EAST PALO ALTO CITY COUNCIL
REGULAR SESSION AGENDA

Tuesday, May 7, 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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Webinar ID: 813 3549 3212

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1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF THE AGENDA

3. APPROVAL OF CONSENT CALENDAR

3.1 Cinco de Mayo Proclamation

Recommendation:

Present the proclamation.

3.2 Jewish Heritage Month Proclamation

Recommendation:

Present the proclamation.

3.3 Provider Appreciation Day Proclamation

Recommendation:

Present the proclamation.

3.4 National Youth Service Award Recipients Proclamation

Recommendation:

Present the proclamation.

3.5 Minutes of the April 16, 2024 Meeting

Recommendation: Adopt the minutes of the April 16, 2024 Meeting.

3.6 New Contract with a BMR Administrator

Recommendation: Adopt a resolution authorizing the City Manager to award to, negotiate and execute a three-year contract with the joint partnership of East Palo Alto Community Alliance and Neighborhood Development Organizations (EPACANDO) and HousingINC, in a form approved by the City Attorney, in an amount not to exceed $313,636 to administer the City's Below Market Rate (BMR) Program.

3.7 FY 2023-24 Third Quarter Treasury Report

Recommendation: Accept and file the Treasury Report for the third quarter ended March 31, 2024.

3.8 Acceptance of $100,000 Equity Innovation Fund Award

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to accept a $100,000 grant from the Equity Innovation Fund, and negotiate and execute a funding agreement with the County of San Mateo (County) and any related entities, for housing preservation-related work;
2. Appropriating a total of $100,000 from the Local Grant Fund where the reimbursement for the grant will be accounted; and
3. Finding that the project 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.

3.9 Third Amendment to Principal Agreement Between City of East Palo Alto and Grassroots Ecology

Recommendation: Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a third amendment to the agreement with Grassroots Ecology for park beautification, planting, and trash cleanup services and support with monthly maintenance of Cooley Landing, in a form approved by the City Attorney, to:
   a. Increase the contract amount by $55,000 over three years, for a new not-to-exceed contract amount of $193,192.49;
   b. Amend the Scope of Services as set forth in Exhibit A, attached; and
   c. Extend the contract term to June 30, 2027.
2. Waiving formal bid procedures pursuant to section 2.84.070(D) of the East Palo Alto Municipal Code
3. Find that the proposed action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" pursuant to Section 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 and pursuant to Section 15301 (Existing Facilities).

3.10 On-call traffic engineering support services contract with Hexagon Transportation Consultants, Inc.

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to award to and negotiate and execute an agreement with Hexagon Transportation Consultants, Inc., in a form approved by the City Attorney, for on-call traffic engineering services, in an amount not-to-exceed $60,000; and

2. Appropriating $60,000 from fund 301 for these services.

3.11 990 Garden Final Tract Map

Recommendation:

1. **Approves** the Final Tract Map (, FM23-001), No. 21-002 (990 Garden Street) with Subdivision Improvement Agreement and a 25-foot street dedication and directs the applicant to record the Final Map with the County of San Mateo; and.
2. **Accepts** the Subdivision Improvement Agreement and a 25-foot street dedication; and
3. **Directs** the applicant to record the Final Tract Map as Tract No. 21-002 with the County of San Mateo ; and
4. **Finds** that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15268(b)(3) - Approval of Final Subdivision Maps.

3.12 Water Main Replacement at Lita Lane

Recommendation: Adopt a resolution authorizing payment to Veolia for a watermain replacement at Lita Lane from the Water Capital Fund in the amount of $133,227.50

3.13 Mental Health Month Proclamation

Recommendation:

Present the proclamation.

4. CLOSED SESSION

4.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1).

Title: City Manager

4.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1).

Title: City Attorney

5. PUBLIC COMMENT

6. INFORMATIONAL REPORTS

6.1 Staff Report - PBF Breakthrough Grant Wrap-Up

Recommendation:

1. Equity Innovation Fund execution
2. Allocating funding toward the following preservation priorities in the 2024-2028 Affordable Housing Strategy:
    1. Homebuyer Financial Assistance: Allocate $474,742 in a Housing Assistance Fund to assist at least 8 homebuyers
    2. Tenant & Non-Profit Property Purchases: Allocate $2,157,000 in FY 25-26 in Transient Occupancy Taxes to assist the purchase of 2 single family homes and 1 multi-family building.
    3. Major Home Repairs: Allocate $800,000 in Measure HH funds to repair 3 single family and 13 multi-family units.
    4. Minor Home Repairs: Allocate $25,000 in County CDBG funds to assist 5 homeowners.
    5. Foreclosure Prevention: Allocate $114,000 in Housing Successor Funds to assist at least 3 homeowners.

7. SPECIAL PRESENTATIONS

8. PUBLIC HEARINGS

9. POLICY AND ACTION

9.1 Palo Mobile Estates Loan Program.

Recommendation: Increasing the Area Median Income to be eligible for a loan up to 120% AMI;

Increasing the Loan Amount up to 80% of the lot price : and

Authorizing the City Manager to allow the current agreement to end on May 9, 2024, and enter into a new Agreement with EPACANDO for operation of the Palo Mobile State Program for an extended one-year term, until May 9, 2025 , with the possibility of one one-year extension.

9.2 2024 TOT Second Round Grants Recommendations

Recommendation:

Adopt a resolution;

1. Appropriating an additional $150,000 from CYFS Transient Occupancy Tax fund to Community Services budget to support a second round of CYFS grants disbursements; and
2. Authorizing the City Manager to award grants and enter into agreements with the following six (6) organizations under the 2024 Transient Occupancy Tax (TOT) grants program in a form approved by the City

Attorney, for varying amounts, in an amount not to exceed $150,000.

a. Bay Area Urban Eagles, ($30,000)
b. Beyond Barriers Athletic Foundation,($20,000)
c. Cooline Kids,($20,000)
d. East Palo Alto Tennis &Tutoring (EPATT),($30,000)
e. Fresh Approach, and ($30,000)
f. St. Mark AMEZ Church ($20,000)

10. COUNCIL REPORTS

11. ADJOURNMENT

Upcoming meetings:

Meeting	Date	Time
Regular Meeting	May 21, 2024	6:30 PM
Budget Meeting	May 30, 2024	6:00 PM
Regular Meeting	June 4, 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: April 30, 2024

ATTEST:

James Colin

City Clerk

CONSENT ITEM 3.1

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Cinco de Mayo Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMA DE LA CIUDAD DE EAST PALO ALTO EN RECONOCIMIENTO Y CELEBRACIÓN DEL FESTIVAL LATINO DEL CINCO DE MAYO 2024 Y FELICITACIONES AL COMITÉ LATINO POR ORGANIZAR EL EVENTO DESDE 1985

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

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

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

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

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

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

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

CONSIDERANDO QUE, esta celebración del Cinco de Mayo en 2024 destaca el progreso, la resistencia y la fuerza comunitaria; y

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

AHORA, POR LO TANTO, el Ayuntamiento de la Ciudad de East Palo Alto, felicita a la Cuidad de East Palo Alto y el Comité Latino el 5 de mayo de 2024 y celebra el Día del Festival Latino Cinco de Mayo en la Ciudad de East Palo Alto. Animo a todos los residentes a unirse a las festividades, celebrar nuestras diversas culturas y reafirmar nuestro compromiso con la democracia, la paz y la justicia para todos.

Con Fecha: 5 de mayo 2024

Antonio D. Lopez, Alcalde

PROCLAMATION OF THE CITY OF EAST PALO ALTO IN RECOGNITION & CELEBRATION OF THE CINCO DE MAYO FESTIVAL LATINO 2024 AND EXTENDING CONGRATULATIONS TO THE COMITÉ LATINO FOR ORGANIZING EVENT SINCE 1985

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the City Council of the City of East Palo Alto, does hereby congratulate the City East Palo Alto and Comité Latino on May 5th, 2024, as Festival Latino Cinco de Mayo Day in the City of East Palo Alto. I encourage all residents to join in the festivities, celebrate our diverse cultures, and reaffirm our commitment to democracy, peace, and justice for all.

Dated: May 5, 2024

Antonio D. Lopez, Mayor

CONSENT ITEM 3.2

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Jewish Heritage Month Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO CELEBRATING MAY 2024 AS JEWISH AMERICAN HERITAGE MONTH

WHEREAS, on April 20, 2006, after resolutions passed unanimously in both houses of Congress, President George W. Bush proclaimed that May would be Jewish American month to recognize their history and contributions to American society, and

WHEREAS, this month celebrates the diverse heritage and contributions of Jewish Americans to the state and the region, and

WHEREAS, Jewish Americans connect to their Jewish identity in a variety of ways: such as culturally, ethnically and religiously,

WHEREAS, members of these communities live in East Palo Alto and contribute to its diversity and development as a city.

NOW, THEREFORE BE IT RESOLVED, that the City Council of East palo alto hereby recognizes and celebrates May 2024 as Jewish American heritage month in the city of East Palo Alto.

Dated: May 7, 2024

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Antonio D. Lopez, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Provider Appreciation Day Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO CELEBRATING PROVIDER APPRECIATION DAY

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, child care has provided a safe, nurturing place for the enrichment and development of millions of children nationwide and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of East Palo Alto's young children, families, and communities; and

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, continue to recover from the health and financial hardships stemming from the pandemic to meet the needs of more families; and

WHEREAS the City of East Palo Alto recognizes that childcare has been and continues to be a lifeline for families, communities, and the economy; and

WHEREAS, the future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

NOW THEREFORE BE IN PROCLAIMED THAT, the City Council of the City of East Palo Alto hereby proclaims May 10, 2024, as Provider Appreciation Day and urges all citizens to recognize Child Care Providers for their important work, and how valuable they are for our communities.

Dated: May 7, 2024

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Antonio D. Lopez, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: National Youth Service Award Recipients Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO RECOGNIZING THE NATIONAL YOUTH SERVICE AWARD RECIPIENTS IN EAST PALO ALTO

WHEREAS, The Presidential Volunteer Service Award (PVSA) is a prestigious national award given by the President of the United States that recognizes individuals whose exemplary service positively impacts communities and inspires others to take action; and

WHEREAS, led by AmeriCorps and managed in partnership with Points of Light, this program empowers Certifying Organizations to honor their most exceptional volunteers, thereby fostering a culture of service and civic engagement across the nation; and

WHEREAS, Youth Community Service (YCS) is a distinguished Certifying Organization for the PVSA, dedicated to elevating youth voices and fostering community connection and equity through service; and

WHEREAS, In the academic year 2022-23, YCS demonstrated its commitment to service by certifying over 20,040 hours of community service completed by 168 applicants for the Presidential Volunteer Service Award, thereby recognizing and celebrating the dedication and impact of these outstanding volunteers; and

WHEREAS, Youth Community Service (YCS) has been serving the communities of San Mateo and Santa Clara counties since 1990, embodying its mission to empower youth and cultivate a sense of responsibility and connection to their communities;

WHEREAS, In the academic year 2022-23 alone, Youth Community Service (YCS) engaged over 12,800 participants who collectively contributed an impressive total of over 60,900 hours of community service, demonstrating the organization's significant and enduring impact on the communities it serves.

