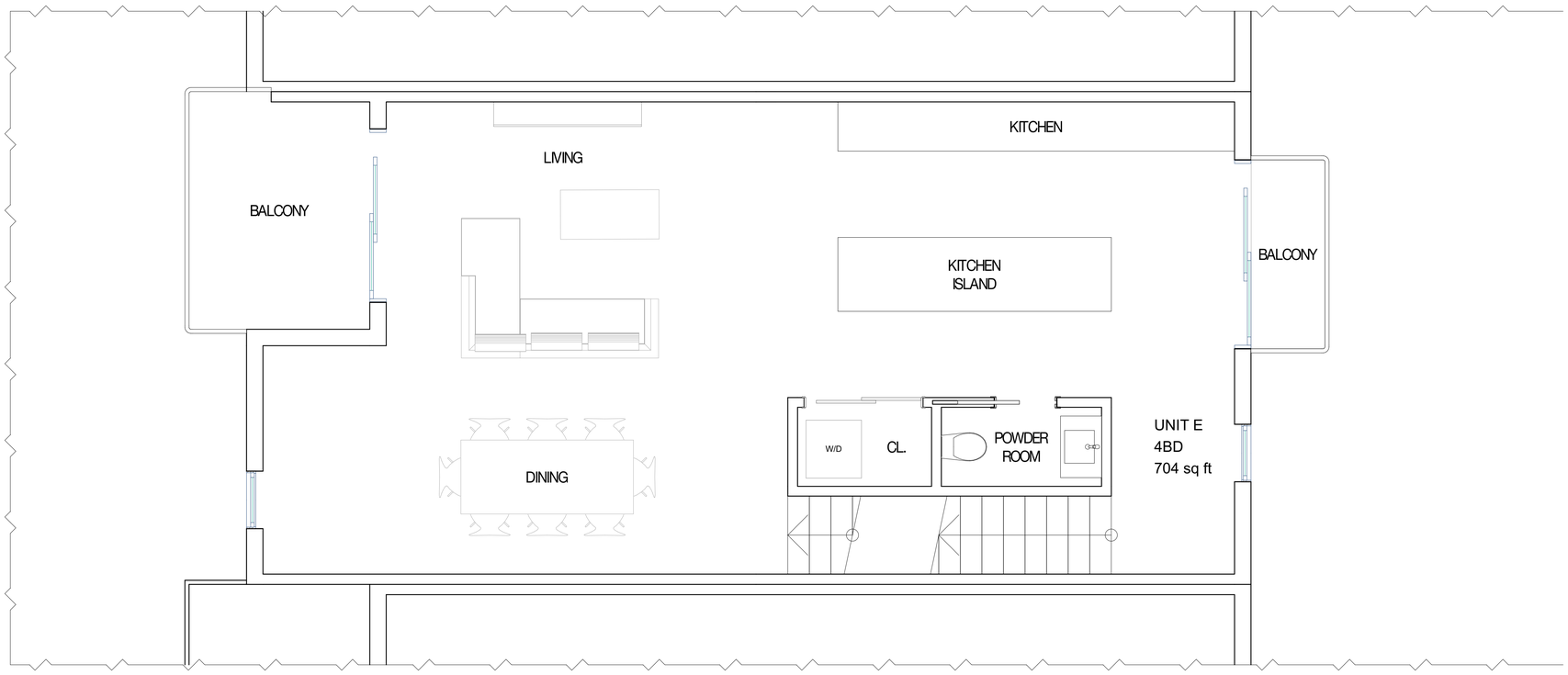
DRAWING NO. 29 OF 39

A2.16





STORY 2 - LOWEST STORY OF UNIT AND ENTRY



STORY 3

FLOOR PLANS

TYPE E - 4 BR UNITS
1,804 SF RESIDENTIAL NET
1,962 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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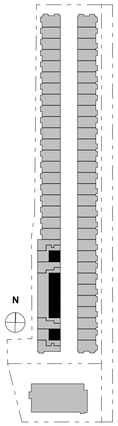
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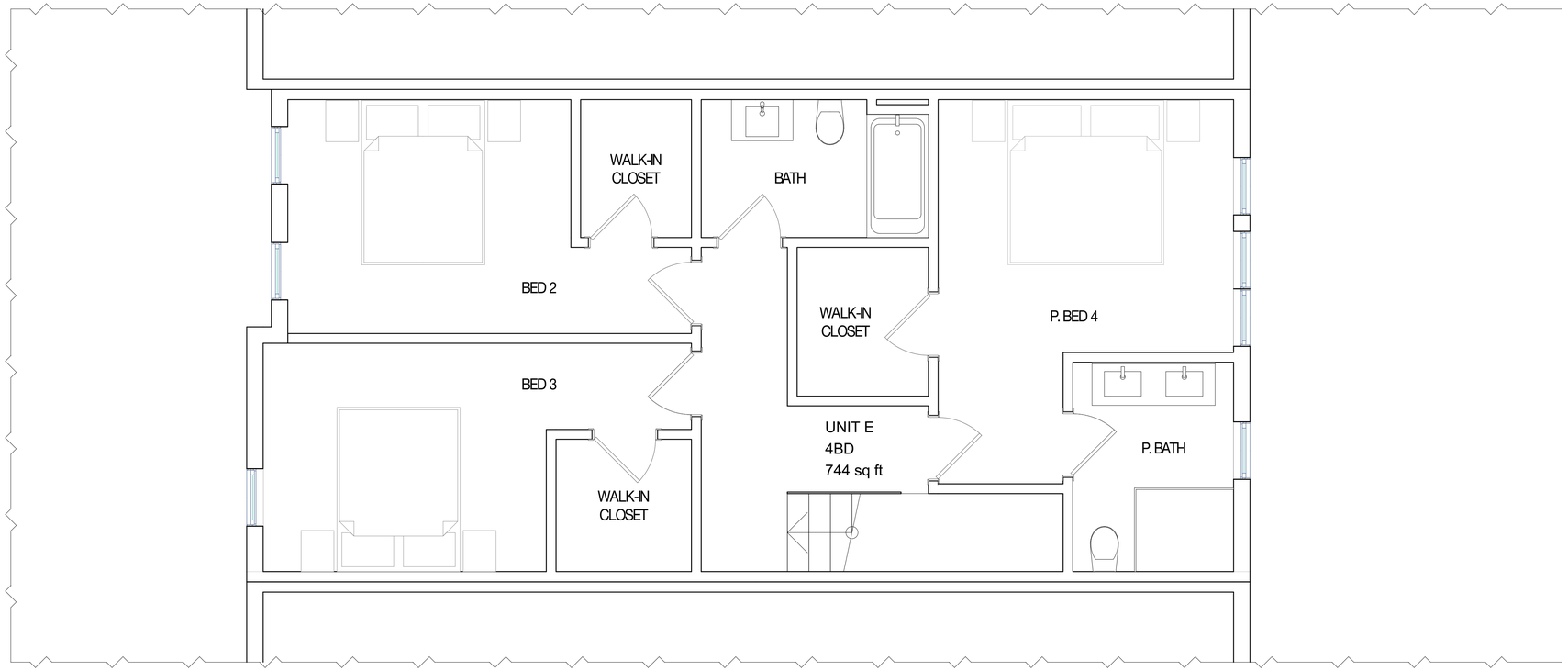
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ENLARGED FLOOR PLANS - TYPE E

DRAWING NO. 30 OF 39

A2.17





STORY 4



ROOF

FLOOR PLANS

TYPE E - 4 BR UNITS
1,804 SF RESIDENTIAL NET
1,962 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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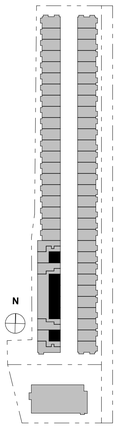
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ENLARGED FLOOR PLANS - TYPE E

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A2.18





UNIT E (EAST)



UNIT E (WEST)

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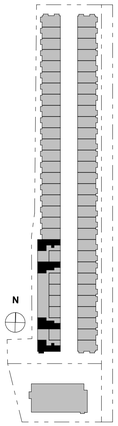
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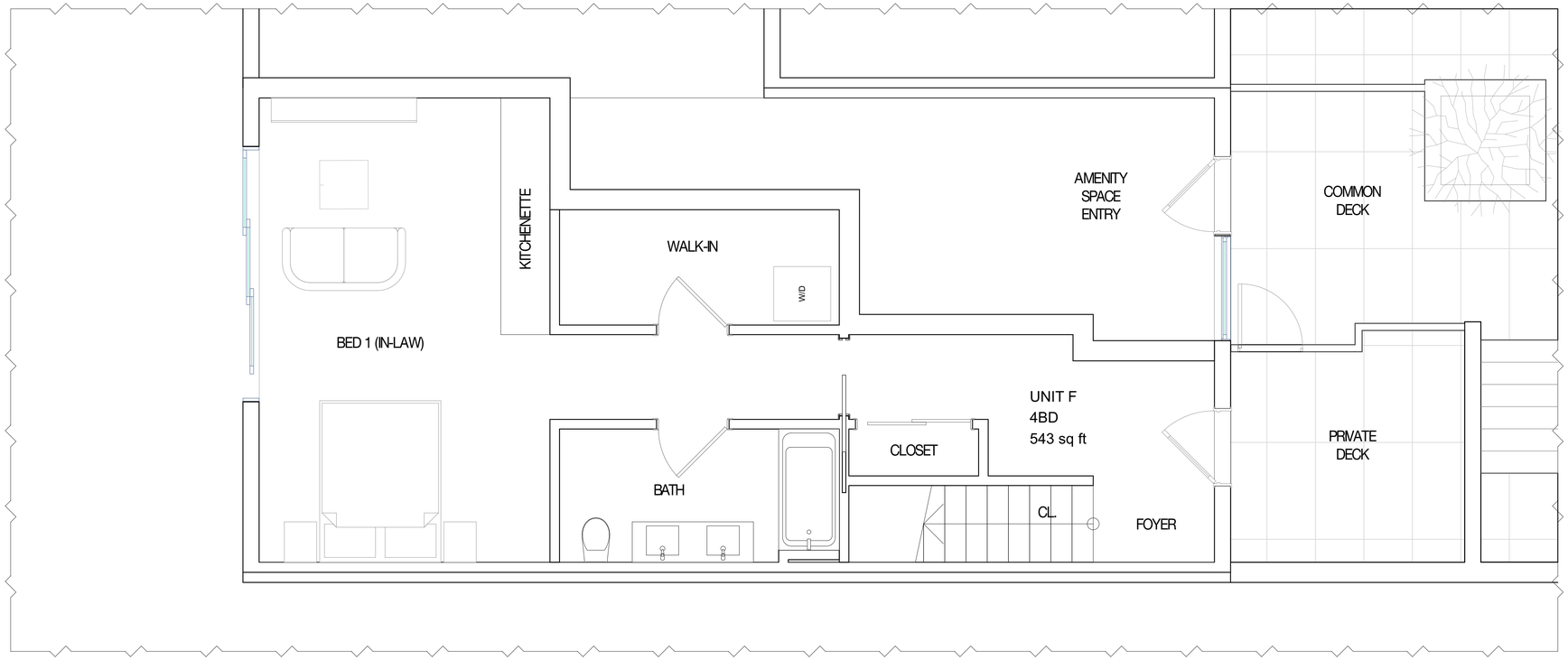
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ENLARGED ELEVATIONS - TYPE E