The City Council of the City of East Palo Alto recognizes the outstanding achievement of the following awardees in receiving the Young Adult Gold President's Volunteer Service Award:

- **Citlaly Valencia:** Dedicated 250 hours of service in East Palo Alto with the nonprofit Youth Community Service
- **Quinntiaya Simpson:** Dedicated 300 hours of service in East Palo Alto with the nonprofit Ecumenical Hunger Program
- **Princess Palacios:** Dedicated 308 hours of service in East Palo Alto with the nonprofit Boys and Girls Club and St. Francis of Assisi
- **Keila Ambriz:** Dedicated 250 hours of service in East Palo Alto with the nonprofit Youth Community Service
- **Azaria James:** Dedicated 250 hours of service in East Palo Alto with the nonprofit Youth Community Service
- **Ambree James:** Dedicated 250 hours of service in East Palo Alto with the nonprofit Youth Community Service

NOW, THEREFORE, BE IT PROCLAIMED, THAT the City Council of the City of East Palo Alto, does hereby recognize and commend the National Youth Service Award recipients for their outstanding contributions to our community and beyond.

Dated: May 7, 2024

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Antonio D. Lopez, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 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 April 16, 2024, City Council Meeting Minutes.

Attachments

1. April 16, 2024, Minutes

EAST PALO ALTO CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 16, 2024
EPA Government Center
2415 University Ave, First Floor – City Council Chamber
East Palo Alto, CA 94303

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Mayor Antonio Lopez at 6:30 p.m.

Attendee Name	Title	Status	Arrived
Antonio Lopez	Mayor	Present	
Martha Barragan	Vice Mayor	Present	
Lisa Gauthier	Councilmember	Late	6:55 PM
Carlos Romero	Councilmember	Present	
Ruben Abrica	Councilmember	Absent	

2) APPROVAL OF THE AGENDA

The approval of the agenda was motioned by Mayor Lopez and Seconded by Vice Mayor Barragan and passed via unanimous vote.

Mayor Lopez added 6.1 Police Chief Presentation motioned by Councilmember Romero and Seconded by Vice Mayor Lopez

3) APPROVAL OF CONSENT CALENDAR

The approval of the consent calendar except for items 3.3 and 3.5 was motioned by Mayor Lopez and seconded by Vice-Mayor Barragan and passed unanimously.

3.1) Third Quarter Status of City Council Priorities for Fiscal Year 2023-2024

3.2) Facilities HVAC Maintenance Contract Services

3.3) Cummings Loft Improvements Project

Councilmember Romero pulled item 3.3 for discussion. Approval of Item 3.3 was motioned by Councilmember Romero Seconded by Mayor Lopez and passed unanimously.

Public Comment provided by Adrienne Bryant

3.4) Monthly Cash Treasury Report for February 2024
3.5) Resolution Calling for a Ceasefire

Item 3.5 was pulled for discussion by Mayor Lopez. Approval of Item 3.5 was motioned by Councilmember Romero Seconded by Vice Mayor Barragan

The following speakers provided public comment:

- Jt Faraji
- Zaineb Qawzini
- Ofelia Bello
- Adrienne
- Melvin Goldstein
- Rami A.
- Moana
- Umaya
- Amena
- Donna Rutherford
- Devante Jevvett
- Amnon Levy
- Amen
- Gulled Roble
- Neda
- Sara
- Jamal K
- Edwin Magana Lopez
- Nadarukanarik
- M User
- Eric

3.6) Minutes of the February 3, 2024, Meeting

3.7) Arbor Day Proclamation

4) <u>CLOSED SESSION</u>

4.1) CONFERENCE WITH LEGAL COUNSEL ? ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
One Potential Matter

5) <u>PUBLIC COMMENT</u>

The following participants made public comments:

- Samantha
- Stanley Young
- Edwin Magana Lopez
- Donna Rutherford
-Janet Nunez

-S.T
-Gail Wilkerson

6) INFORMATIONAL REPORTS

6.1) Police Department Quarterly Update

Chief of Police, Jeff Liu provided an update on the Police Department

The following participants made public comments:

- Gail Wilkerson
- Donna Rutherford
- Adrienne Bryant

7) SPECIAL PRESENTATIONS

8) PUBLIC HEARINGS

9) POLICY AND ACTION

9.1) FY 2024-25 Preliminary Budget

Finance Director, Tomohito Oku provided a presentation on the FY 2024-25 Preliminary Budget.

9.2) City Council Priority Setting for Fiscal Year 2024-2025

The approval of item 9.2 was motioned by Councilmember Romero Seconded by Vice Mayor Barragan and passed unanimously.

Greg Larson provided a presentation on the City Council Priority Setting for Fiscal Year 2024-2025.

Public Comment provided by Adrienne Bryant

9.3) Adopt a Resolution of Intent to Increase Solid Waste Service Rates on July 1, 2024, and each January 1 thereafter through January 1, 2028, and provide Notice of a Proposition 218 Public Hearing Set for June 15, 2024

Project Manager, Dowe Hilton from HF&F provided a presentation on the Solid Waste Service Rates.

The approval of item 9.3 was motioned by Councilmember Romero Seconded by Vice Mayor Barragan.

The following participants made public comments:

-Donna Rutherford
-Adrienne Bryant
- Gail Wilkerson

10) COUNCIL REPORTS

Mayor Lopez commented on his trip to Washington DC trip alongside Vice Mayor Barragan and City Manager Gaines.

11) ADJOURNMENT

The meeting was adjourned at 10:52 PM.

_____
Mayor

ATTEST:

_____
City Clerk

CONSENT ITEM 3.6

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Chair and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Yajaira Morales, Housing Project Manager

Karen Camacho, Housing and Economic Development Manager

SUBJECT: New Contract with a BMR Administrator

Recommendation

Adopt a resolution authorizing the City Manager to award to, negotiate and execute a three-year contract with the joint partnership of East Palo Alto Community Alliance and Neighborhood Development Organizations (EPACANDO) and HousingINC, in a form approved by the City Attorney, in an amount not to exceed $313,636 to administer the City's Below Market Rate (BMR) Program.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

Background

The City's current stock of Below Market Rate ("BMR") homeownership units primarily consists of homes that were created either as a result of former Redevelopment Agency assistance or market rate developer obligations to create inclusionary units. The homeownership units typically have a resale restriction agreement between the City (as the successor to the former Redevelopment Agency) and the homeowner. The resale

restriction agreement regulates the price at which the homeowner may resell the property and gives the City an option to purchase the home if the homeowner wishes to sell.

Following the dissolution of Redevelopment Agencies in 2011 and subsequent staffing cuts, the City had no consistent monitoring of its BMR units. Regular transactions such as refinances, loan subordinations, and re-sales required significant time and involvement of the City's Community and Economic Development Department, Office of the City Attorney, and outside counsel.

To address the need for revitalizing capacity following years of limited oversight and administration of the affordable housing portfolio, the City Council took action in 2018. They instructed the staff to issue a Request for Proposals ("RFP") to identify a consultant capable of enhancing the efficiency and cost-effectiveness of the program.

On February 5, 2019, by Resolution No. 5080, the City Council awarded the team of East Palo Alto Community Alliance and Neighborhood Development Organization ("EPACANDO") and the Bay Area Affordable Homeownership Alliance ("BAAHA"), together known as "the Contractor," a 3-year contract ("Agreement") totaling $125,000 to administer the City's portfolio of Below Market Rate ("BMR") units. The Agreement had three amendments, with the Third Amendment bringing the term to an end on May 9, 2024.

On July 20, 2021, by Resolution No. 77-2021, Council authorized the First Amendment which added $50,000 to the Agreement to cover costs related to Palo Mobile Estates ("PME") loan administration, for a new not-to-exceed amount of $175,000.[1] Council also appropriated an additional $2 million from the Housing In-Lieu Fund in the form of a loan to EPACANDO and Preserving Affordable Housing and Assets Longterm, Inc. ("PAHALI") for the purpose of stabilizing the long-term affordability of Palo Mobile Estates.

On February 1, 2022, by Resolution No. 11-2022 and the Second Amendment to the Agreement, the Council authorized that the term of the Agreement may be extended for up to two additional periods of one year each, with approval of the City Manager, commencing upon the expiration of the initial term, which began May 10, 2019. In May 2022, via administrative approval, the City Manager approved the extension of the BMR Administration contract for an additional year until May 9, 2023.

On December 6, 2022, by Resolution No. 157-2022 and the Third Amendment to the Agreement, the City Council added an additional $41,000 to administer the BMR portfolio, for a new not-to-exceed amount of $216,000.[2] In May 2023, the City Manager approved a final extension of the BMR Administration contract for an additional year until May 9, 2024.

[1] July 20, 2021 City Council meeting:
https://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1420&Format=Minutes
[2] December 6, 2022 City Council meeting:
https://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1825&Format=Minutes

Table 1 below summarizes the City's commitment in supporting BMR Administration, resulting in two one-year extensions and a total of $166,000. With the Palo Mobile Estates Loan Program administration cost, the total was $216,000 in funding.

Table 1. BMR Administration, 2019-2024

Authority	Date	City Funding	Description	Funding Source(s)
Reso. No. 5080/ Original Agreement	Feb. 5, 2019	$125,000	3-year BMR admin. contract with EPACANDO/BAAHA	Housing In-Lieu & Successor Agency Funds
Reso. No. 77-2021/ First Amendment	June 1, 2021	$50,000	Palo Mobile Estates loan administration	Housing In-Lieu Fund
Reso. No. 11-2022/ Second Amendment	Feb. 1, 2022	N/A	Clarified contract may have up to two 1-year term extensions	N/A
City Manager Approval	May 2022	N/A	1-year extension of term to May 9, 2023	N/A
Reso. No. 157-2022/ Third Amendment	Dec. 6, 2022	$41,000	Continued BMR admin.	Housing In-Lieu Fund
City Manager Approval	May 2023	N/A	1-year extension of term to May 9, 2024	N/A
		Total: $216,000		

On February 20, 2024,[3] staff presented a status report on the BMR administration by the Contractor over the past five years, seeking guidance on a new procurement process to select a new program administrator. During the discussion, Council members emphasized the importance of having effective measures in place to address non-compliance by homeowners and named anti-displacement enforcement as a top value.

Analysis

As the current extension with the existing BMR administrator nears its end on May 9, 2024, the City initiated a new RFP for BMR administration on March 14, 2024. Three different organizations, including EPACANDO, HouseKeys, and HIP Housing submitted questions. Two organizations responded to this RFP in a joint proposal submitted by the April 11, 2024 noon deadline.

Organizations responding to the City's RFP ("Respondents") were required to submit a proposal that thoroughly described their experience, capacity, and ability to perform the

[3] February 20, 2024 City Council meeting: https://cityofepa.granicus.com/player/clip/66?view_id=1&redirect=true and agenda.

services being sought by the City. Respondents must fulfill all service areas and were encouraged to submit applications with partnering organizations for their applications to be deemed complete.

Scoring

The RFP featured very simple scoring criteria. As shown in Table 2 below, respondents could receive up to 60 points for experience, 40 points for demonstrating their capacity to perform and 5 extra credit points if they were a local organization from East Palo Alto.

Table 2. Evaluation Criteria

RFP Content Area	Description	Possible Points
Experience	Respondent shall demonstrate experience administering BMR programs for public agencies, with successful results, and experience working in East Palo Alto or with East Palo Alto residents.	60
Capacity to Perform	Respondent shall demonstrate the capacity to respond to the public, the City, and other stakeholders in a timely manner. In addition, Respondent shall have the capacity to process, close, and otherwise facilitate numerous transactions related to the City's BMR program at any given time.	40
Extra Credit Points	Local organizations (from the City of East Palo Alto) will receive bonus points. Organizations should be up to date on their business licenses and prepared to provide documentation, if needed.	5

Ranked Respondents

The following organizations responded to the Request for Proposal (RFP) in a joint proposal, and their submissions were evaluated jointly by the City staff, as detailed in Table 3, thereby constituting the only proposal received by the City.

Table 3. Ranked Respondents

Proposal	EPACANDO and HousingINC
Points for Experience	60
Points for Capacity to Perform	40
Points for Local Organization (from the City of East Palo Alto)	5
Total	**105**

Proposed BMR Administration Cost

The following Table 4 provides a cost analysis of the joint proposal. As shown, the Respondents proposed a monthly administration cost of $7,000 with a 3% annual cost-of-living adjustment to the flat fee, and a 3% commission fee per sale or resale. There are no proposed startup costs or additional itemized costs. The city anticipates one BMR sale or resale occurring annually over the next three years. If the BMR sale is at a price of $600,000, which we anticipate being the highest price, the average 3% commission fee would be $18,000 per sale. However, the final amount billed to the City could vary significantly, contingent upon the specific property being sold and the necessary authorization and approval from the City. Staff will return to City Council to request additional allocation of funding if the total $54,000 allocated for three potential sales or resales is insufficient to cover commission costs in three years.

Table 4. Administration Cost Chart*

Task Item	Cost/Fee	Annual Total	3-Year Total
Year 1 Monthly Administration Fee	$7,000.00	$84,000.00	$259,635.60
Year 2 Monthly Administration Fee	$7,210.00	$86,520.00	
Year 3 Monthly Administration Fee	$7,426.30	$89,115.60	
3% Commission Fee per Sale or Resale	Up to $18,000 estimated annually or upon City authorization, for a total not-to-exceed $54,000 in 3 years	~$18,000 or more	$54,000
Total			$313,635.60
Total Rounded			**$314,636**

** Please note 3% annual cost-of-living adjustment in monthly administration fee.*

Staff may return to City Council in mid-to-late 2024 with a proposal to issue a fee to sustain the BMR administration program, after further research on whether the additional fee is permissible under state and federal laws.

Proposed Scope of Work and Contract Terms

Please see Exhibit A in Attachment 1, which includes the full Scope of Work.

The contract spans a period of three years from the date when all parties have fully executed the agreement. The City Manager holds the prerogative to extend the agreement for two additional one-year periods, starting after the initial or extended term expires. The total contract amount must not surpass $313,636. Any budget increase beyond $313,632 requires approval from the City Council. City staff have begun to

negotiate with the respondents and clarify tasks such as the need for quarterly reports. These reports will detail activities such as inquiries, refinance and resale actions, non-compliance cases and pertinent data, and are to be submitted regularly to the City as a part of the Administrative Fee being charged to the City.

New Contract for Palo Mobile Estates Loan Program

The Palo Mobile Estates (PME) Loan Program is expected to end upon expiration of the current BMR Administration Agreement, on May 9, 2024. On May 7, 20224 the City Council will be presented with options for extending the loan program and establishing a new contract with EPACANDO and PAHALI to continue administering a modified loan program, separate from the BMR Administration agreement. Thus, this new contract for BMR administration will no longer include PME.

Fiscal Impact

There is no budget amendment required by this report. As shown in Exhibit A of Attachment 1, staff will include a cost of $96,618 in FY 24-25 for the monthly administrative costs until June 30, 2025, with 80% of the funds from Housing Successor (Fund 220) and 20% from Housing In-Lieu Funds (Fund 207), with a separate $54,000 not-to-exceed amount for any potential sales or resales from Housing In-Lieu Funds (Fund 207); a cost of $86,899 in FY 25-26, with a continued 80:20 breakdown in funds, and carryover any remaining $54,000; and a cost of $76,120 in FY 26-27, with a continued 80:20 breakdown, and carryover any remaining $54,000. The total not-to-exceed amount for all three fiscal years (FY 24-25, FY 26-27, and FY 27-28) is $313,636.

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: Yes, as the proposed action is an entitlement, but is exempt as it was competitively bid.

Analysis of Levine Act Compliance: Not applicable.

CONSENT ITEM 3.6

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 EPACANDO AND HOUSINGINC FOR THE ADMINISTRATION OF THE CITY'S BELOW MARKET RATE PROGRAM FOR A TOTAL CONTRACT NOT TO EXCEED $313,636

WHEREAS, the City of East Palo Alto ("City") has generated affordable units through its Below Market Rate ("BMR") Program, wherein BMR for-sale units and for-rent units are typically made available to eligible households; and

WHEREAS, the City is responsible for management and stewardship of the BMR Program; and

WHEREAS, the 2024-2028 Affordable Housing Strategy, approved by City Council on February 6, 2024, described the City's goal of "[Ensuring] that the City's deed-restricted affordable housing and Below Market-Rate (BMR) portfolio remain well-maintained and monitored"; including the implementation of a Request for Proposals ("RFP") process to identify a partner entity to administer (in a consultant role) all aspects of the existing BMR Program; and

WHEREAS, the City issued an RFP on March 14, 2024 to identify a consultant to administer the City's existing BMR Program; and

WHEREAS, the City of East Palo Alto received one joint proposal in response to the RFP for BMR Program administration services; and

WHEREAS, City staff reviewed and recommended for selection the proposal jointly submitted by East Palo Alto Community Alliance and Neighborhood Development Organization ("EPACANDO") and HousingINC (together, "Contractors"); and

WHEREAS, the Contractors offered an initial $7,000 monthly fee for Year 1, with a 3% annual cost-of-living adjustment and a 3% commission fee per sale or resale; and

WHEREAS, the City anticipates approximately three BMR sales or resales in the three contract years, for a total not-to-exceed amount in 3% commission fee of approximately $54,000; and

WHEREAS, City staff will return to City Council to request additional allocation of funds if the total $54,000 allocated for three potential sales or resales is insufficient to cover commission costs in the three years.

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 three-year contract in an amount not to exceed $313,636 with EPACANDO/HousingINC, in a form to be approved by the City Attorney, with the possibility of two one-year extensions, to administer the City's BMR

Program in accordance with the terms referenced in **Exhibit A** Proposed Scope of Work for BMR Program Administration Consultant Services and **Exhibit B** Compensation Schedule for BMR Program Administration Consultant Services attached hereto; 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 government administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 7th day of May 2024**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney

EXHIBIT A

Proposed Scope of Work for BMR Program Administration Consultant Services

Activity	Description	Completion Date
Acting as the Main Point of Contact for the City's Below Market Rate Programs	CONTRACTOR will act as the main point of contact for existing and new BMR owners, renters, landlords, and developers.	On-Going
Reporting	CONTRACTOR will submit quarterly reports to the City detailing all programmatic activities.	Quarterly
Annual Compliance Monitoring		
Reporting and Monitoring of Existing Portfolio	CONTRACTOR will perform annual BMR and loan portfolio monitoring.	Annually
Enforcement Activities	CONTRACTOR will coordinate all additional enforcement activities associated with annual monitoring activities, including working with the City Attorney's office, code enforcement, and private investigative activities, as needed.	On-Going
Enforcement and Compliance	CONTRACTOR will work with City Attorneys and staff to operationalize Housing Policies, Guidelines, Developer/Regulatory Agreements, Deed Restrictions, Promissory Notes, and Deeds of Trust.	When Necessary
Site Visits and Outreach	CONTRACTOR will provide updates regarding possible site visits or outreach to ensure compliance.	On-Going
Education, Outreach and Counseling		
Educational Materials, Workshops and Counseling	CONTRACTOR will create all educational materials, presentations, and workshops for existing and new BMR owners, renters, and landlords with an emphasis on compliance and regulatory requirements.	On-Going
Homebuyer Educational Courses	CONTRACTOR will collaborate with community partners to provide 8-Hour HUD certified homebuyer educational courses.	On-Going
Fair Housing Marketing Outreach Plan	CONTRACTOR will build a robust affirmative fair housing marketing outreach plan that emphasizes local preference and anti-displacement and develop all necessary marketing materials.	On-Going

BMR Transactions		
Main Point of Contact for BMR-Related Transactions	CONTRACTOR will act as the main point of contact for all refinance, resale, new for-sale, for-rent, and/or other real estate related transactions related to the BMR portfolio on behalf of the City.	On-Going
Processing Rentals, New Sales and Resales	CONTRACTOR will work closely with the City's Housing, Planning and Legal departments to shepherd the inclusionary component of new for-sale and rental developments to successful completion, marketing, and occupancy.	On-Going
Auditing and Updating Case Files	CONTRACTOR will provide file auditing and underwriting for all BMR clients.	On-Going
Maintenance of Notification List	CONTRACTOR will maintain two notification lists (a BMR ownership and a BMR rental notification list, or other comparable mechanism acceptable to the City) that will serve as a pipeline for potential buyers and renters. CONTRACTOR shall create applications and pre-screen applications.	On-Going
Property Evaluation	CONTRACTOR will provide price evaluation and then advise interested parties on what the maximum affordable price for the home is.	When Necessary
Technology and Confidentiality		
Website, Auditing and Confidentiality	CONTRACTOR will update program website and maintain a secure online software data exchange system that can integrate into the process and ensure confidentiality is always maintained.	On-Going

Performance Reports and Invoices

Contractor shall submit Performance Reports and invoices to the City on a quarterly basis in accordance with the following schedule:

Report Period FY 24-25	**Due Date FY 24-25**	**Invoice Amount***
Start of Contract to September 30, 2024	October 30, 2024	$33,250
October 1 to December 31, 2024	January 30, 2024	$21,000
January 1 to March 31, 2025	April 30, 2025	$21,000
April 1 to June 30, 2025	July 30, 2025	$21,368
Report Period FY 25-26	**Due Date FY 25-26**	
July 1 to September 30, 2025	October 30, 2025	$21,630
October 1 to December 31, 2025	January 30, 2025	$21,630
January 1 to March 31, 2026	April 30, 2026	$21,630
April 1 to June 30, 2026	July 30, 2026	$22,009
Report Period FY 26-27	**Due Date FY 26-27**	
July 1 to September 30, 2026	October 30, 2026	$22,279
October 1 to December 31, 2026	January 30, 2027	$22,279
January 1 to March 31, 2027	April 30, 2027	$22,279
April 1 to End of Contract	July 30, 2027	$9,283
Total	**3-Year Contract**	**$259,636**

**Note that Contractor may invoice additional costs up to 3% per sale or resale for commission fees, for a not-to-exceed amount of $313,636. Any additional costs beyond the not-to-exceed amount require City Council approval.*

Contract Extensions

At least two months prior to expiration of the contract period, the Contractor shall submit a letter to housing@cityofepa.org indicating its interest in extending the contract term for an additional year, and indicating whether any additional funding will be needed for the administration in the additional year. While the contract may be extended administratively with City Manager approval, any requests for additional funding allocation must be reviewed and approved by City Council.