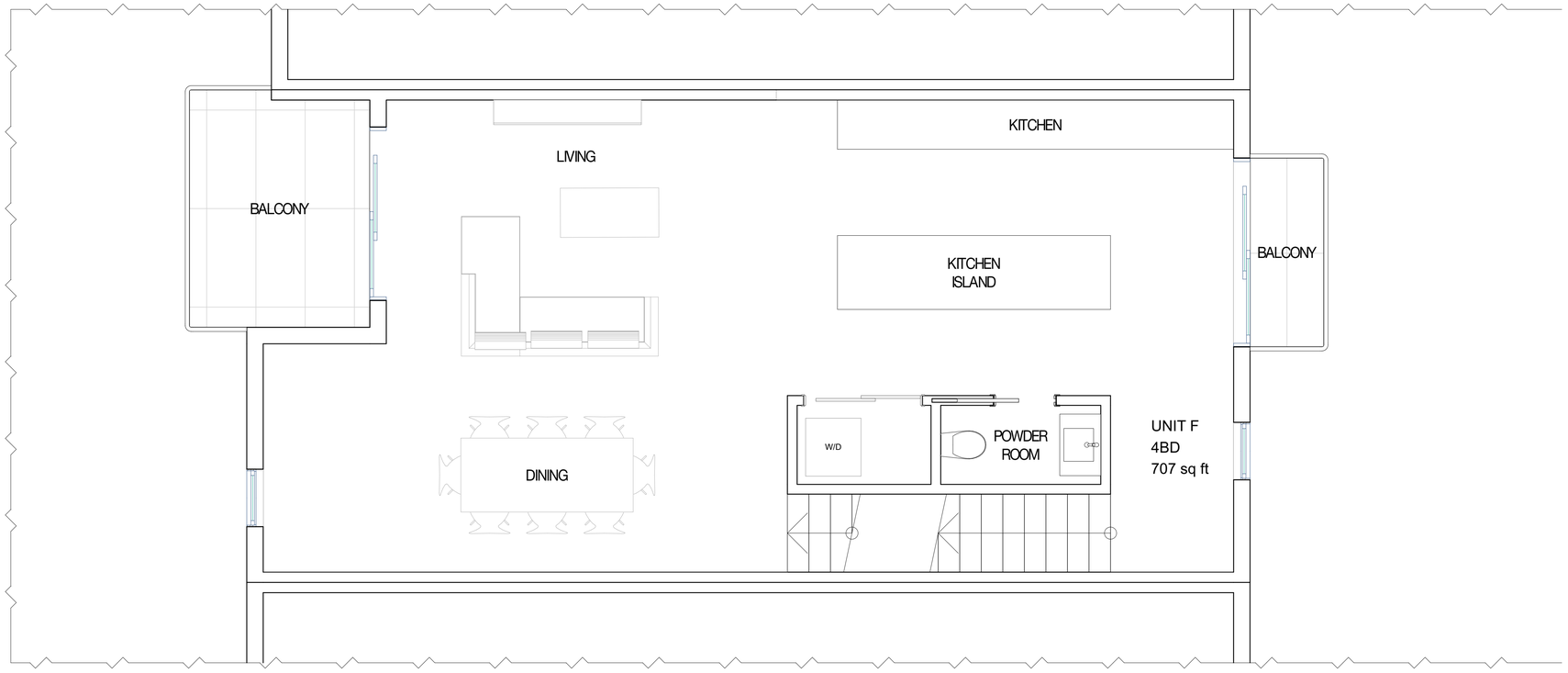
DRAWING NO. 32 OF 39

A2.19





STORY 2 - LOWEST STORY OF UNIT AND ENTRY



STORY 3

FLOOR PLANS

TYPE F - 4 BR UNITS
1,954 SF RESIDENTIAL NET
2,243 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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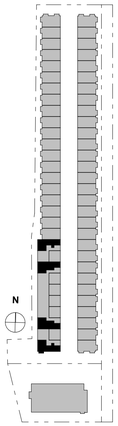
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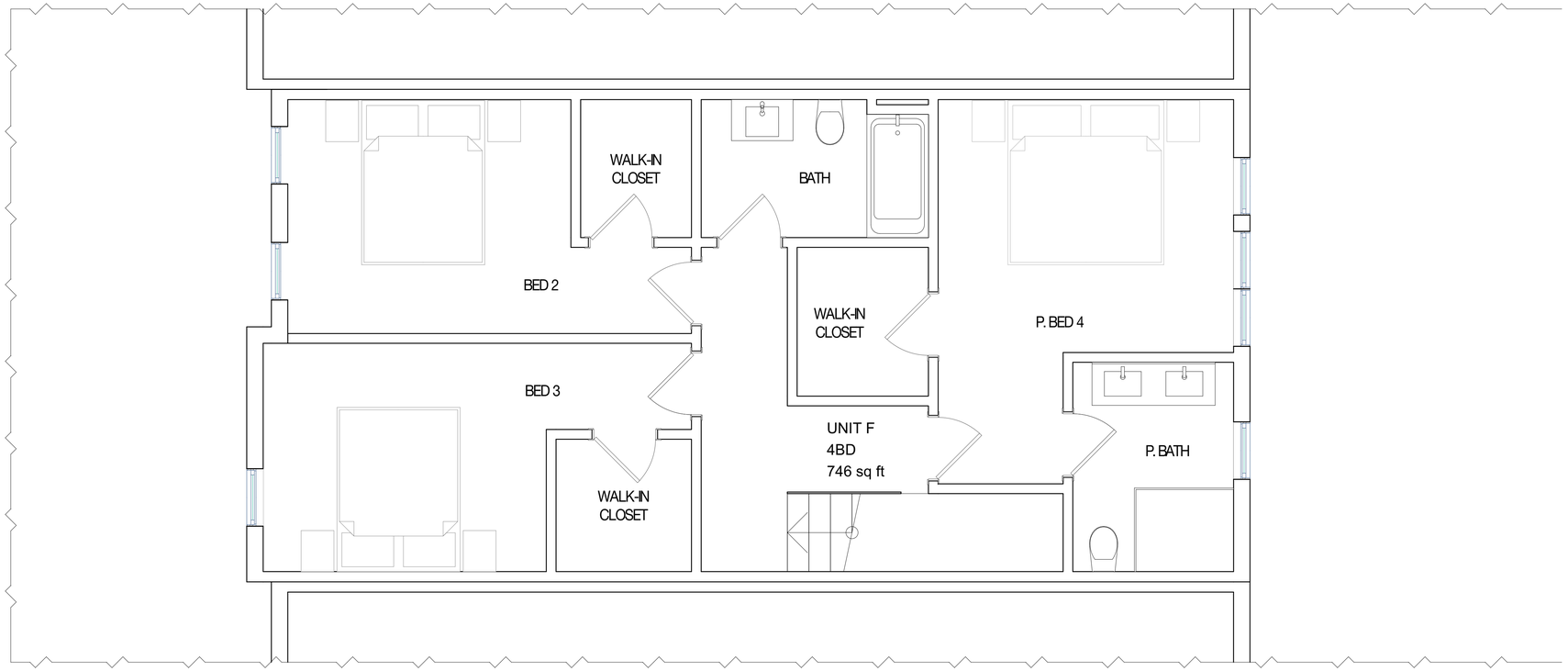
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ENLARGED FLOOR PLANS - TYPE F

DRAWING NO. 33 OF 39

A2.20





STORY 4



ROOF

FLOOR PLANS

TYPE F - 4 BR UNITS
1,954 SF RESIDENTIAL NET
2,243 SF RESIDENTIAL GROSS
COMMON PARKING
2 PARKING

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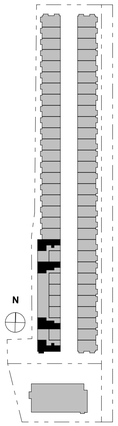
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ENLARGED FLOOR PLANS - TYPE F

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A2.21





UNIT F (EAST)



UNIT F (SOUTH)



UNIT F (WEST)

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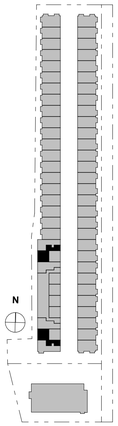
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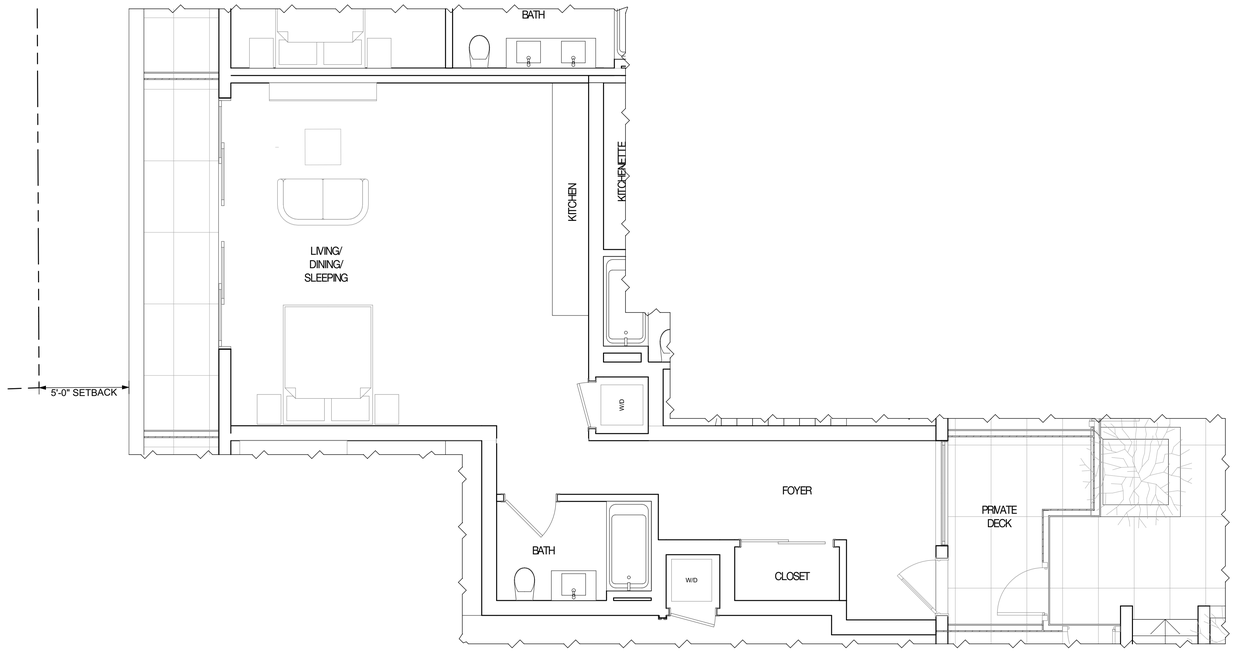
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ENLARGED ELEVATIONS - TYPE F

DRAWING NO. 35 OF 39

A2.22





STORY 2 - ONLY STORY OF UNIT AND ENTRY

FLOOR PLANS

TYPE G - STUDIO UNITS
608 SF RESIDENTIAL NET
679 SF RESIDENTIAL GROSS
COMMON PARKING
1 PARKING

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ENLARGED FLOOR PLANS - TYPE G

DRAWING NO. 36 OF 39

A2.23



EAST ELEVATION FRONT
SCALE: 1" = 20'
1



WEST ELEVATION REAR
SCALE: 1" = 20'
2



NORTH ELEVATION SIDE
SCALE: 1/16" = 1'-0"
5



SOUTH ELEVATION SIDE
SCALE: 1/16" = 1'-0"
4

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RIYAD GHANNAM
C-29116
06/30/2025
RENEWAL DATE
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION
ENTITLEMENT ONLY.