If the contract is extended for an additional one-year period, the reporting will be as follows:

First 1-Year Contract Extension

Report Period FY 27-28	Due Date FY 27-28
Start of First Contract Extension to July 1 to September 30, 2027	October 30, 2027
October 1 to December 31, 2027	January 30, 2027
January 1 to March 31, 2028	April 30, 2028
April 1 to End of First Contract Extension	July 30, 2028

If the contract is extended for an additional and final one-year period, the reporting will be as follows:

Second One-Year Contract Extension

Report Period FY 28-29	Due Date FY 28-29
Start of Second Contract Extension to September 30, 2028	October 30, 2028
October 1 to December 31, 2028	January 30, 2028
January 1 to March 31, 2029	April 30, 2029
April 1 to End of Contract	June 30, 2029

Please note that invoices, quarterly reports, and final performance reports shall include descriptions of the status or outcome of the performance metrics listed below.

Performance Report Outline

1. Program Updates: Updates on existing and new BMR owners, renters, landlords and developers.

- ❖ Number and description of BMR-related transactions processed (e.g. refinance, resale, new for-sale, for-rent, and/or other real estate related transactions)
- ❖ Number of meetings and/or communications held with City's Housing, Planning and Legal Departments to shepherd the inclusionary component of new for-sale and rental developments to successful completion, marketing and occupancy.
- ❖ Description of any file auditing and underwriting performed.
- ❖ Total and number of new applicants on BMR ownership and BMR rental notification list, and description of any other notification list maintenance activities performed (e.g. creation of new applications or pre-screening of applicants).

2. Education, Outreach and Counseling:

- ❖ Number and description of educational materials created.

- Number and description of workshops provided (and # of attendees)
- Number of one-on-one counseling sessions provided.
- Number of 8-Hour HUD certified homebuyer educational courses provided (and # of attendees)
- Description of outreach methods adopted (e.g. newsletters, email blasts, flyers, mailers, website updates, etc.)
- Any updates to Fair Housing Marketing Outreach Plan.

4. Enforcement and Compliance:

- Narrative on possible site visits and notifications sent to BMR owners, renters, landlords and developers.
- Number of non-compliance cases and status.
- Description of enforcement activities taken (e.g. number of meetings with City Attorney's office, code enforcement, and private investigative activities)
- Description of Housing Policies, Guidelines, Developer/Regulatory Agreements, Deed Restrictions, Promissory Notes, and Deeds of Trusts that were operationalized or updated.
- Number of site visits conducted, or notifications sent.

7. Performance Assessment (as applicable)

- Program successes and outcomes.
- Program challenges.
- Areas for improvement or follow-up
- Program refinements and modifications.

8. Final Performance Report:

- Summary and conclusions on program outcome and accomplishments.
- Observations and recommendations to improve BMR Administration program.

EXHIBIT B

Compensation Schedule for BMR Program Administration Consultant Services

Task Item	Cost/Fee	Annual Total	3-Year Total
Year 1 Monthly Administration Fee	$7,000	$84,000	$259,636
Year 2 Monthly Administration Fee	$7,210	$86,520	
Year 3 Monthly Administration Fee	$7,426	$89,116	
3% Commission Fee per Sale or Resale	Up to $18,000 estimated annually or upon City authorization	$18,000	$54,000
Total			**$313,636**

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: **MAY 7, 2024**

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Tomohito Oku, Finance Director
Bo-kyoung Kim, Finance Services Manager
Jessica Y Caballero, Senior Accountant

SUBJECT: **FY 2023-24 Third Quarter Treasury Report**

Recommendation

Accept and file the Treasury Report for the third quarter ended March 31, 2024.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority 4: Ensure Our Financial and Organizational Health

Background

Pursuant to Section 53646 of the Government Code of the State of California, the City Treasurer may submit a quarterly report to the City Council regarding the funds and investments of the City. Finance staff provides quarterly reporting to the City Council indicating the summary of investments for the period and denoting the ability of the City to meet its expenditure requirements for the next three months.

Analysis

This report covers primary cash and investments of the City. For investment purposes, City cash is pooled, except for bond proceeds, which are held in trust by a trustee. The City does not have, nor is it legally required to have, separate bank accounts for each individual fund. However, all cash is segregated in the City's accounting records.

Summary March 31, 2024	Average Maturity (YRS)	Average Earnings (QTR)	Deposit Value	Market Value
Petty Cash	n/a	n/a	$ 10,800	$ 10,800
Bank Checking	n/a	n/a	$ 6,912,468	$ 6,912,468
Local Agency Investment Fund	0.63	4.12%	$ 14,752,935	$ 14,667,239
San Mateo County Pool Investment	1.67	3.78%	$ 41,590,474	$ 41,102,202
CA Asset Management Program	0.12	5.51%	$ 73,948,996	$ 73,948,996
			$ 137,215,673	**$ 136,641,706**

As of March 31, 2024, the total deposit value of cash and investments equals $137,215,673, including outstanding checks and other minor adjustments of $1,563,295. Compared to the prior quarter ending in December 2023, the FY2023-24 third quarter (Q3) ending on March 31, 2023, total book value balance increased by approximately $5.5M. The overall increase is mainly due to Redevelopment Property Tax Trust Fund (RPTTF) Allocation and Distribution for Recognized Obligations Payment Schedule (ROPS) 23-24B ($3.4M) in Feb 2024, business tax collection received in Q3 ($1.9M) and other operating revenues. The following table shows a breakdown of cash and investment balance by fund type.

Summary March 31, 2024	Deposit Value	Market Value
General Fund (Inc. Petty cash of $10,800)	$ 37,509,028	$ 37,509,028
General Sub-Funds (Commited/Reserved)	$ 19,103,582	$ 19,103,582
City Funds Restricted and Committed	$ 76,927,829	$ 76,927,829
Successor Agency Trust	$ 3,675,234	$ 3,675,234
Unrealized Gain on Investment Pools	$ -	$ (573,968)
	$ 137,215,673	**$ 136,641,706**

The book market value totals $136,641,706, including an unrealized loss of $573,968, reflecting treasury yields during the calendar year. All except for General Fund balance is restricted by either City Council or external parties for specific purposes. Unrestricted cash and investment balance under General Fund ($37,509,028) may be used at Council discretion.

The table below reflects changes in rates since March 2023, and compared to the previous month of February 2024, demonstrating an increase in Long-term and Short-Term Treasury yields compared to March 2023 but a decrease in Long-term Treasury yields and an increase in Short-term yields compared to February 2024[1]:

	Mar-24	Feb-24	Mar-23
6-Month Treasury Bill	5.13	5.11	4.72
2-Year Treasury Note	4.59	4.64	4.06
5-Year Treasury Note	4.21	4.26	3.60

[1] Daily US Treasury Yield Curve. Treasury.gov

The City's portfolio is invested in the Local Agency Investment Fund (LAIF), the San Mateo County Treasurer's Pool, and the California Asset Management Program (CAMP). LAIF is a highly liquid investment pool operated by the State Treasurer, and the City has same-day access to the funds. The County Treasurer's Pool is less liquid, and the maturity and diversification of the underlying securities which in normally functioning markets is generally expected to result in higher yield. CAMP is a new investment account that the City recently created to diversify the investment and to maximize interest earnings. The CAMP Pool is a highly liquid investment pool directed by a Board of Trustees that provides same-day liquidity, competitive yields, and interest paid monthly. City staff does not control or direct the underlying investment of funds and each pool is managed by the respective agency's investment staff and oversight committee or board. December to March over quarter LAIF yields increased from 3.81% for quarter-end (QE) Dec 2023 to 4.12% for QE Mar 2024 and San Mateo County Pool average gross pool earnings increased from 3.530% for QE Dec 2023 to 3.779% for QE Mar 2024. San Mateo County Pool earnings are quoted on gross earnings. LAIF fair value factor in the third quarter increased from 0.9863 to 0.9935 and the County Pool factor increased from 0.9873 for QE Dec 2023 to 0.9882 for QE Mar 2024, compared to the previous quarter. As of Mar 2024, the current annualized yield for CAMP is 5.48%.

Based on the foregoing, pursuant to California Government Code Section 53646, the City shall meet its expenditure requirements for the next six months.

Fiscal Impact

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

Public Notice

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

Environmental

The action being considered 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.

Attachments

1. Treasury Report QE March 2024.

Treasury Summary

CITY AND SUCCESSOR AGENCY OF EAST PALO ALTO

SUMMARY OF INVESTMENTS
For Quarter Ended March 31, 2024

Category	Average Maturity Days	Average Maturity Years	Average Interest Earnings For QTR	DEPOSIT AND BOOK VALUE	%	MARKET VALUE
Cash and Investments						
1. Petty Cash	na	na	0.000%	10,800	0.0%	10,800
2. On Demand Deposits (Wells Fargo checking)	na	na	0.000%	6,912,468	5.1%	6,912,468
3. Local Agency Investment Fund (LAIF)	226	0.63	4.120%	14,752,935	10.7%	14,667,239
4. San Mateo County Pool Investment	610	1.67	3.779%	41,590,474	30.1%	41,102,202
5. CAMP	43	0.12	5.510%	73,948,996	54.1%	73,948,996
Total Cash and Investments on Deposit			**4.558%**	**137,215,673**	**100.0%**	**136,641,705**
General Fund (including petty cash of $10,800)				37,509,028		37,509,028
General Sub - Funds (Committed/Reserved)				19,103,582		19,103,582
City Funds Restricted and Committed				76,927,829		76,927,829
Successor Agency Trust				3,675,234		3,675,234
Unrealized Gain on Investment Pools				-		(573,968)
Total Book Balance				**137,215,673**		**136,641,705**
				(0)		
Bank to Book Adjustments						
Checks Outstanding/Other AJE				1,563,295		1,563,295
Total Book Adjustment				**1,563,295**		**1,563,295**
Total Cash and Investment Portfolio				**138,778,968**		**136,641,705**

CERTIFICATION:

Pursuant to Government Code Section 53646, the City will meet its expenditure requirements for the next six months. Total funds invested represent the consolidation of all fund types, and availability of certain funds is restricted by law.

Tomohito Oku
Director of Finance

5/7/2024
Date

For Reporting Information Regarding Investment Pools:

LAIF http://www.treasurer.ca.gov/pmia-laif/laif/index.asp

San Mateo County Pool http://sanmateocountytreasurer.org/index.html

CONSENT ITEM 3.8

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Karen Camacho, Housing & Economic Development Manager

SUBJECT: Acceptance of $100,000 Equity Innovation Fund Award

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to accept a $100,000 grant from the Equity Innovation Fund, and negotiate and execute a funding agreement with the County of San Mateo (County) and any related entities, for housing preservation-related work;
2. Appropriating a total of $100,000 from the Local Grant Fund where the reimbursement for the grant will be accounted; and
3. Finding that the project 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.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

Background

On March 21, 2023, the City Council directed staff to seek affordable housing preservation funding through federal, state, and local funds in accordance with the City of East Palo Alto (City)'s 2018-2023 Affordable Housing Strategy. Affordable housing preservation has emerged as another way for jurisdictions to retain the number of affordable housing units in their communities. Preservation is a housing affordability tool because it works to prevent displacement of existing residents by keeping them in their unit after physical rehabilitation and

affordability covenants are secured. An innovative and comprehensive strategy seeks to add net new units to the overall housing stock and also increase the number of units in the affordable housing stock to ensure that growth enables stability of the existing community. Partnership for the Bay's Future Policy Fellow, Benjamin Toney, and City housing staff have continued to monitor potential funding opportunities for affordable housing preservation.

On January 18, 2024, City staff submitted an Equity Innovation Fund (EIF) application (Application) in response to a Notice of Funding Availability (NOFA)[1] released by the County's Department of Housing (Department) on December 5, 2023. The City Council adopted a resolution authorizing the City Manager or designee to apply on February 6, 2024, prior to the County's Housing and Community Development Committee (HCDC) public hearing.

On February 29, 2024, HCD held a public hearing, where they heard a presentation from staff on the City's application proposal, and the committee approved recommending the City's proposal to the County Board of Supervisors (BOS).

On April 23, 2024, during a regular meeting, the County BOS approved granting $100,000 in Measure K funds to the City, the maximum allowable award amount in the EIF. The County will prepare a 12-month contract, to commence July 1, 2024, until June 30, 2025. In order for the contract to be in effect, a draft agreement must be negotiated and may need to be submitted to the San Mateo County BOS for final approval.

Analysis

The City was granted $100,000 through the County's Measure K funds for the following Equity Innovation Fund workplan items in the one-year term:

- $40,000 to develop guidelines for affordable housing preservation funding allocations and prioritization locally;
- $15,000 for community engagement to seek feedback on those guidelines;
- $30,000 for building out a fund to allocate local resources so that the City can accomplish its preservation objectives in accordance with the City's Affordable Housing Strategy and Housing Element; and
- $15,000 for legal services including drafting loan term sheets.

These funds will be provided to the City through reimbursements once the City submits the necessary cost reimbursement documentation for authorized activities. The next step will be for staff to issue a Request for Proposals for a consultant to support the drafting of Preservation Guidelines and a potential Preservation Notice of Funding Availability. Consultants and the City would work together to conduct thorough community outreach via mailers and community meetings, collecting and synthesizing input. The initial $30,000 of funding from the EIF would help support with an additional fund, but City Council may consider, after adoption of the

[1] See FY 24-25 Equity Innovation Fund NOFA at: https://www.smcgov.org/media/146885/download?inline=.

Affordable Housing Strategy, to commit additional funding for the creation of a municipal fund with intended purposes of facilitating affordable housing preservation by allocating resources to projects which are successful at securing funding and financing from additional sources (e.g. County, State, Federal, Philanthropic, etc.). Once the guidelines are adopted and funding is committed, City staff will also work to create loan term sheets for the execution of the NOFA.

The City will likely need additional support and may plan to contract the work out to an existing consultant. Staff will be utilizing the Local Grant funds to cover initial costs, which will be refunded once the $100,000 in funds are available.

Fiscal Impact

Staff recommend appropriating a total of $100,000 from the Local Grant Fund where the reimbursement from the grant will be accounted.

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, but a grant agreement where the City is expected to receive funding.

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 ACCEPT A $100,000 GRANT FROM THE EQUITY INNOVATION FUND, TO NEGOTIATE AND EXECUTE A FUNDING AGREEMENT WITH THE COUNTY OF SAN MATEO FOR HOUSING PRESERVATION-RELATED WORK

WHEREAS, the San Mateo County Department of Housing (the "Department") issued a Notice of Funding Availability dated December 5, 2023 (NOFA), seeking applications through the San Mateo County Equity and Innovation Fund (EIF), for equity and justice in housing and community development projects and programs; and

WHEREAS, on April 23, 2024, the San Mateo County Board of Supervisors approved awarding a $100,000 grant in the Equity Innovation Fund to the City of East Palo Alto;

WHEREAS, the County and the City need to prepare a 12-month contract, to commence July 1, 2023, until June 30, 2025, or when otherwise determined by the Department;

WHEREAS, the County may require a resolution from the City of East Palo Alto authorizing the City of East Palo Alto to enter into an agreement with the County or related entity to receive funds and to authorize the City Manager to execute the agreement.

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 of East Palo Alto Manager, or designee, to negotiate and execute a funding agreement with the County of San Mateo or related entity to receive $100,000 in funding for its Equity Innovation Fund proposal, and authorizes the City Manager, or designee to execute any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds;

3. Appropriating a total of $100,000 from the Local Grant Fund where the reimbursement for the grant will be accounted; and

4. Finds that the proposed action 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 7th day of May 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

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Fatima Khan, Environmental Services Aide / Management Analyst
Humza Javed, Public Works Director

SUBJECT: Third Amendment to Principal Agreement Between City of East Palo Alto and Grassroots Ecology

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a third amendment to the agreement with Grassroots Ecology for park beautification, planting, and trash cleanup services and support with monthly maintenance of Cooley Landing, in a form approved by the City Attorney, to:
    a. Increase the contract amount by $55,000 over three years, for a new not-to-exceed contract amount of $193,192.49;
    b. Amend the Scope of Services as set forth in Exhibit A, attached; and
    c. Extend the contract term to June 30, 2027.
2. Waiving formal bid procedures pursuant to section 2.84.070(D) of the East Palo Alto Municipal Code.
3. Find that the proposed action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” pursuant to Section 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 and pursuant to Section 15301 (Existing Facilities).

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Promote Health & Public Safety
Enhance Community Services and Parks for Residents

Background

Grassroots Ecology is a nonprofit organization that has been managing the land stewardship and volunteer engagement at Cooley Landing since 2016. Over the years, Grassroots Ecology has raised funds from government agencies and philanthropic foundations to run volunteer events to remove invasive weeds, install locally native plants, and maintain the land for both humans and animals. In recent years, they have involved residents of East Palo Alto in stewardship and educational activities at Cooley Landing.

Grassroots Ecology has ongoing partnerships with local schools and organizations, such as:

● Boys & Girls Club summer program, which brought 81 individual youth to Cooley Landing over 4 weeks last summer and is in the planning stages for 2024 programming.

● Eastside Prep volunteer days, a series of six workdays for students and families.

● Continued workdays scheduled with Los Robles Ronald McNair Academy, San Mateo High School's Bridge program, College Track, and Peninsula Bridge.

● Climate Resilient Communities' Youth Climate Collective group through various field trips, career fairs, and even hosting a intern through their YCC Internship program.

The City executed the existing agreement with Grassroots Ecology, during Phase 4 of the Cooley Landing Construction Project, in May of 2018. The Grassroots Ecology nursery grew and delivered native plants for this project. During subsequent amendments to the current agreement, the scope of services were amended to include trash cleanups, native habitat restoration, and park beautification services.

The existing agreement with Grassroots Ecology expires on June 30, 2024.

Staff requests City Council authorization to amend the City's Agreement with Grassroots Ecology adding $55,000, amending the scope of work, and extending the Agreement term to June 30, 2027.

Analysis

Staff recommends extending the City's agreement with Grassroots Ecology and amending its scope of work so that Grassroots Ecology can continue to provide necessary services to the East Palo Alto community, including maintaining Cooley Landing Park for the benefit of residents, engaging residents around the importance of native habitat, and conducting trash cleanups throughout the year. The proposed Scope of Work is consistent with prior scopes of work since 2018. The proposed amended agreement continues to align with accomplishing several goals in East Palo Alto's General Plan Vista 2035.. Grassroots Ecology's work in the community is consistent with the General Plan goals in the following way: POC-2 Improve and enhance existing trails and parks, POC-4: Protect and Preserve the City's natural habitat and wildlife, and POC-5: Expand the use of the Cooley Landing Nature Preserve.

In addition, due to Grassroots Ecology's longstanding presence and work in East Palo Alto, they are uniquely positioned to be able to engage with area residents and are expanding their reach by partnering with place-based organizations in East Palo Alto, such as Boys & Girls summer program, Eastside Prep, Los Robles Ronald McNair Academy, among others mentioned above in the Background section. This has allowed them to have increasingly successful outreach efforts in the realms of both education and volunteer engagement in East Palo Alto. An additional amendment would ensure the that Grassroots Ecology can continue to be increasingly active in East Palo Alto with educational and sustainability activities catered to both adults and children.

Fiscal Impact

There is no budget amendment required by this report. Staff will include the cost in the future years budget as follows:

$18,000 for FY 24/25; $18,350 for FY 25/26; and $18,650 for FY 26/27. Detailed information about the scope of work is included in Attachment 2.

The scope of work in this proposed Amendment is being partially funded by the City/County Payment Program in the amount of $7,507, a grant administered and awarded by the State of California's Department of Recycling (CalRecycle) for work that aligns with its award requirements. These funds have been received for FY 24/25 and it is anticipated the City will continue to receive it over the next few years.

Public Notice

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

Environmental

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" pursuant to 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment and Section 15301 (Existing Facilities) because the action being considered involves the maintenance of existing landscaping and native growth.

Government Code § 84308

Applicability of Levine Act: No, because the contract was previously competitively bid, it is exempt from the Levine Act.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution

2. Amendment and Scope of Work

RESOLUTION NO. XX– 2024

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

AUTHORIZING THE CITY MANAGER TO ENTER INTO THE THIRD AMENDMENT TO THE AGREEMENT WITH GRASSROOTS ECOLOGY FOR PARK BEAUTIFICATION, PLANTING, AND TRASH CLEANUP SERVICES, AND SUPPORT WITH THE MAINTENANCE OF COOLEY LANDING, IN A FORM APPROVED BY THE CITY ATTORNEY, TO INCREASE THE CONTRACT AMOUNT BY $55,000 OVER THREE YEARS FOR A NEW NOT-TO-EXCEED CONTRACT AMOUNT OF $193,192.49, AMEND THE SCOPE OF SERVICES, AND EXTEND THE TERM TO JUNE 30, 2027

WHEREAS, since 2016, Grassroots Ecology has provided land stewardship and volunteer engagement services as an environmental nonprofit dedicated to planting and maintaining native habitat in Santa Clara and San Mateo Counties; and

WHEREAS, through philanthropy and volunteer coordination, Grassroots Ecology has successfully implemented several trash cleanups, park beautification, and native planting events in East Palo Alto since 2016; and

WHEREAS, the City of East Palo Alto recognizes the environmental and aesthetic value of the City's urban parks and the benefits to public health, improved sea level rise resilience, and vibrancy that an enhanced native vegetation planting will provide this and future generations; and

WHEREAS, Grassroots Ecology has a longstanding partnership with the City, and has been engaging with the community in East Palo Alto since 2016; and

WHEREAS, the scope of work proposed in the third amendment to the contract between Grassroots Ecology and the City of East Palo Alto aligns with General Plan goals POC-2, POC-4, and POC-5; and

WHEREAS, it is recommended that the not-to-exceed amount be raised to $193,192.49 and the term extended through June 30, 2027, to ensure work is continued towards accomplishing the goals of the General Plan.