REVISIONS

NO.	DATE	ISSUE
	01/12/24	ZONE CHANGE

ISSUE
01/12/24 ZONE CHANGE

OWNER
WAWALAND LLC
6044 STEVENSON BLVD.
FREMONT CA 94538

PROJECT NAME
1933 Pulgas Avenue
East Palo Alto, CA 94303

APN
063-492-280

SCALE
AS NOTED
DRAWN BY
TG / MP
CHECKED BY
RG / SK
PROJECT NO.
202309
DATE OF PUBLICATION
1/12/24

BUILDING ELEVATIONS

DRAWING NO. 37 OF 39

A4.01



SECTION LONGITUDINAL A
SCALE: 1" = 20'
2



SECTION LONGITUDINAL COURT
SCALE: 1" = 20'
1

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428 SOUTH VAN NESS AVENUE
SAN FRANCISCO, CA 94103
415.649.6202
mail@rg-architecture.com

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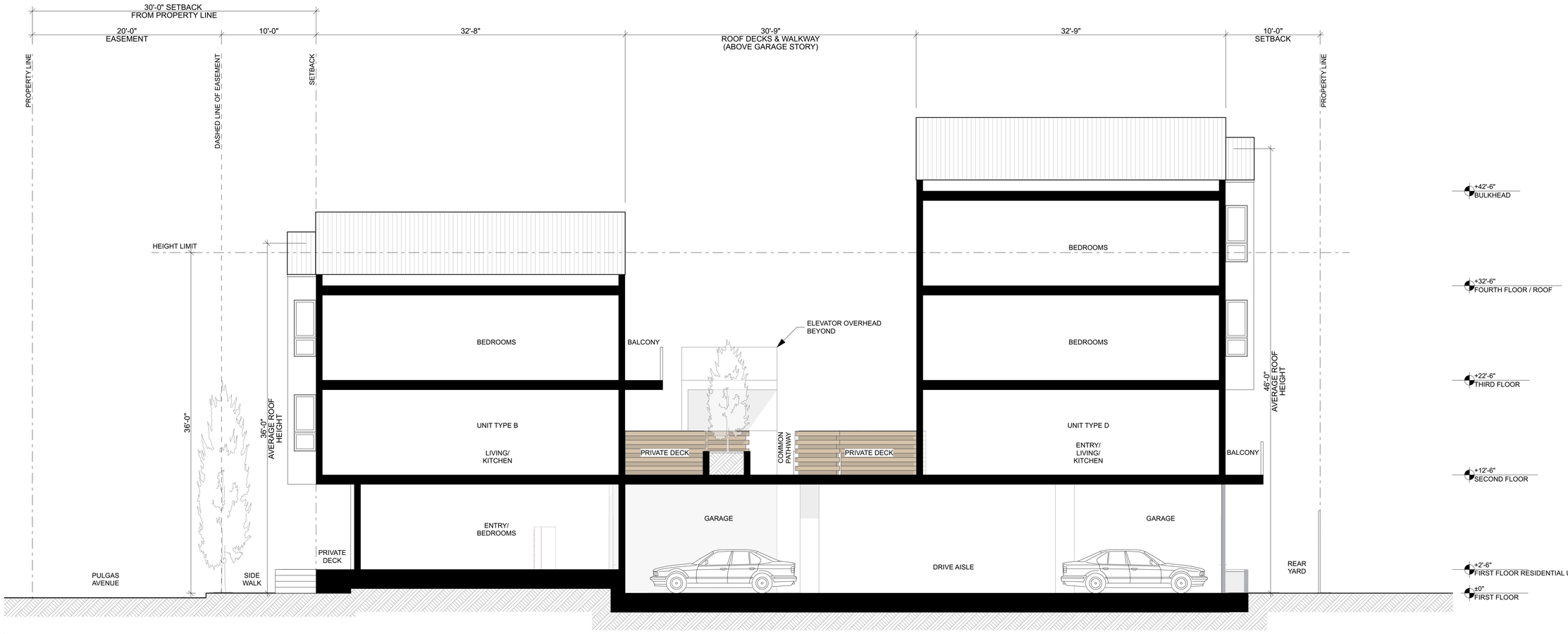
APN
063-492-280

SCALE
AS NOTED
DRAWN BY
TG / MP
CHECKED BY
RG / SK
PROJECT NO.
202309
DATE OF PUBLICATION
1/12/24

BUILDING SECTIONS

DRAWING NO. 38 OF 39

A5.01



SITE SECTION
SCALE: 3/16" = 1'-0"

0 4' 8' 12'

1

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1/12/24

BUILDING SECTION

DRAWING NO. 39 OF 39

A5.02

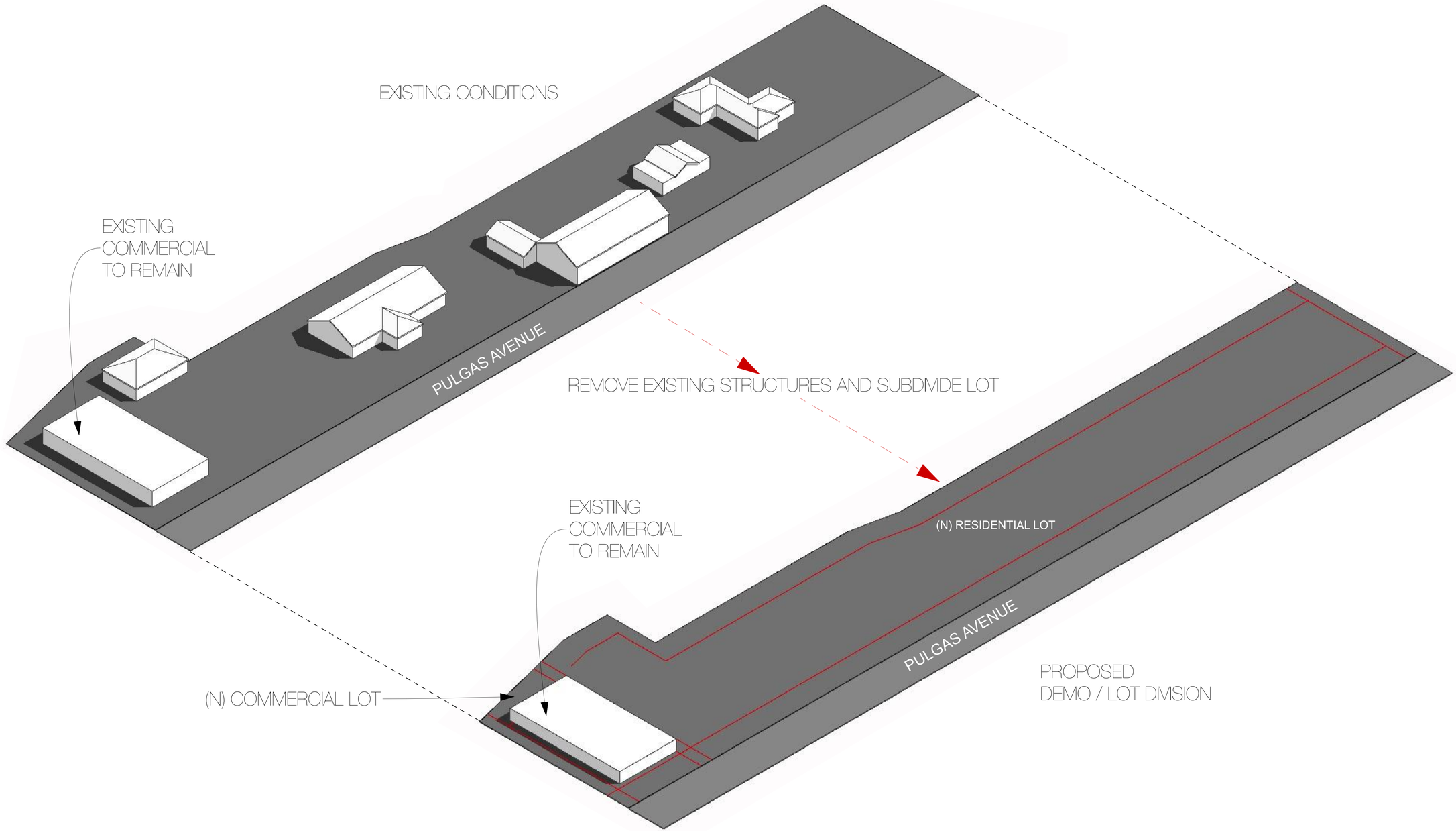
1933 PULGAS AVENUE

EAST PALO ALTO , CA
62 NEW RESIDENTIAL HOMES

CITY COUNCIL STUDY SESSION - JULY 16, 2024

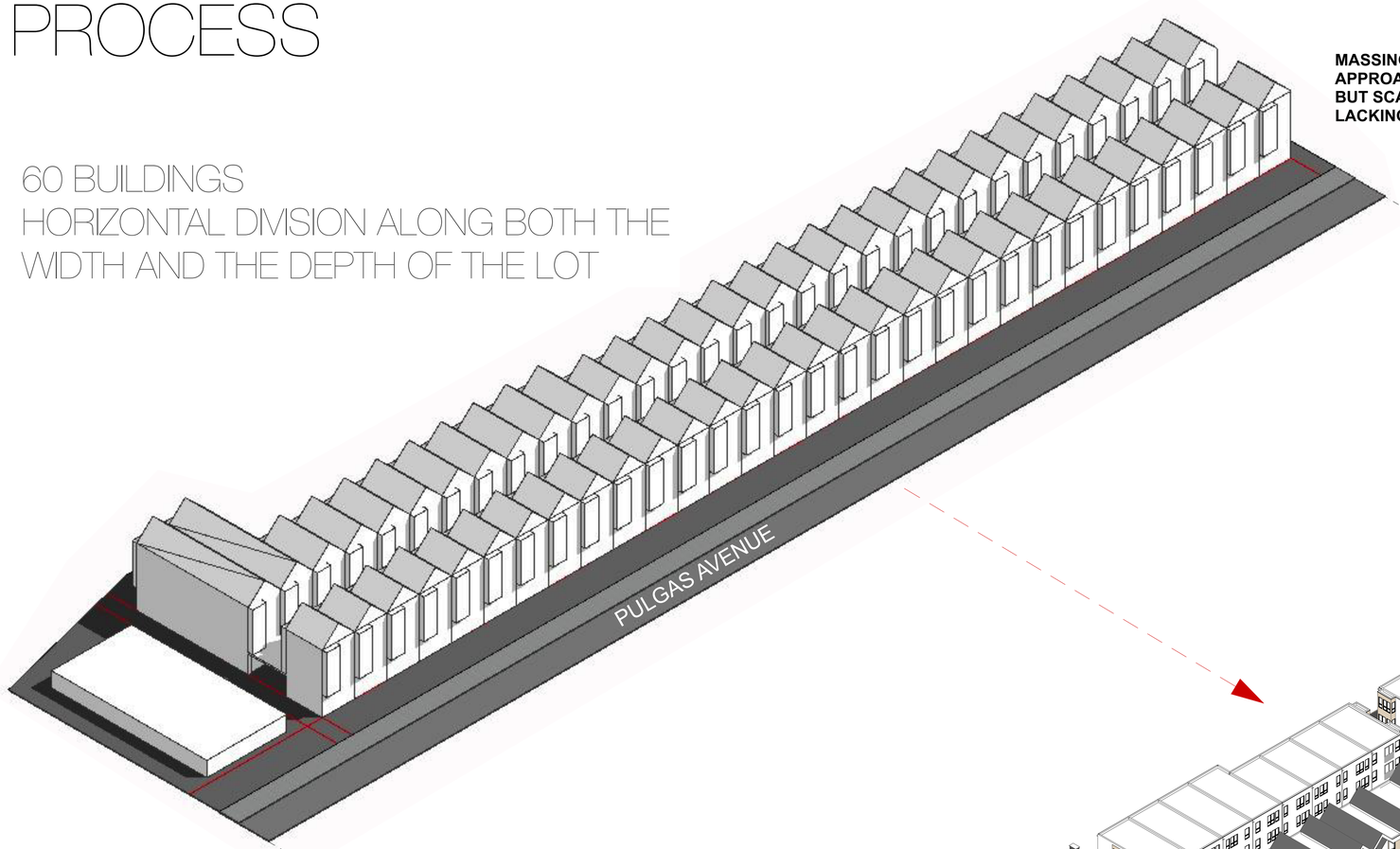
REGARDING THE PROPOSED REZONING
FROM R-MD MULTIPLE-FAMILY MEDIUM DENSITY RESIDENTIAL
SUBZONE 1 TO SUBZONE 2