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 negotiate and execute a third amendment to the agreement with Grassroots Ecology for park beautification, planting, and trash cleanup services and support with monthly maintenance of Cooley Landing, in a form approved by the City Attorney, to:

    a. Increase the contract amount by $55,000 over three years, for a new not-to-exceed contract amount of $193,192.49;
    b. Amend the Scope of Services as set forth in **Exhibit A**, attached; and
    c. Extend the contract term to June 30, 2027.

3. Waiving formal bid procedures pursuant to section 2.84.070(D) of the East Palo Alto Municipal Code.

4. Find that the proposed action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" pursuant to Section 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 and pursuant to Section 15301 (Existing Facilities).

PASSED AND ADOPTED this 7th day of May 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

THIRD AMENDMENT TO
AGREEMENT BETWEEN
CITY OF EAST PALO ALTO
AND
GRASSROOTS ECOLOGY

This Third Amendment to the Principal Agreement made and entered into on March 15, 2016, hereafter referred to as Agreement, between Canopy, a non-profit benefit corporation, therein referred to as Contractor, and the City of East Palo Alto, a municipal corporation, therein referred to as City, is made and dated for reference this 7th day of May, 2024.

Contractor and City do mutually agree as follows:

1. Revised Section 3. Section 3 of the Principal Agreement, entitled "Term" is hereby repealed and replaced with the following: "The term of this Agreement, as amended, shall commence on May 15, 2018 and shall continue in full force and effect until June 30, 2027."

2. Amended Exhibit A, Attachment 1. Exhibit A, Attachment 1 of the Principal Agreement, which sets forth the services to be provided pursuant to the Principal Agreement is hereby amended to include the services as set forth in Exhibit A of this Amendment.

3. Revised Exhibit B, Section 1. Exhibit B, Section 1 of the Principal Agreement, entitled "Contractor's Compensation" is hereby repealed and replaced with the following:

> City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement, as amended, and for all authorized reimbursable expenses, for a total not to exceed One Hundred Ninety-Three Thousand One Hundred Ninety Two Dollars and Forty Nine Cents ($193,192.49).
>
> Contractor agrees that the amount of increase in the not to exceed amount specified above shall constitute full compensation for the Additional Services, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with the Additional Services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Integration. This Amendment, including all exhibits, if any, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Amendment. This Amendment shall not be amended or modified except by a written agreement executed by each of the parties hereto. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Contractor shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the

provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.

6. Ambiguities. The parties acknowledge that they have had the opportunity to have this Amendment reviewed by their respective legal counsel, and that the terms and conditions of this Amendment are not to be construed against any party on the basis of such party's draftsmanship thereof.

7. Counterparts. This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. Fasci-smile Signature; Electronic Signature. This Amendment shall be binding upon the receipt of fasci-smile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of the Agreement. The failure to send an original shall not affect the binding nature of this Amendment.

9. Authority. The person signing this Amendment for Contractor hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of Contractor.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment on the day and year first hereinabove appearing.

[Signatures on the following page]

GRASSROOTS ECOLOGY
a non-profit benefit corporation

By: _____
Junko Bryant
Executive Director

DATE: _____

18300202
East Palo Alto Business License No.

CITY OF EAST PALO ALTO,
a municipal corporation

By:_____
Melvin E. Gaines
City Manager

DATE:_____

APPROVED AS TO CONTENT:

_____

Humza Javed
Public Works Director

APPROVED AS TO FORM:

_____
John D. Lê
City Attorney

Exhibit A
Second Amendment

Scope of Work

Grassroots Ecology proposes a combination of trash cleanup days, volunteer workdays, and staff + paid intern time to conduct monthly maintenance at Cooley Landing. We have recently been increasing our efforts at localized community outreach, and as a result we have been seeing an increase in East Palo Alto residents participating in programs at Cooley Landing. This will continue to be a priority as we move forward.

Task 1: Trash Cleanup
Grassroots Ecology will organize the Coastal Cleanup Day event at Cooley Landing. This large annual event held in September typically involves 150-200 volunteers, mostly from the local community. In planning this event, Grassroots Ecology will coordinate with the City of East Palo Alto on large debris pickup, and will coordinate with the San Mateo County, which serves as a countywide organizer for the event. We will also report on cleanup day metrics including

quantity of trash collected, number of volunteers, etc., to both San Mateo County and the City.

Task 2: Volunteer Events and Park Beautification
Grassroots Ecology would coordinate 9 volunteer events over the course of the contract to remove or suppress invasive species, prune and maintain previous year's plantings, and pick up trash at the park. Grassroots Ecology has two paid interns on our team that provide additional site maintenance that might be too challenging for volunteers. Grassroots Ecology has prioritized local students/young adults for these internships, which includes education and on-the-job training. Please see our current team makeup listed at the end of this proposal. This contract would support monthly maintenance days for our Project Lead and two paid interns.

Task 3: Project Management
Grassroots Ecology will coordinate with the City, send regular email updates on upcoming events at Cooley Landing, and provide quarterly reports and invoices with statistics, maintenance completed, volunteer numbers, and photos.

[continued on next page]

To: Fatima Khan - City of East Palo Alto
From: Alex Von Feldt, Junko Bryant - Grassroots Ecology
Date: February 14, 2024
Re: Proposed Statement of Work for Cooley Landing Park Beautification and Volunteer Engagement

Background

Grassroots Ecology is a nonprofit organization that has been managing the land stewardship and volunteer engagement at Cooley Landing since 2016. Over the years, Grassroots Ecology has raised funds from government agencies and philanthropic foundations to run volunteer events to remove invasive weeds, install locally native plants, and maintain the land for both humans and animals.

In recent years, we have redoubled our efforts to involve residents of East Palo Alto in stewardship and educational activities at Cooley Landing. We are achieving this through partnerships with local schools and organizations, such as:

- Boys & Girls Club summer program, which brought 81 individual youth to Cooley Landing over 4 weeks last summer and is in the planning stages now for 2024.
- Eastside Prep volunteer days, a series of six workdays for students and families
- Continued workdays scheduled with Los Robles Ronald McNair Academy, San Mateo High School's Bridge program, College Track, and Peninsula Bridge
- Climate Resilient Communities' Youth Climate Collective group through various field trips, career fairs, and even hosting a intern through their YCC Internship program

Grassroots Ecology has the unique ability to bring together ecological expertise and restoration experience together with community engagement. Our staff are also trained in proper practices to prevent the disturbance of endangered species that are present in the marshlands around Cooley Landing. The Grassroots Ecology Native Plant Nursery grows watershed-specific plants for restoration projects.

Scope of Work

Grassroots Ecology proposes a combination of trash cleanup days, volunteer workdays and staff + paid intern time to conduct monthly maintenance at Cooley Landing. We have recently been increasing our efforts at localized community outreach, and as a result we have been seeing an increase in East Palo Alto residents participating in programs at Cooley Landing. This will continue to be a priority as we move forward.

Task 1: Trash Cleanup

Grassroots Ecology will organize the Coastal Cleanup Day event at Cooley Landing. This large annual event held in September typically involves 150-200 volunteers, mostly from the local community. In planning this event, Grassroots Ecology will coordinate with the City of East Palo Alto on large debris pickup, and will coordinate with the San Mateo County, which serves as a countywide organizer for the

event. We will also report on cleanup day metrics including quantity of trash collected, number of volunteers, etc., to both San Mateo County and the City.

Task 2: Volunteer Events and Park Beautification
Grassroots Ecology would coordinate 9 volunteer events over the course of the contract to remove or suppress invasive species, prune and maintain previous year's plantings, and pick up trash at the park. Grassroots Ecology has two paid interns on our team that provide additional site maintenance that might be too challenging for volunteers. Grassroots Ecology has prioritized local students/young adults for these internships, which includes education and on-the-job training. Please see our current team makeup listed at the end of this proposal. This contract would support monthly maintenance days for our Project Lead and two paid interns.

Task 3: Project Management
Grassroots Ecology will coordinate with the City, send regular email updates on upcoming events at Cooley Landing, and provide quarterly reports and invoices with statistics, maintenance completed, volunteer numbers, and photos.

Budget and Schedule
The table below summarizes the outcomes and cost for each of the tasks.

Task	Units	Unit Cost	Total Cost	Outcomes
Task 1: Trash Cleanup				
Outreach to community to recruit volunteers	9	$60	$540	3 Coastal Cleanup Day events
Coastal Cleanup Day	3	$3,300	$9,900	
Tools and supplies			$330	
Total Task 1			$10,770	
Task 2: Volunteer Events + Park Beautification				
Outreach to community to recruit volunteers	36	$60	$2,160	9 Volunteer workdays; Site with fewer weeds and healthier plants
Conduct volunteer workdays	9	$1,650	$14,850	
Staff time to remove weeds and take care of planting areas	432	$55	$23,760	
Tools and supplies			$1,300	
Total Task 2			$42,070	
Task 3: Project Management				
Provide quarterly reports to City	36	$60	$2,160	
Total			$55,000	Year 1: $18,000 Year 2: $18,350 Year 3: $18,650

Current Cooley Landing Project Team

Paola Bueno, Project Lead
Paola started with Grassroots Ecology in 2021 as a college intern, then joined the staff as a Restoration Specialist working at Cooley Landing and Ravenswood Open Space Preserve and is now the Project Lead for these sites. Prior to Grassroots Ecology, she worked as an interpretive aid for the East Bay Regional Parks where she had her first encounters with the outdoors, which led to her interest in restoration and environmental justice. As a lifetime Bay Area resident, Paola is excited to be a part of restoration projects in urban areas, engaging disadvantaged communities and helping to create positive experiences with nature and the land. She is a fluent Spanish speaker.

Ulysses Molina, Habitat Restoration Intern
Ulysses first joined Grassroots Ecology in the summer of 2022 as a Naturalist Intern and was hired on as a Habitat Restoration Intern in September of 2023. He is currently attending West Valley College, majoring in Biological Sciences and plans to work in any ecological related jobs in the future. He also works part-time in construction. He was born and raised in East Palo Alto and found a passion for learning about the natural world through hikes with his family. Since then, he's continued taking on any opportunities for learning more about native plants and wildlife corridors. He's excited to give back to the community he lives in and teach others about his plant knowledge.

Raymundo Salgado, Habitat Restoration Intern
Raymundo was hired on as a Habitat Restoration Intern in September of 2023. He is currently attending Foothills College, majoring in Biology. He hopes to pursue a career in ecology and keep learning about native plants through this internship. He also currently works part time as a waiter in a local family-owned restaurant. He was also born and raised in East Palo Alto and hopes to give back to his community in the form of environmental education. He first learned about the environment while volunteering at Canopy in high school and since then, he's continued to seek opportunities to keep learning about local ecosystems. He hopes this internship can provide mentorship and skills related to habitat restoration while giving back to the community he cares about.

Junko Bryant, Co-Executive Director
Junko has been with Grassroots Ecology since 2009 and has coordinated and managed several large habitat restoration projects both at Cooley Landing and at other sites throughout San Mateo and Santa Clara Counties. Junko has been the main point of contact with the City of East Palo Alto. Junko holds a B.S. in Earth Systems from Stanford University and a Master of Regional Planning from the University of North Carolina, Chapel Hill.

Photos

Boys and Girls Club June-July 2023





Coastal Cleanup Day September 2023





Volunteer Workdays





Planting Areas









CONSENT ITEM 3.10

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

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

SUBJECT: On-call traffic engineering support services contract with Hexagon Transportation Consultants, Inc.

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award to and negotiate and execute an agreement with Hexagon Transportation Consultants, Inc., in a form approved by the City Attorney, for on-call traffic engineering services, in an amount not-to-exceed $60,000; and

2. Appropriating $60,000 from fund 301 for these services.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Implement the Comprehensive Transportation and Mobility Plan

Background

The Public Works Department requires traffic engineering related services in order to perform its regular duties. This includes traffic surveys, traffic counts for development, traffic plans (signals and striping), assistance with transportation related grant applications, support with implementation of the mobility study, and other traffic related on-call work.

CONSENT ITEM 3.10

The Public Works Department has an approved list of consulting firms for on-call engineering services which was approved by City Council per Resolution No. 4849. Staff recommends that a $60,000 contract be executed with the Transportation Engineering firm Hexagon Transportation Consultants, Inc. (Hexagon) for on-call traffic engineering services.

Analysis

On May 16, 2017, City Council adopted Resolution No. 4849 approving a pre-qualified list of consulting firms for on-call engineering services. Hexagon was selected as one of the Traffic/Transportation Engineering firms.

Hexagon is familiar with the City of East Palo Alto, has worked on various development project reviews, traffic studies, and completed the City's Mobility Study in 2020.

The work under this contract will be used for on-call traffic engineering support services. This includes traffic surveys in accordance with the Manual of Uniform Traffic Control Devices (MUTCD); preparation of traffic striping or signal plans related to Capital improvements or regular maintenance; assistance with transportation related grant applications, establishment of a permit parking program and other traffic related on-call work such as performing traffic counts.

Permit Parking Program

As part of the 2020 Mobility Study, parking issues and traffic issues were studied city-wide. A neighborhood parking study was conducted, and it included a parking occupancy survey of different neighborhoods around the City.

One of the parking solutions recommended was a Neighborhood Permit Parking Program and a draft permit parking ordinance was included in the Mobility Study. Over the last several months, staff has been working towards a draft permit parking program policy. Because of Hexagon's past and present work on supporting staff with the establishment of a Citywide Permit Parking Program Policy, it is recommended that the normal bid procedures be waived.

Staff is proposing to bring forth a draft permit parking ordinance to City Council by the Summer of 2024, and professional support is needed in order to accomplish this. The adoption of a permit parking program is a City Council priority for the Public Works Department.

In addition to the permit parking program policy, support is also required on various on-call traffic related matters such as traffic surveys, traffic studies, traffic plans (signals and striping), grant applications, and other traffic related on-call work. Hexagon's past work on the Mobility Study will assist the City accomplish its work in a streamlined manner.

Fiscal Impact

There is a fiscal impact of $60,000. Staff recommend appropriating a total of $60,000 from the CIP fund in FY23-24 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

Awarding this contract is not a project under The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) because the action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Government Code § 84308

Applicability of Levine Act: No, as the consultant agreement was the result of competitive bidding for on-call engineering services, including a traffic consultant.

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 HEXAGON TRANSPORTATION CONSULTANTS INC., IN A FORM TO BE APPROVED BY THE CITY ATTORNEY, FOR AN AMOUNT NOT TO EXCEED $60,000 TO PROVIDE PROFESSIONAL ON-CALL TRAFFIC ENGINEERING SERVICES

WHEREAS, the Public Works Department requires traffic engineering related services in order to perform its regular duties; and

WHEREAS, the Public Works Department has an approved list of consulting firms for on-call engineering services which was approved by City Council per Resolution No. 4849 and Hexagon was selected as one of the Traffic/Transportation Engineering firms for both public and private projects; and

WHEREAS, Hexagon Transportation Consultants, Inc. (Hexagon) completed the 2020 Mobility Study for the City of East Palo Alto ('City") and has extensive experience working in the City; and

WHEREAS, in the 2020 Mobility Study, parking issues were identified and the need for a permit parking program ordinance was established; and

WHEREAS, Hexagon drafted the draft permit parking ordinance as part of the 2020 Mobility Study; and

WHEREAS, a permit parking policy along with an ordinance needs to be finalized for City Council adoption; and

WHEREAS, the adoption of a permit parking program is a City Council priority; and

WHEREAS, in addition to the permit parking program policy, support is also required on various on-call traffic related matters such as traffic surveys, traffic studies, traffic plans (signals and striping), grant applications, and other traffic related on-call work; and

WHEREAS, staff recommends executing an agreement with Hexagon for support in the adoption of the citywide permit parking program ordinance and for on-call traffic engineering services.

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; and

2. Authorizes the City Manager to award to, negotiate and execute an agreement with MBH Architect, in a form approved by the City Attorney, for an amount not to exceed $60,000 for on-call professional traffic engineering services through December 31, 2026; and

3. Appropriates $60,000 from the CIP fund.

4. Finding that proposed action not a project under The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) because the action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

PASSED AND ADOPTED this 7th day of May 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: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Michelle Huang, Assistant Planner
Anwarbeg Mirza, City Engineer

SUBJECT: Approval of the Final Tract Map No. 21-002 (990 Garden Street)

Recommendation

The City Council should adopt a resolution that :

1. Approves the Final Tract Map (FM23-001) No. 21-002 (990 Garden Street) with Subdivision Improvement Agreement and a 25-foot by 66.28-foot street dedication;

2. Accepts the Subdivision Improvement Agreement and a 25-foot street dedication;

3. Directs the applicant to record the Final Tract Map as Tract No. 21-002 with the County of San Mateo; and

4. Finds that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15268(b)(3) – Approval of Final Subdivision Maps.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Priority: Promote Housing, Economic and Workforce Development

Background

The proposed project is a Final Map to merge two lots for a 1.3-acre parcel and create seven (7) fee-simple residential lots and one (1) lot for a common driveway with guest parking. The proposal also includes a subdivision agreement and a 25-foot by 66.28-foot street dedication.

The subdivision would facilitate the approved development of six two-story four-bedroom single-family residential units with attached Accessory Dwelling Units (ADUs) and two-car carports. In addition, the inclusion of a duplex on Lot 3 was approved by the City Council on February 15, 2022 to fulfill the project's inclusionary housing requirements as an alternative compliance, consistent with East Palo Alto Municipal Code (EPAMC) Chapter 18.37. The duplex would be subject to a subsequent ministerial permit, consistent with Senate Bill (SB) 91; SB 9 provides for a ministerial permit process for up to two units in the R-LD single family zoning district. The proposed Final Map is consistent with the Lot Merger and Tentative Map (LM21-001 and TPM21-002) approved by the Planning Commission on June 13, 2022 by Resolution No. PC 2022-07 (Attachment 2). A Design Review permit (DR20-012) was approved by the Planning Commission on January 23, 2023 by Resolution No. PC 2023-01 for the eight dwelling units (Attachment 3)[2].

Analysis

As required by the Subdivision Map Act and the East Palo Alto Municipal Code Section 18.54.010 et seq., after review and confirmation by various City departments, staff determined that the Final Map (Exhibit A) presented substantially conforms to the approved tentative map and its conditions have been met. Approval of a Final Map is ministerial as long as the Final Map is in substantial conformance with the approved Tentative Map. The Final Map also includes a Subdivision Improvement Agreement, describing any obligations for improvements by the subdivider and the payment of bonds by the subdivider for financial security to ensure these improvements are completed as described within the Subdivision Improvement Agreement (Exhibit B).

The submitted Final Tract Map (Tract Map No. 21-002) has been reviewed by the City of East Palo Alto Planning Division, Public Works Engineering Division, and the Public Works consultant, CSG. The Final Tract map is consistent with the approved Tentative Map, as described above. The subdivision is also consistent with the approved Design Review permit DR20-012. The Tract Map No. 21-002 is in compliance with the State Subdivision Map Act, City of East Palo Alto Municipal Code (EPAMC) Chapter 18.54, Conditions of Approval, and the General Plan.

Fiscal Impact

There is no fiscal impact associated with 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. Public notices of the project and hearing were mailed to property owners within 300 ft of the project site on April 23 - 25, 2024. The notice was published in the Palo Alto Daily News on April 27, 2024

[1] https://www.cityofepa.org/planning/page/sb-9-%E2%80%93-home-act
[2] https://eastpaloalto.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1835&Inline=True

Environmental

The approval of the final subdivision map for Tract Map No.21-002 is an exempt ministerial action pursuant to Public Resources Code Section 21080(b)(1) – a ministerial project proposed to be carried out or approved by public agencies and CEQA Guidelines Section 15268(b)(3) - approval of final subdivision maps. The previous Tentative Map and Design Review permits were found to be categorically exempt from the CEQA Guideline under Section 15332 in-fill development projects.

Government Code § 84308

Applicability of Levine Act: 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 Commissioners and the public of what staff knows of such contributions, and 2. Provide an opportunity for Commissioners to disclose any contribution they may have had.

Applicability of Levine Act: Yes

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution.

Exhibit:

A. Final Tract Map No. 21-002 (990 Garden Street)
B. Subdivision Improvement Agreement
C. Resolution No. PC 2022-07
D. Resolution No. PC 2023-01
E. Errata Sheet

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST, IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY OFFER TO DEDICATE, IN FEE SIMPLE, TO THE CITY OF EAST PALO ALTO FOR PUBLIC STREET PURPOSES, A PORTION OF SAID REAL PROPERTY, SAID PORTION BEING SHOWN HEREON AS A "25' WIDE STREET DEDICATION".

WE ALSO HEREBY DEDICATE TO THE PUBLIC AN EASEMENT FOR EMERGENCY VEHICLE ACCESS EASEMENT, OVER LOT A, SHOWN HEREON AS "EVAE".

LOT "A" IS RESERVED AS A PRIVATE STREET FOR THE COMMON USE OF THE FUTURE OWNERS OF THE SUBDIVISION, INCLUDING INGRESS/EGRESS AND CONSTRUCTION, MAINTENANCE, AND OPERATION OF PRIVATE UTILITIES, AND ANY OTHER USES, IN ACCORDANCE WITH THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS GOVERNING THE SUBDIVISION. SAID LOT SHALL BE CONVEYED BY DEED TO THE HOMEOWNERS ASSOCIATION.

AS OWNERS: GARDEN PLACE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

ANTHONY CARRASCO
MEMBER

RITA PARASNIS
MEMBER

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Santa Clara

ON April 1, 2024 BEFORE ME, Dennis S. Ro, A NOTARY PUBLIC

PERSONALLY APPEARED Anthony Carrasco
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE: Dennis Ro
NAME OF NOTARY (PLEASE PRINT): Dennis S. Ro
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2402956
MY COMMISSION EXPIRES: 05/03/2026

DENNIS S. RO
Notary Public - California
Santa Clara County
Commission # 2402956
My Comm. Expires May 3, 2026

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Santa Clara

ON April 1, 2024 BEFORE ME, Dennis S. Ro, A NOTARY PUBLIC

PERSONALLY APPEARED Rita Parasnis
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE: Dennis Ro
NAME OF NOTARY (PLEASE PRINT): Dennis S. Ro
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2402956
MY COMMISSION EXPIRES: 05/03/2026

DENNIS S. RO
Notary Public - California
Santa Clara County
Commission # 2402956
My Comm. Expires May 3, 2026

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. BHUPENDRA PATEL IN APRIL 2023.
I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Andrew K. Holmes 03/30/24
ANDREW K. HOLMES, PLS 4428 DATE

PROFESSIONAL LAND SURVEYOR
ANDREW K HOLMES
PLS 4428
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____M,

IN BOOK _____ OF MAPS, AT PAGE(S) _____, SAN MATEO COUNTY RECORDS.