PROCESS

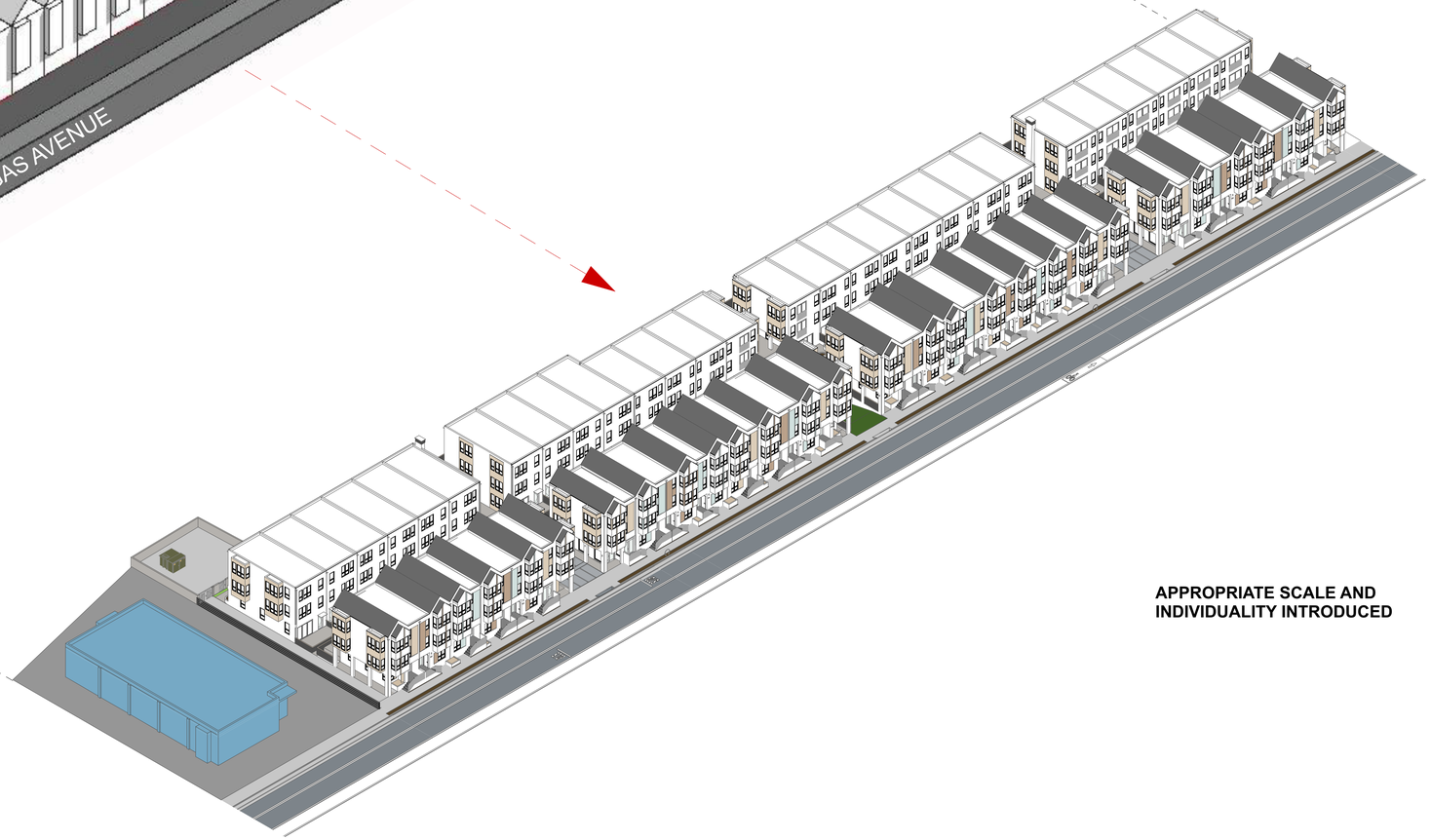

EXISTING CONDITIONS
EXISTING
COMMERCIAL
TO REMAIN
PULGAS AVENUE
REMOVE EXISTING STRUCTURES AND SUBDIVIDE LOT
EXISTING
COMMERCIAL
TO REMAIN
(N) RESIDENTIAL LOT
PULGAS AVENUE
(N) COMMERCIAL LOT
PROPOSED
DEMO / LOT DIVISION

PROCESS

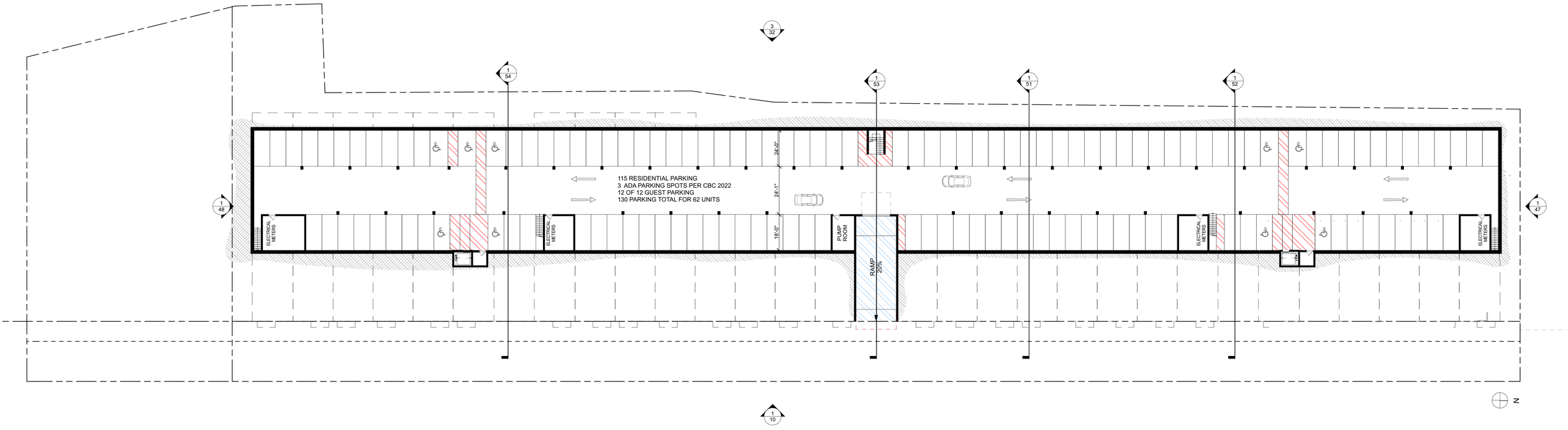
60 BUILDINGS
HORIZONTAL DIVISION ALONG BOTH THE WIDTH AND THE DEPTH OF THE LOT

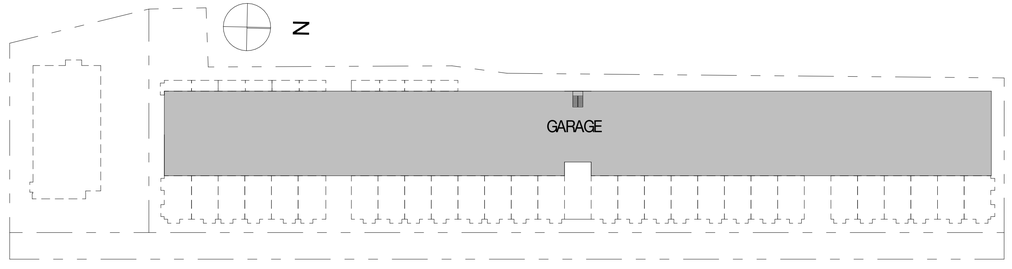


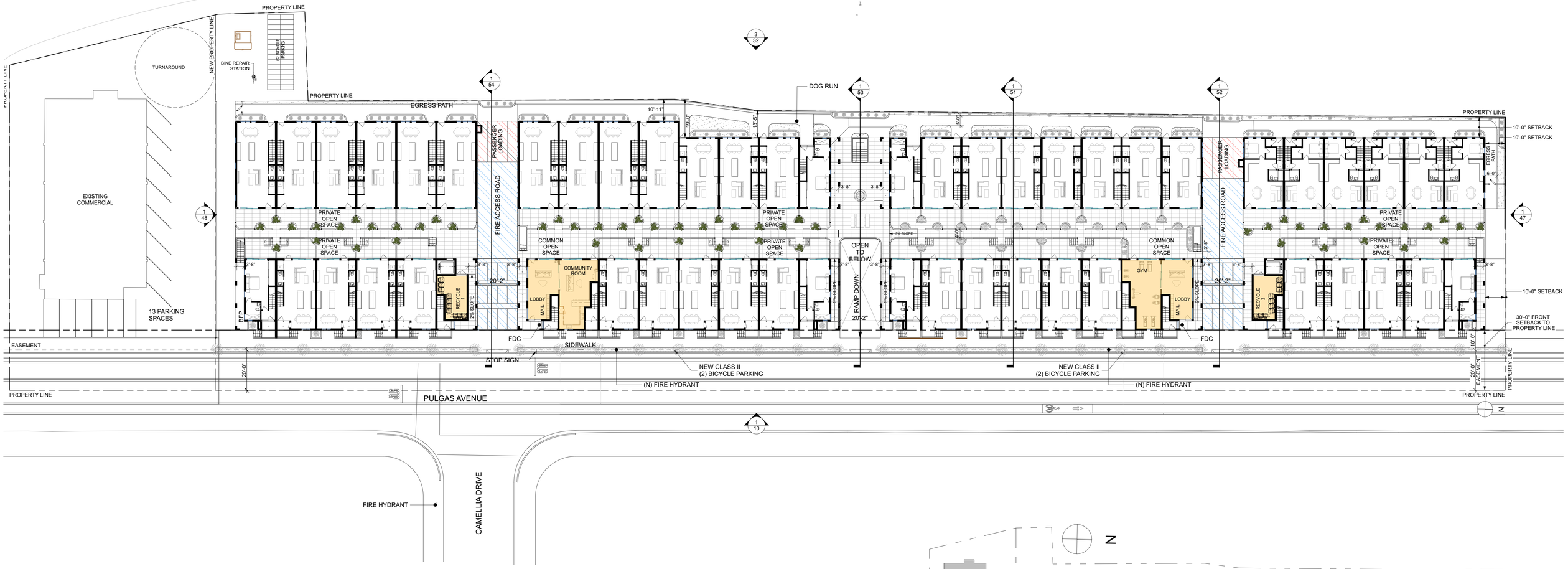
MASSING AND PROGRAM APPROACHING EQUILIBRIUM BUT SCALE AND DIVERSITY LACKING

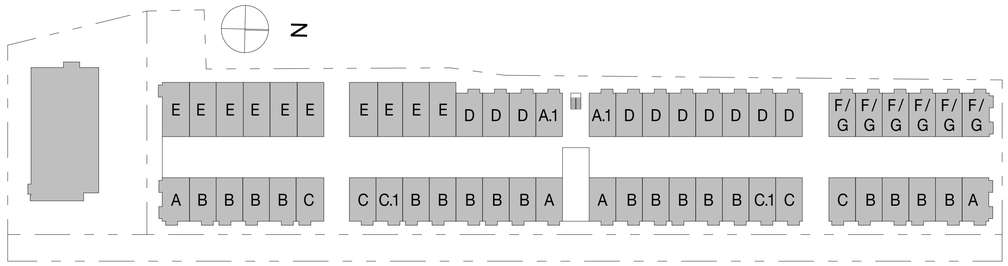


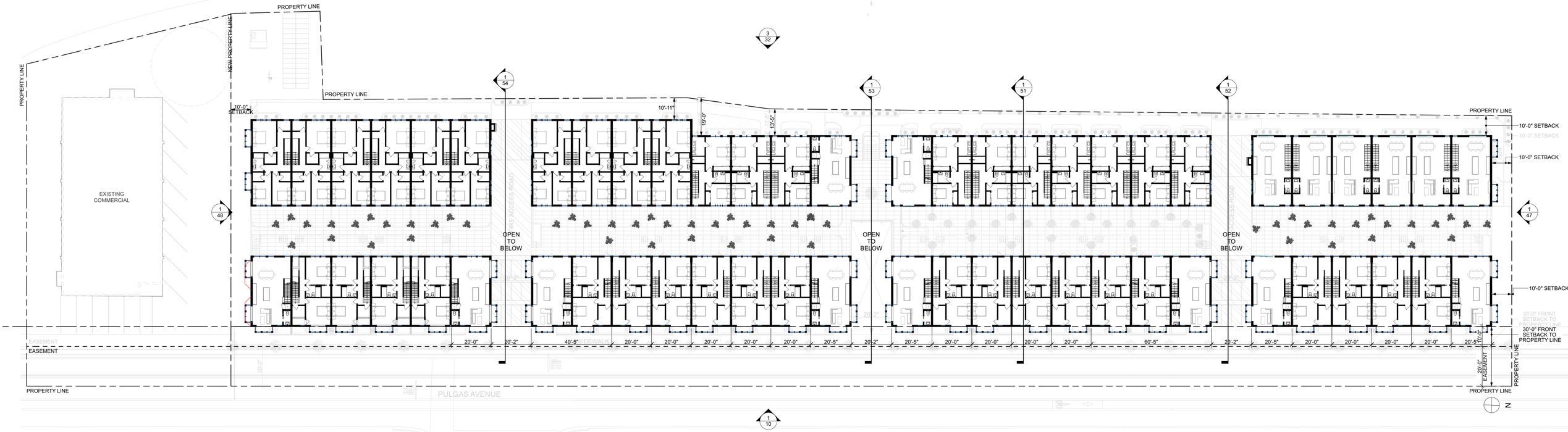
APPROPRIATE SCALE AND INDIVIDUALITY INTRODUCED

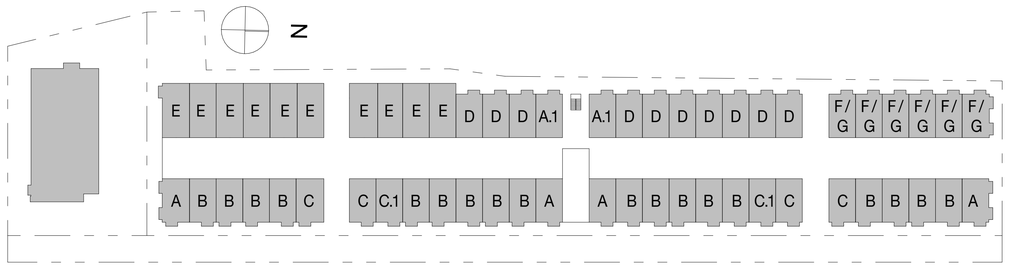

3
32
1
54
1
53
1
51
1
52
1
48
1
47
1
10
115 RESIDENTIAL PARKING
3 ADA PARKING SPOTS PER CBC 2022
12 OF 12 GUEST PARKING
130 PARKING TOTAL FOR 62 UNITS
24'-0"
24'-1"
18'-0"
ELECTRICAL METERS
ELECTRICAL METERS
PUMP ROOM
RAMP 20%
ELECTRICAL METERS
ELECTRICAL METERS
N

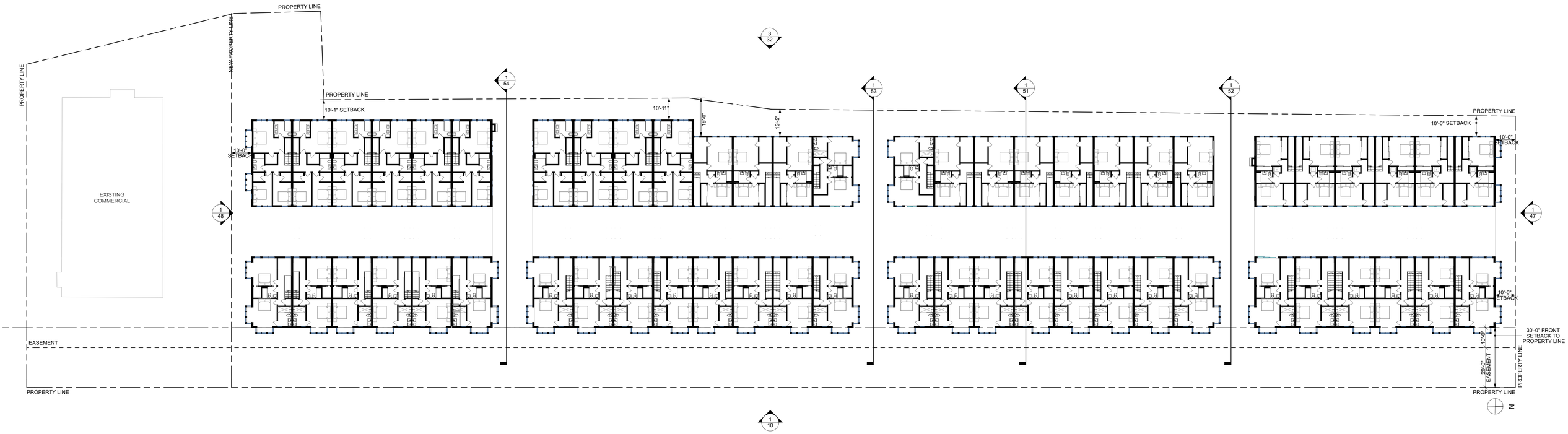

N
GARAGE

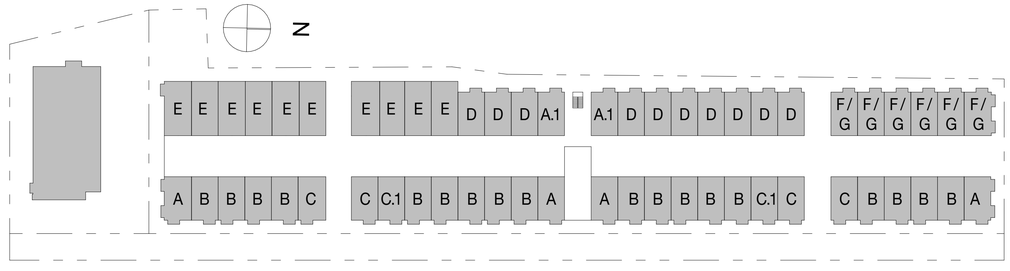

PROPERTY LINE
NEW PROPERTY LINE
TURNAROUND
BIKE REPAIR STATION
42 BICYCLE PARKING
EXISTING COMMERCIAL
13 PARKING SPACES
EASEMENT
PROPERTY LINE
EGRESS PATH
10'-11"
19'-6"
13'-5"
DOG RUN
PASSENGER LOADING
FIRE ACCESS ROAD
PRIVATE OPEN SPACE
COMMON OPEN SPACE
COMMUNITY ROOM
LOBBY
MAIL
GYM
OPEN TO BELOW
RAMP DOWN
5% SLOPE
2% SLOPE
RECYCLE
BFP
3'-8"
20'-2"
4'-0"
6'-0"
10'-0" SETBACK
30'-0" FRONT SETBACK TO PROPERTY LINE
10'-0" EASEMENT
20'-0"
FDC
SIDEWALK
STOP SIGN
NEW CLASS II (2) BICYCLE PARKING
(N) FIRE HYDRANT
PULGAS AVENUE
CAMELLIA DRIVE
FIRE HYDRANT
N
1/48
1/54
1/53
1/51
1/52
1/47
3/32
1/10

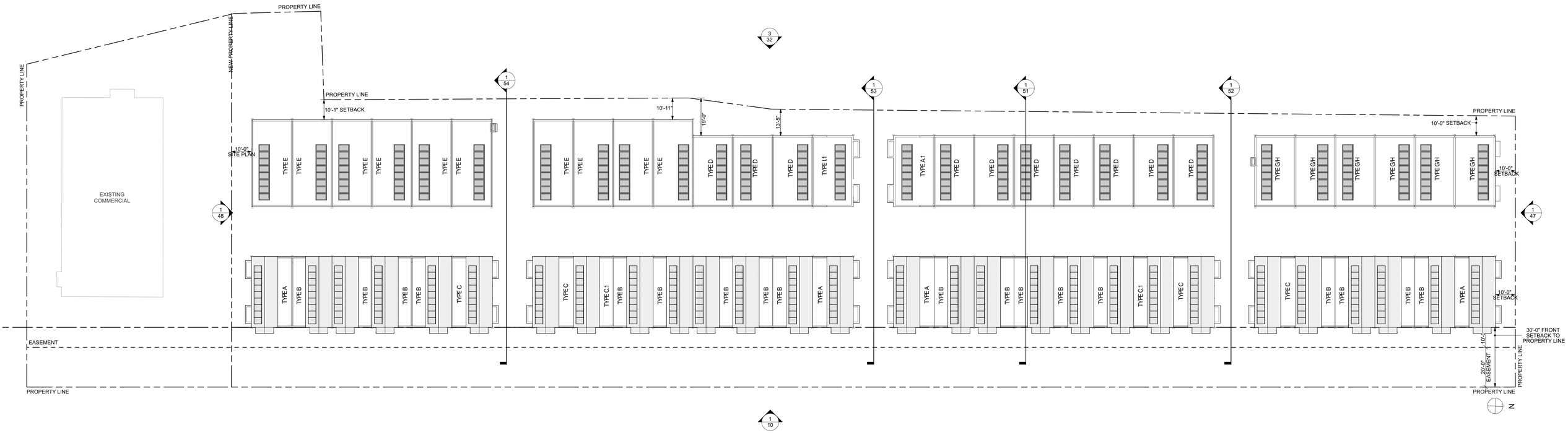

N
E E E E E E
E E E E D D D A.1
A.1 D D D D D D D
F/G F/G F/G F/G F/G F/G
A B B B B C
C C.1 B B B B B A
A B B B B B C.1 C
C B B B B A

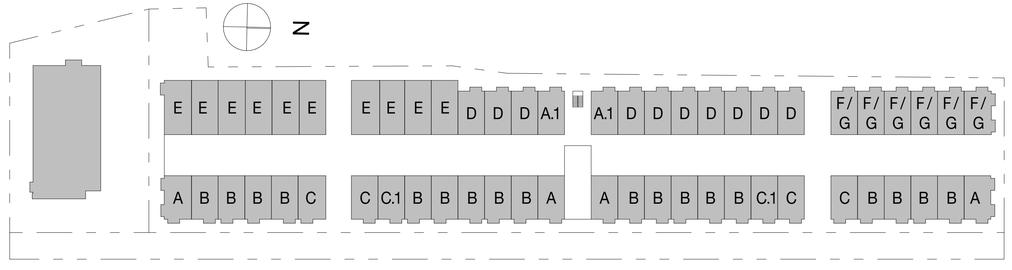

PROPERTY LINE
NEW PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
EXISTING COMMERCIAL
10'-0" SETBACK
10'-11"
18'-0"
13'-5"
OPEN TO BELOW
OPEN TO BELOW
OPEN TO BELOW
FIRE ACCESS ROAD
FIRE ACCESS ROAD
10'-0" SETBACK
10'-0" SETBACK
10'-0" SETBACK
10'-0" SETBACK
30'-0" FRONT SETBACK TO PROPERTY LINE
30'-0" FRONT SETBACK TO PROPERTY LINE
20'-0" EASEMENT
EASEMENT
EASEMENT
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PULGAS AVENUE
CAMELLIA DRIVE
20'-0" 20'-2" 40'-5" 20'-0" 20'-0" 20'-0" 20'-0" 20'-0" 20'-5" 20'-2" 20'-5" 20'-0" 20'-0" 20'-0" 20'-0" 60'-5" 20'-2" 20'-5" 20'-0" 20'-0" 20'-0" 20'-0" 20'-5"
N

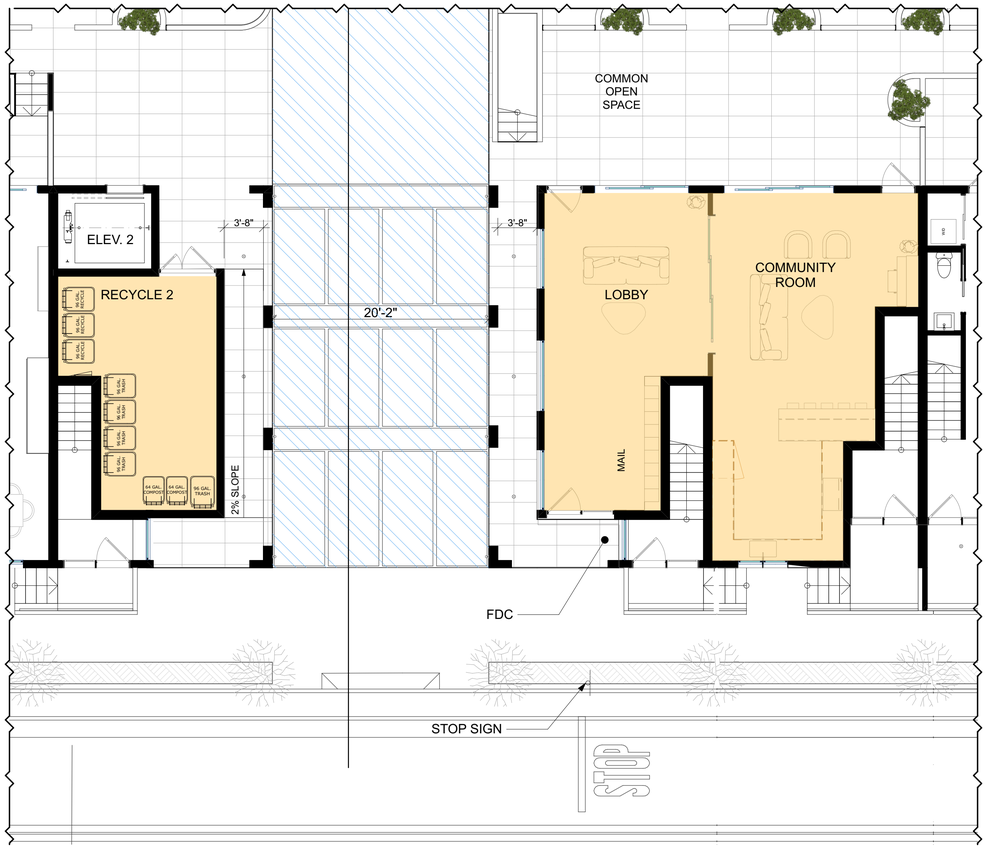

N
E E E E E E
E E E E D D D A.1
A.1 D D D D D D D
F/G F/G F/G F/G F/G F/G
A B B B B C
C C.1 B B B B B A
A B B B B B C.1 C
C B B B B A


PROPERTY LINE
NEW PROPERTY LINE
PROPERTY LINE
10'-1" SETBACK
10'-0" SETBACK
EXISTING COMMERCIAL
10'-11"
19'-0"
13'-5"
10'-0" SETBACK
10'-0" SETBACK
30'-0" FRONT SETBACK TO PROPERTY LINE
10'-0"
20'-0" EASEMENT
EASEMENT
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
N
3/32
1/54
1/53
1/51
1/52
1/48
1/47
1/10

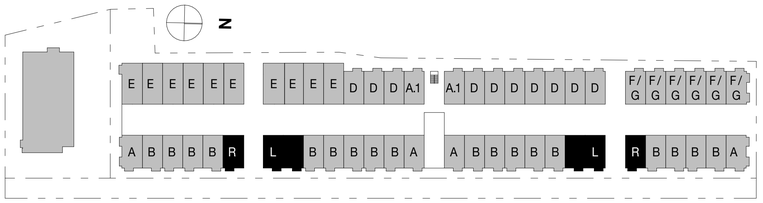

N
E E E E E E
E E E E D D D A.1
A.1 D D D D D D D
F/G F/G F/G F/G F/G F/G
A B B B B C
C C.1 B B B B B A
A B B B B B C.1 C
C B B B B A


PROPERTY LINE
NEW PROPERTY LINE
EXISTING COMMERCIAL
PROPERTY LINE
10'-1" SETBACK
10'-0" SITE PLAN
10'-11"
19'-0"
13'-5"
PROPERTY LINE
10'-0" SETBACK
10'-0" SETBACK
30'-0" FRONT SETBACK TO PROPERTY LINE
10'-0"
20'-0" EASEMENT
PROPERTY LINE
PROPERTY LINE
EASEMENT
PROPERTY LINE
TYPE E
TYPE D
TYPE I.1
TYPE A.1
TYPE G/H
TYPE A
TYPE B
TYPE C
TYPE C.1
3/32
1/54
1/53
1/51
1/52
1/48
1/47
1/10
N


N
E E E E E E
E E E E D D D A.1
A.1 D D D D D D D
F/G F/G F/G F/G F/G F/G
A B B B B C
C C.1 B B B B B A
A B B B B B C.1 C
C B B B B A


COMMON
OPEN
SPACE
ELEV. 2
3'-8"
RECYCLE 2
96 GAL. RECYCLE
96 GAL. RECYCLE
96 GAL. RECYCLE
96 GAL. TRASH
64 GAL. COMPOST
64 GAL. COMPOST
96 GAL. TRASH
20'-2"
2% SLOPE
3'-8"
LOBBY
COMMUNITY
ROOM
MAIL
FDC
STOP SIGN


COMMON
OPEN
SPACE
3'-8"
3'-8"
GYM
LOBBY
MAIL
2% SLOPE
20'-2"
3'-8"
ELEV. 2
3'-8"
RECYCLE 2
96 GAL. RECYCLE
96 GAL. RECYCLE
96 GAL. RECYCLE
96 GAL. TRASH
64 GAL. COMPOST
64 GAL. COMPOST
FDC


N
E E E E E E
E E E E
D D D A.1
A.1 D D D D D D D
F/G F/G F/G F/G F/G F/G
A B B B B R
L
B B B B B A
A B B B B B L
R B B B B A



PULGAS AVENUE



PULGAS AVENUE





PULGAS AVENUE

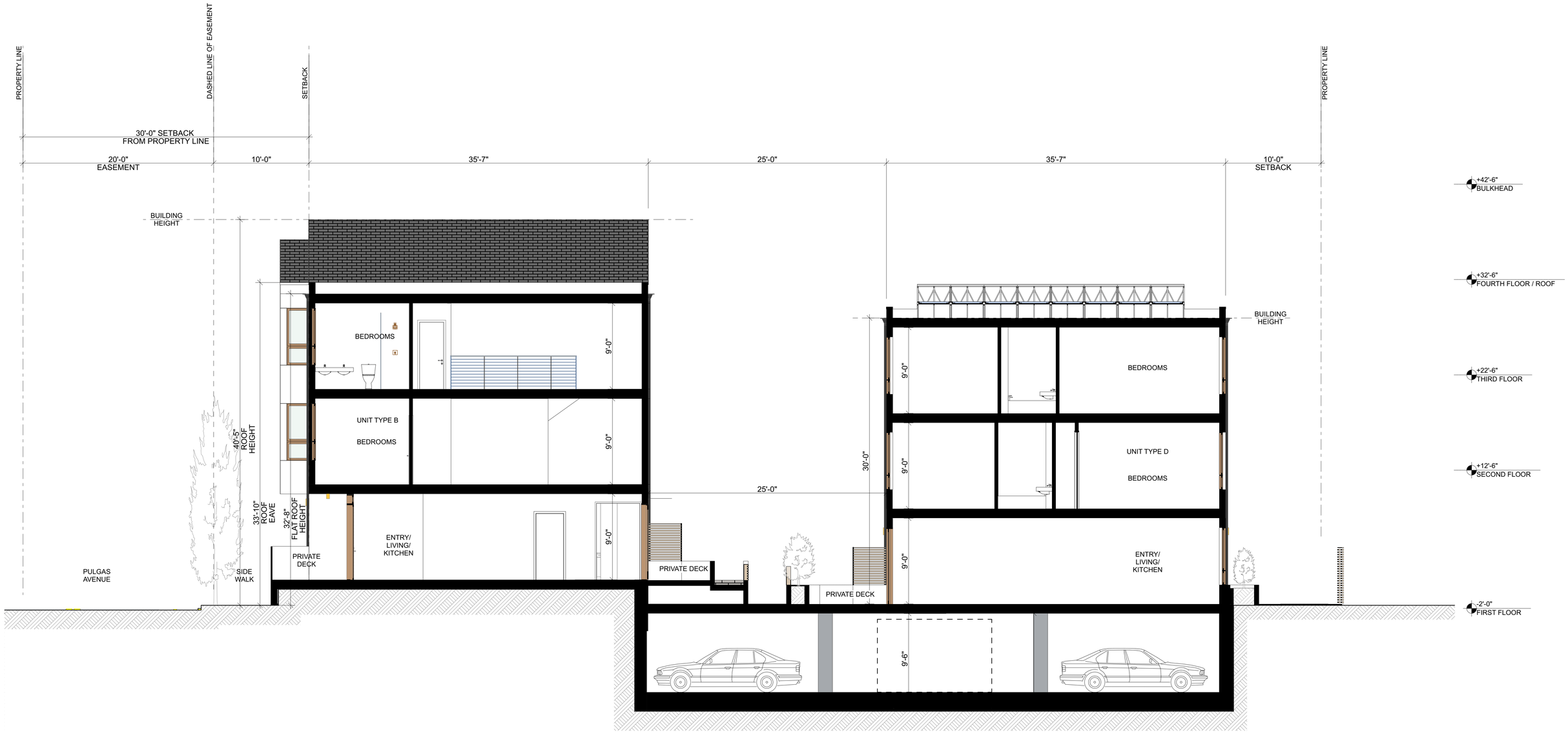




PULGAS AVENUE






PROPERTY LINE
DASHED LINE OF EASEMENT
SETBACK
PROPERTY LINE
30'-0" SETBACK
FROM PROPERTY LINE
20'-0"
EASEMENT
10'-0"
35'-7"
25'-0"
35'-7"
10'-0"
SETBACK
BUILDING
HEIGHT
BEDROOMS
9'-0"
UNIT TYPE B
BEDROOMS
9'-0"
40'-5"
ROOF
HEIGHT
33'-10"
ROOF
EAVE
32'-8"
FLAT ROOF
HEIGHT
PRIVATE
DECK
ENTRY/
LIVING/
KITCHEN
9'-0"
PULGAS
AVENUE
SIDE
WALK
PRIVATE DECK
25'-0"
30'-0"
PRIVATE DECK
BUILDING
HEIGHT
9'-0"
BEDROOMS
9'-0"
UNIT TYPE D
BEDROOMS
9'-0"
ENTRY/
LIVING/
KITCHEN
9'-6"
+42'-6"
BULKHEAD
+32'-6"
FOURTH FLOOR / ROOF
+22'-6"
THIRD FLOOR
+12'-6"
SECOND FLOOR
-2'-0"
FIRST FLOOR


30'-0" SETBACK
FROM PROPERTY LINE
20'-0"
EASEMENT
10'-0"
106'-2"
SETBACK
PROPERTY LINE
DASHED LINE OF EASEMENT
SETBACK
PROPERTY LINE
BUILDING
HEIGHT
40'-5"
ROOF
HEIGHT
BUILDING
HEIGHT
30'-0"
ROOF
HEIGHT
PULGAS
AVENUE
+42'-6"
BULKHEAD
+32'-6"
FOURTH FLOOR / ROOF
+22'-6"
THIRD FLOOR
+12'-6"
SECOND FLOOR
-2'-0"
FIRST FLOOR


+42'-6"
BULKHEAD
+32'-6"
FOURTH FLOOR / ROOF
+22'-6"
THIRD FLOOR
+12'-6"
SECOND FLOOR
-2'-0"
FIRST FLOOR
8'-2"
8'-2"





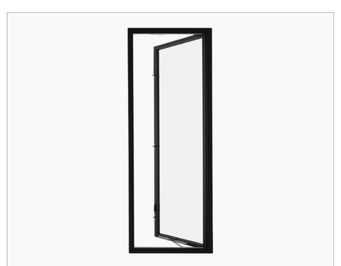
THERMALLY MODIFIED WOOD



WHITE ECO STUCCO



CHARCOAL ECO STUCCO



ALUMINUM-CLAD
WINDOWS



BITUMINOUS ROOFING SHINGLES
COOL ROOF GRAY



GALVANIZED STEEL GUARDRAIL
PRIMED AND PAINTED WHITE

POLICY AND ACTION 9.2

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Marie McKenzie, Assistant to the City Manager

SUBJECT: City Banner Policy and Program

Recommendation

Adopt a resolution approving establishment of a Banner Policy and Program Guidelines as outlined in this report.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Health & Public Safety

Background

Banners are an effective means of communication, providing an opportunity for the City to promote locations, events, initiatives, and community messages. Other entities such as community organizations, governmental agencies, and private individuals and corporations may also desire to use City-controlled sites for such promotions. Pursuant to Section 18.32.070.B of the East Palo Alto Municipal Codes, all signs on public property are prohibited except if placed there by the public property owner. The City currently does not have a policy for placement of signs or banners on city-owned property, including utility poles. The purpose of this staff report is to present recommendations for the establishment of a Banner Policy and Program within the city.

Signage and banners are governed by the City of East Palo Alto Municipal Code Chapter 18.32; however, Section 18.32.070.B. only allows signs on public property placed there by the public agency who owns or controls the property. Specifically, it prohibits:

"Any sign, whether temporary or permanent placed upon any public property or within any public right-of-way, or upon or attached to any structure, pole, post, tree, shrub, wire, or other object located within any public right-of-way, except when placed by the public agency owning or in control of the property."

Entities like San Mateo Community College District and have approached the City for permission to post signs on City controlled property, but the City has not established a Program or Policy governing the placement of banners or other promotional items on City owned/controlled sites by external parties.

The proposed Program and Policy would establish guidelines on how the City would partner with external parties, including those entities noted above, to display banners and other signage on public property. The Program and Policy will not provide a general forum for use by non-governmental parties alone. Rather, all banners or signage displayed pursuant to the proposed Program and Policy must either be from a governmental agency that represents East Palo Alto residents or reflect a city-sponsored activity of a non-governmental entity. All proposed banners or signage displayed must have financial support to proceed. This Policy and Program governs how the City will process applications for the display of banners or signage when acting as a market participant in partnership with external parties to display messages of mutual interest and agreement.

This report outlines a proposed program structure, guidelines, and policy considerations for the City Council's review and approval.

Analysis

The purpose of the proposed Banner Policy and Program is to establish specific guidelines for non-City entities to place banners and other promotional materials on City controlled sites. Such sites include City streetlight poles and in the public right of way of specific streets like University Avenue, Bay Road, Donohoe and East Bayshore.

Banners can serve as an important tool for civic engagement and community promotion. They can be strategically placed in high-traffic areas to effectively communicate messages to residents and visitors. Currently, there is no formalized Banner Policy and Program within the city, resulting in ad-hoc banner placements that lack consistency and oversight. Establishing a formal policy and program will ensure that banner displays align with the City's objectives, maintain aesthetic standards, and adhere to regulatory requirements.

Proposed Program Structure: The proposed Banner Program will be administered by the City's Public Works Department. The program will include the following key components:

Eligibility: The proposed policy restricts eligibility for posting banners or signs on City-controlled property to governmental entities serving East Palo Alto – United States government, California government, San Mateo County government, public school districts and their charter schools, and special districts including but limited to Menlo Park Fire Protection District, East Palo Alto Sanitary District, and West Bay Sanitary District, i.e., agencies with a sphere of influence that includes East Palo Alto – as well as non-governmental entities who are promoting activities sponsored by or done in collaboration with the City.

1. **Application Process:** The governmental agencies and City sponsored non-profit organizations seeking to display banners will be required to apply to the Public Works Department. The application will include details such as the purpose of the banner, proposed location, design specifications, and duration of display.

2. **Approval Process:** The Public Works Department will review each application to ensure compliance with program guidelines and municipal regulations. Applications that meet the criteria will be approved, and applicants will be notified accordingly.

3. **Banner Installation and Maintenance:** Upon approval, banners will be installed by the Public Works Department, or a 3rd party banner installer contracted by the city in designated locations. The Public Works Department would also be responsible for regular inspection and maintenance of banners to ensure their integrity and safety.

Duration of Display: Banners will be permitted for display for a specified duration, typically aligned with the duration of the event or initiative being promoted. Extensions may be granted upon request, subject to approval by the Public Works Department provided there is not another approved application for the same space, which would affect a duration extension.

Policy Considerations: In developing the Banner Policy and Program, several policy considerations may be taken into account:

1. **Demonstration of Partnership Interest:** Each banner application must demonstrate that the application will advance a City interest to ensure that the partnership criteria is met, including increasing community awareness of public resources and activities.

2. **Aesthetic Standards:** Banners must meet aesthetic standards to ensure consistency and visual appeal. Design specifications, including size, color, and typography, will be provided to applicants for reference.

3. **Safety Regulations:** Banners must comply with safety regulations to minimize risks to public safety. Requirements such as wind load calculations and installation methods will be outlined in the program guidelines.

4. **Cost Recovery:** Fees should be imposed to cover the costs associated with banner administration, installation, and maintenance. Special fee structures will be established to ensure cost recovery while remaining reasonably accessible to community members.

If approved, the Public Works Department will proceed with the implementation of the Banner Policy and Program. This will include the development of formal approved program guidelines, application forms(s), and outreach efforts to inform the community and community partners about the new program.

Fiscal Impact

There is no fiscal impact associated with this item. The costs associated with the application, items like the encroachment permit, and installation, are the responsibility of the applicant. This includes the permit, banners and pole attachments. Staff may need additional training to install banners. Any costs for additional training requirements will be added to the Maintenance Division budget proposal for Mid-Year.

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 CA.

Environmental

The project is deemed exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15061(b)(3) because it can be seen that with certainty that there is no possibility that the proposed Banner Policy and Program may have a significant adverse effect on the environment in that it establishes a process for the evaluation of the placement of signs and banners on publicly owned properties. Further, signs would typically deemed exempt pursuant to Section 15301(c) of the CEQA Guidelines if the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use. Signs subject to this program would typically be minor additions to existing structures with negligible or no expansion of use.

Levine Act 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. Resolution
2. Proposed Banner Policy and Program Guidelines

RESOLUTION NO. XX– 2024

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

ADOPTION OF RESOLUTION FOR STREET BANNER PROGRAM AND POLICY OUTLINING THE REQUIREMENTS FOR EXTERNAL PARTIES TO USE CITY LIGHT POLES.

WHEREAS, the City of East Palo Alto ("City") recognizes that banners can effectuate an important public purpose: effectively communicating with the public and promoting City-related events, initiatives, and community messages of interest to East Palo Alto residents and visitors. Banners can be strategically placed in high-traffic areas to effectively communicate messages to residents and visitors; and

WHEREAS, City banners can also provide notice to residents and visitors of East Palo Alto about City sponsored, City-funded, City-wide special events and to promote amenities and services relating to recreational, cultural, educational, entertainment, recognition or social services throughout the City; and

WHEREAS, the City wishes to establish a program to effectuate this purpose on City-owned property with clear guidelines and policies to serve the foregoing public purpose; and

WHEREAS, accordingly, applications for the placement of banners placed on City-controlled property pursuant to the proposed banner policy and program should be limited to governmental entities serving East Palo Alto – United States government, California government, San Mateo County government, public school districts and their charter schools, and special districts including but limited to Menlo Park Fire Protection District, East Palo Alto Sanitary District, and West Bay Sanitary District, i.e., agencies with a sphere of influence that includes East Palo Alto – as well as non-governmental entities who are promoting activities sponsored by or done in collaboration with the City.

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. Approves the Banner Policy Guidelines, attached hereto as Exhibit A; and

3. Finds that the proposed action is not a "project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378(b)(2), in that it is government administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 16th day of July 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

East Palo Alto Banner Program Guidelines

Terms/Definitions

“Applicant” means an individual or party that has submitted a permit application under the Banner Program.

“Banner(s)” means pole banners that hang on a streetlight pole and/or a long strip of material hanging in the air across an intersection displaying a message for a specific allotted time period, made per the city specifications of this policy.

“Intersection” means a location where two or more roads meet.

“Installer” means a licensed contractor who meets the City’s insurance requirements and possesses a valid and current City of East Palo Alto Business Tax Certificate (unless exempt).

“Organization” means a City approved or City sponsored non-profit organization

“Permittee” means an individual or organization with an approved permit to display a banner or banners on city streetlight poles or intersections.

“Public Works Department” means a City of East Palo Alto Department responsible for approving Banner applications.

“Public Right of Way” means the area along, over and upon road within the City of East Palo Alto.

“Streetlight Pole” means City identified/numbered and owned vertical streetlight poles in the public right of way.

East Palo Alto Banner Program and Policies

The purpose of the Banner Program and Policy is to establish a program, guidelines and regulations for the placement of banners by governmental agencies, the City of East Palo Alto and city sponsored non-profit organizations on specific City streetlight poles and intersections. Banners can serve as an important tool for civic engagement and community promotion. They can be strategically placed in high-traffic areas to effectively communicate messages to residents and visitors. Establishing a formal program and policy will ensure banner displays align with the city's objectives, maintain aesthetic standards, and adhere to regulatory requirements.

Proposed Program Structure: The proposed Banner Program will be administered by the City's Public Works Department. The program includes the following key components:

1. **Eligibility:** The proposed policy restricts eligibility for posting banners or signs on City controlled property to governmental entities who represent East Palo Alto residents – United States government, California government, San Mateo County government, public school districts and their charter schools, and special districts including but limited to Menlo Park Fire Protection District, East Palo Alto Sanitary District, and West Bay Sanitary District , i.e., agencies with a sphere of influence that includes East Palo Alto – as well as non-government entities who are promoting activities sponsored by or done in collaboration with governmental agencies.

2. **Application Process:** The governmental agencies and City sponsored non-profit organizations seeking to display banners will be required to submit an application to the Public Works Department, in a form approved by the Public Works Department, including such details as the purpose of the banner, proposed location, design specifications, and duration of display.

3. **Approval Process:** The Public Works Department will review each application to ensure completeness and compliance with program guidelines and municipal regulations. Applications that meet the criteria will be approved, and applicants will be notified accordingly.

4. **Banner Installation and Maintenance:** Upon approval, the Public Works Department may install or cause to be installed the banner in designated locations. The Public Works Department will be responsible for regular inspection(s) and the maintenance of the banners to ensure their integrity and safety.

5. **Duration of Display:** Banners will be permitted for display for a specified duration, typically aligned with the duration of the event or initiative being promoted. Extensions may be granted upon request, subject to the approval of the Public Works Department.

Cost Recovery: applicants may be charged fees to cover the reasonable costs incurred for installation, maintenance, removal, and general administration of this Policy.

Banner Application and Encroachment Permit Process

Applicant must complete and submit a Banner application form that includes the following information:

1. The name of the individual, party or organization requesting a permit ("Applicant"), and the mailing address, email address and telephone number of the person authorized to act on behalf of Applicant.
2. Name of the authorized and licensed Installer who will perform the installation and removal of the banners.
3. Verification of the Applicant's and Installer's insurance coverage requirements
4. A proposed schedule for the installation and removal of the Banners based on the guidelines provided in the application.
5. The number of Banners, Streetlight Poles, and map of pole locations requested.
6. Camera-ready artwork of the proposed Banner design with colors and dimensions adhering to the design requirements herein.
7. Signature of the person authorized to submit the application on behalf of Applicant.

    A. Banner applications must be submitted to the Public Works Department at least 60 days before the desired date of installation. In addition to a completed application, the Applicant must submit a map identifying the Streetlight Poles on which the Applicant proposes the installation of the Banners, as well as the application fee.

    B. Applications will be reviewed, and either approved and permit process initiated, or denied within 30 days of receipt by the city, unless the application is incomplete.

    C. Permit fees are due prior to issuance of the encroachment permit.

    D. City sponsored Banners have precedence over non-City organization Banners for the use of streetlight poles.

    E. Organizations desiring to place banners on streetlight poles must submit a Banner application to be considered for an encroachment permit.

    F. Banners may not be installed without an encroachment permit. The number and location of banners are subject to space availability and are at the discretion of the PW Director.

G. Banner applications will be denied or permits revoked when the proposed or final Banner design and/or specifications do not conform to these Guidelines.

H. City sponsored Banners have precedence over non-City organization Banners for the use of streetlight poles.

Liability and Insurance Requirements

1. Banners are the property and responsibility of the Permittee. The Permittee is also responsible for all costs associated with creating and displaying the Banners, and securing all necessary approvals related to the banners.

2. All Encroachment Permits have indemnification language which requires Permittee and Installer to defend and indemnify the City for all liability that may result from the installation and removal of the Banners. Permittee is ultimately responsible for all costs to repair damage to the City's Streetlights, Streetlight Poles, or other City property caused by the Banners or the installation or removal of the Banners.

Design Requirements

1. All banners shall comply with the following requirements:
2. Banners shall be two-sided with information contained on both sides.
3. If the Banner includes corporate sponsorship logo(s), the logo(s) shall occupy no more than 15 percent of the overall size of the Banner. Sponsor logos or company names shall be restricted to the bottom 15 percent of the proposed Banner.
4. Banner content, text font size and style should be sufficient for maximum multimodal transportation visibility.
5. Banners should be readable from both sides.
6. Banners shall be limited in size to 30 inches wide by 72 inches tall.
7. Banners shall be made from industrial grade matte finish vinyl, marine acrylic canvas or other durable cloth, nylon, or substance of similar affect. Fabric must be durable, fade and weather resistant, repel water, be impervious to rotting, guaranteed non shrink, allow printing with no bleeding.
8. Banners shall include one-inch reinforced loop on the top and bottom borders of the Banner for slide-mounting onto horizontal bracket poles (pole pockets).
9. Banners shall include:

   A. Grommets on the top and bottom corners of the pole side of the banners.

B. A reinforced hem to include at least two fabric layers along all sides and around the grommets at both corners.

C. Banners shall be zip-tied to the horizontal bracket poles to ensure safety.

Time Limits

1. The maximum time limit for banners on streetlight poles will be based upon availability, and the purpose and promotional focus of the Banners. Banners with a general promotional message or placemaking Banners designating a geographic area of the city will not have specific time limits but will be subject to periodic review following their installation.
2. Banners that promote date-specific activities shall be limited to thirty (30) days. The Banners shall be installed not more than twenty-five (25) days prior to the event and shall be removed within five (5) days after the last day of the event.
3. Notwithstanding these standard time limits, the PW Director may authorize an extended time limit, considering specified reasons. Conversely, the PW Director may reduce the time limit in consideration of specified factors, including the physical condition of the Banners.
4. Any permit issued in accordance with these guidelines is subject to revocation at any time by the PW Director. The City retains the right to remove Banners and change or eliminate the location of an installed Banner. Any Banner removed by the City, under specified circumstances, will be stored for a period of no more than thirty (30) days for the Permittee to retrieve. If the Permittee does not retrieve their Banners within 30 days of receiving notice of removal, the Banners will be deemed abandoned and will be discarded. It is the applicant's responsibility to maintain contact accurate and updated contact information for all notices concerning their application.

Hardware Requirements

Standard Banner hardware has been installed on numerous streetlight poles in the City. Applicants proposing to install Banners on streetlight poles that do not have Banner hardware may propose to install hardware at Permittee's cost. The hardware must be installed at the height specified by the City to match the height of existing Banners on other Streetlight Poles. The City will retain ownership of all Banner hardware once installed. Hardware specifications will be provided by the City prior to the permit approval and installation of the hardware, if necessary.

Installation and Removal Requirements

1. All Permittees shall contract with the City or a qualified and licensed Installer (e.g. a private sign or banner company) to install the Banners and any required hardware, to perform any necessary maintenance while the Banners are installed, and to remove the Banners when required under the permit.

2. Permittees are responsible for payment to Installers. Installers must hold a City of East Palo Alto Business Tax Certificate (unless exempt), and procure and maintain insurance coverage as specified in the encroachment permit.

3. Banners shall be inspected frequently by the Permittee for any damage or tears to the Banner, associated hardware, or the approved pole. If any damage or tears exist, the Banner shall be removed immediately by the Permittee at no cost to the City.

4. Installation time schedules and guidelines will be provided to the Applicant in the application. Permittee and Installer must adhere to the installation time schedules and guidelines provided.

Maintenance Requirements

1. The Permittee is responsible for maintaining its Banners in good condition.

2. Permittees will be solely responsible, through their preferred Installer, for maintaining, cleaning, replacing or removing the Banners upon the City's written request. If the Permittee does not address the issue as specified in the written request, the City may remove the banners, and the Permittee shall pay any costs incurred by the City, based on actual staff time and cost to perform the removal.

Amendments to Guidelines

The City Manager, in consultation with the Public Works Director, shall have the authority to update these Guidelines, from time to time, to effectuate the purpose of this City of East Palo Alto's Banner Program and Policy.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: July 16, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Approval of Ballot Argument Language for the Citizen Initiative

Recommendation

By motion, approve the ballot argument language as drafted by the ad hoc committee (Councilmembers Ruben Abrica and Carlos Romero), make any amendments thereto, and authorize staff or the ad hoc committee members to take all necessary steps to file the ballot argument with the County Elections Office.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development
Priority: Promote Health & Public Safety

Background

At the July 2 City Council meeting, the Council adopted a resolution calling for the consolidation of the measure with the General Municipal Election scheduled for November 5, 2024, for the purpose of submitting a measure to the voters. Additionally, the Council determined the City's interest in ballot arguments, including determining certain details concerning such arguments, such as how and when they will be finalized and approved.

As part of this process, the Council decided to authorize up to two Councilmembers to prepare a draft of the ballot argument and to have a combination of Councilmembers and other eligible voters sign it. Councilmembers Ruben Abrica and Carlos Romero were selected to draft the language for the ballot argument.

Ballot Argument:

As noted in an earlier staff report, state elections law allows the City Council to determine its interest in authoring an argument regarding the measure for printing in the sample ballot. Arguments must be accompanied by the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. (A Declaration of Author(s) form is available from the City Clerk's office.)

Councilmembers Ruben Abrica and Carlos Romero met and finalized a draft ballot argument (Attachment 1), which is limited to 300 words and includes no more than five signers, which is included in the agenda packet for the Council's review and consideration. Staff recommends that the Council approve this argument and authorize the City Clerk or the ad hoc committee members to take all necessary steps to file the ballot argument with the County Elections Office, by motion.

Analysis

The approval of the ballot argument is a critical step in ensuring that the measure is clearly and effectively presented to the voters. The argument will provide voters with a concise explanation of the measure and its implications.

Once the Council approves the ad hoc committee's ballot argument, the City Clerk or ad hoc committees are to take steps, as noted in the County's webpage for filing the ballot argument (Instructions for Filing Arguments and Rebuttals | San Mateo County Assessor-County Clerk-Recorder & Elections - ACRE (smcacre.gov)).

Fiscal Impact

The fiscal impact of the upcoming general election in November 2024 for the City of East Palo Alto is projected to vary based on the specifics of the ballot. For the election of East Palo Alto Councilmembers alone, the estimated cost ranges from $52,000 to $62,400, translating to a cost per registered voter between $4.32 and $5.18. If one ballot measure (five pages in Sample Ballot & Official Voter Information. Pamphlet, or SBVIP) is included, the total cost is estimated to increase by approximately $10,000 to between $61,000 and $73,200, with a cost per registered voter ranging from $5.08 to $6.10.

It is important to note that election costs are difficult to estimate precisely due to the variability in costs and the number of registered voters from one election to another. These estimates also depend on the number of jurisdictions participating in the election. A high and low range of estimates is provided for convenience, and the estimate for the candidate statement will be available by mid-June. Nevertheless, the FY 2024-25 Adopted Budget includes $125,000 for the November 2024 election.

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.

Attachments

1. Ballot Argument Draft

Argument in Favor of Measure__
(City of East Palo Alto: Business License Tax Measure)

Vote YES on Measure__. East Palo Alto median asking rents have increased 29% over the last two years, creating a severe housing affordability crisis that has caused displacement, homelessness, gentrification and increased evictions.

Measure__ is an existing tax on rental revenue for residential landlords, most of whom live outside of the City. It yields about $1,450,000 annually to fund programs protecting residents from displacement or homelessness, such as temporary tenant rental assistance, as well as affordable homeownership, and affordable housing preservation.

Measure__ will assure these funds go to the housing programs that 70% of East Palo Altan's voted for in November, 2022 when we approved Measure L. The City must allocate this revenue to housing programs.

Measure__ requires the City Council to annually review expenditures and seek public input on how to use the funding.

Measure__ was placed on the ballot unanimously by the City Council after a community signature gathering campaign collected 2,060 signatures.

Measure__ is supported by every member of the Rent Stabilization Board, by housing and tenant advocates, and by faith-based and legal services groups.

Measure__ is NOT a new tax. It merely dedicates its revenue to much needed housing programs as promised in the 2022 successful Measure L campaign.

Measure __ is not a property tax on homeowners or on tenants.

Measure__ prohibits landlords from passing the tax on to tenants, who have shouldered the burden of rent increases.

Measure__ continues to include exemptions that make this tax on landlords fair:

- Landlords who demonstrate financial hardship
- Apartments rented to people with federal rental assistance vouchers
- Rooms rented in single-family homes
- New rental construction for the first three years (to encourage housing development)
- Accessory Dwelling Units (ADUs)

Vote YES for Measure__. Help EPA prevent displacement and homelessness, and assist families in need of stable and affordable housing.