AT THE REQUEST OF CHICAGO TITLE COMPANY.

FILE NO. _____ FEE _____

MARK CHURCH, COUNTY RECORDER

_____

DEPUTY

SOILS REPORT

REPORTS HAVE BEEN PREPARED BY EARTH SYSTEMS PACIFIC AS FOLLOWS;
1)A GEOTECHNICAL ENGINEERING STUDY DATED OCTOBER 5, 2021.
2)A SOIL INFILTRATION RATE TESTING REPORT DATED MARCH 25, 2022.
AND SIGNED BY AJAY SINGH, REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NO. GE 3057

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED JULY 23, 2018 AS DOCUMENT NO. 2018-057266 O.R. SAN MATEO COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP NO. 2021-002 AND JOINS IN ALL OFFERS OF DEDICATION HEREON.

Darlene LaCotti
DARLENE LA COTTI
VICE PRESIDENT

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Santa Clara

ON April 16, 2024, BEFORE ME, S. Manibusan, A NOTARY PUBLIC

PERSONALLY APPEARED Darlene LaCotti
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE: S. Ma
NAME OF NOTARY (PLEASE PRINT): S. Manibusan
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2433353
MY COMMISSION EXPIRES: January 7, 2027

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT ALL CONDITIONS OF APPROVAL OF THE TENTATIVE MAP, IMPOSED BY THE CITY PLANNING COMMISSION, HAVE BEEN MET.

ELENA LEE DATE
PLANNING MANAGER

CITY SURVEYOR'S STATEMENT

I, ANNE-SOPHIE TRUONG, CITY SURVEYOR FOR THE CITY OF EAST PALO ALTO, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THE SURVEY DATA SHOWN HEREON IS TECHNICALLY CORRECT.

04/18/2024
ANNE-SOPHIE TRUONG, ACTING CITY SURVEYOR DATE
PLS 8998

PROFESSIONAL LAND SURVEYOR
ANNE-SOPHIE
TRUONG
PLS 8998
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, ANWARBEG MIRZA, CITY ENGINEER OF THE CITY OF EAST PALO ALTO, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATION THEREOF; THAT THE MAP CONFORMS TO CHAPTER 2 OF THE SUBDIVISION MAP ACT; AND THAT THE MAP COMPLIES WITH ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

ANWARBEG MIRZA, CITY ENGINEER DATE
R.C.E. 79700

REGISTERED PROFESSIONAL ENGINEER
ANWARBEG MIRZA
NO. 79700
CIVIL
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO DID, BY RESOLUTION ADOPTED AT A REGULAR MEETING ON _____, APPROVE THE WITHIN MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION SUBJECT TO THE CONDITION THAT THE CITY IS NOT RESPONSIBLE OR LIABLE FOR ANY COST OR EXPENSE FOR ANY OFFER ACCEPTED UNLESS AUTHORIZED BY SEPARATE ACTION OF THE CITY COUNCIL.

JAMES COLIN DATE
CITY CLERK

CERTIFICATE OF DEDICATION

THE CITY OF EAST PALO ALTO SHALL RECONVEY THE 25' WIDE STREET DEDICATION OVER GARDEN STREET TO THE BELOW-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

AS OWNERS: GARDEN PLACE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
953 INDUSTRIAL AVENUE, PALO ALTO, CA 94303

TRACT MAP NO. 21-002

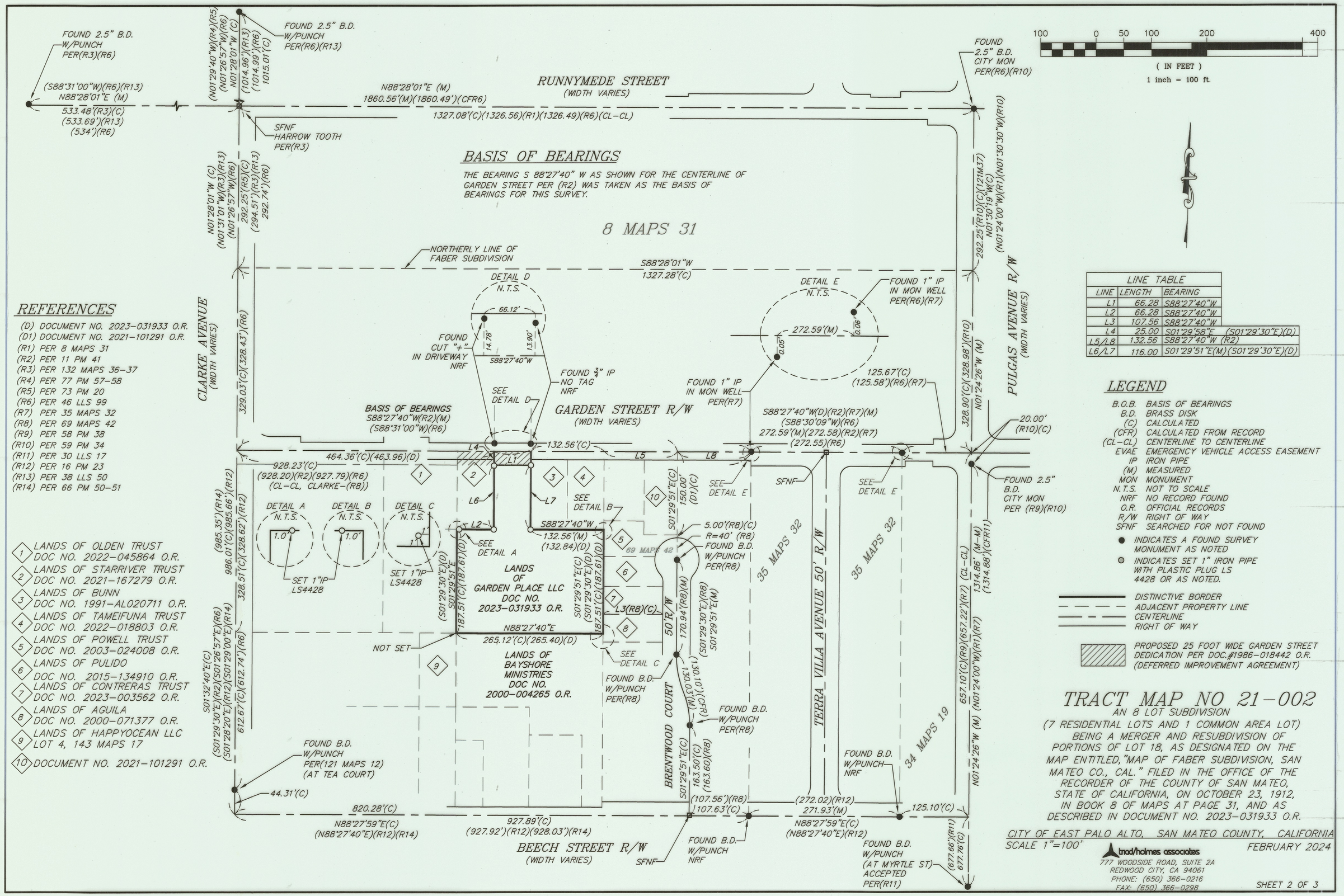
AN 8 LOT SUBDIVISION
(7 RESIDENTIAL LOTS AND 1 COMMON AREA LOT)

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOT 18, AS DESIGNATED ON THE MAP ENTITLED, "MAP OF FABER SUBDIVISION, SAN MATEO CO., CAL." FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON OCTOBER 23, 1912, IN BOOK 8 OF MAPS AT PAGE 31, AND AS DESCRIBED IN DOCUMENT NO. 2023-031933 O.R.

CITY OF EAST PALO ALTO SAN MATEO COUNTY CALIFORNIA

FEBRUARY 2024

trad/holmes associates
777 WOODSIDE ROAD, SUITE 2A
REDWOOD CITY, CA 94061
PHONE: (650) 366-0216
FAX: (650) 366-0298



REFERENCES

(D) DOCUMENT NO. 2023-031933 O.R.
(D1) DOCUMENT NO. 2021-101291 O.R.
(R1) PER 8 MAPS 31
(R2) PER 11 PM 41
(R3) PER 132 MAPS 36-37
(R4) PER 77 PM 57-58
(R5) PER 73 PM 20
(R6) PER 46 LLS 99
(R7) PER 35 MAPS 32
(R8) PER 69 MAPS 42
(R9) PER 58 PM 38
(R10) PER 59 PM 34
(R11) PER 30 LLS 17
(R12) PER 16 PM 23
(R13) PER 38 LLS 50
(R14) PER 66 PM 50-51

1. LANDS OF OLDEN TRUST DOC NO. 2022-045864 O.R.
2. LANDS OF STARRIVER TRUST DOC NO. 2021-167279 O.R.
3. LANDS OF BUNN DOC NO. 1991-AL020711 O.R.
4. LANDS OF TAMEIFUNA TRUST DOC NO. 2022-018803 O.R.
5. LANDS OF POWELL TRUST DOC NO. 2003-024008 O.R.
6. LANDS OF PULIDO DOC NO. 2015-134910 O.R.
7. LANDS OF CONTRERAS TRUST DOC NO. 2023-003562 O.R.
8. LANDS OF AGUILA DOC NO. 2000-071377 O.R.
9. LANDS OF HAPPYOCEAN LLC LOT 4, 143 MAPS 17
10. DOCUMENT NO. 2021-101291 O.R.

LINE TABLE		
LINE	LENGTH	BEARING
L1	66.28	S88°27'40"W
L2	66.28	S88°27'40"W
L3	107.56	S88°27'40"W
L4	25.00	S01°29'58"E (S01°29'30"E)(D)
L5/L8	132.56	S88°27'40"W (R2)
L6/L7	116.00	S01°29'51"E(M)(S01°29'30"E)(D)

LEGEND

B.O.B. BASIS OF BEARINGS
B.D. BRASS DISK
(C) CALCULATED
(CFR) CALCULATED FROM RECORD
(CL-CL) CENTERLINE TO CENTERLINE
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
IP IRON PIPE
(M) MEASURED
MON MONUMENT
N.T.S. NOT TO SCALE
NRF NO RECORD FOUND
O.R. OFFICIAL RECORDS
R/W RIGHT OF WAY
SFNF SEARCHED FOR NOT FOUND

● INDICATES A FOUND SURVEY MONUMENT AS NOTED
○ INDICATES SET 1" IRON PIPE WITH PLASTIC PLUG LS 4428 OR AS NOTED.

DISTINCTIVE BORDER
ADJACENT PROPERTY LINE
CENTERLINE
RIGHT OF WAY

PROPOSED 25 FOOT WIDE GARDEN STREET DEDICATION PER DOC.#1986-018442 O.R. (DEFERRED IMPROVEMENT AGREEMENT)

TRACT MAP NO 21-002

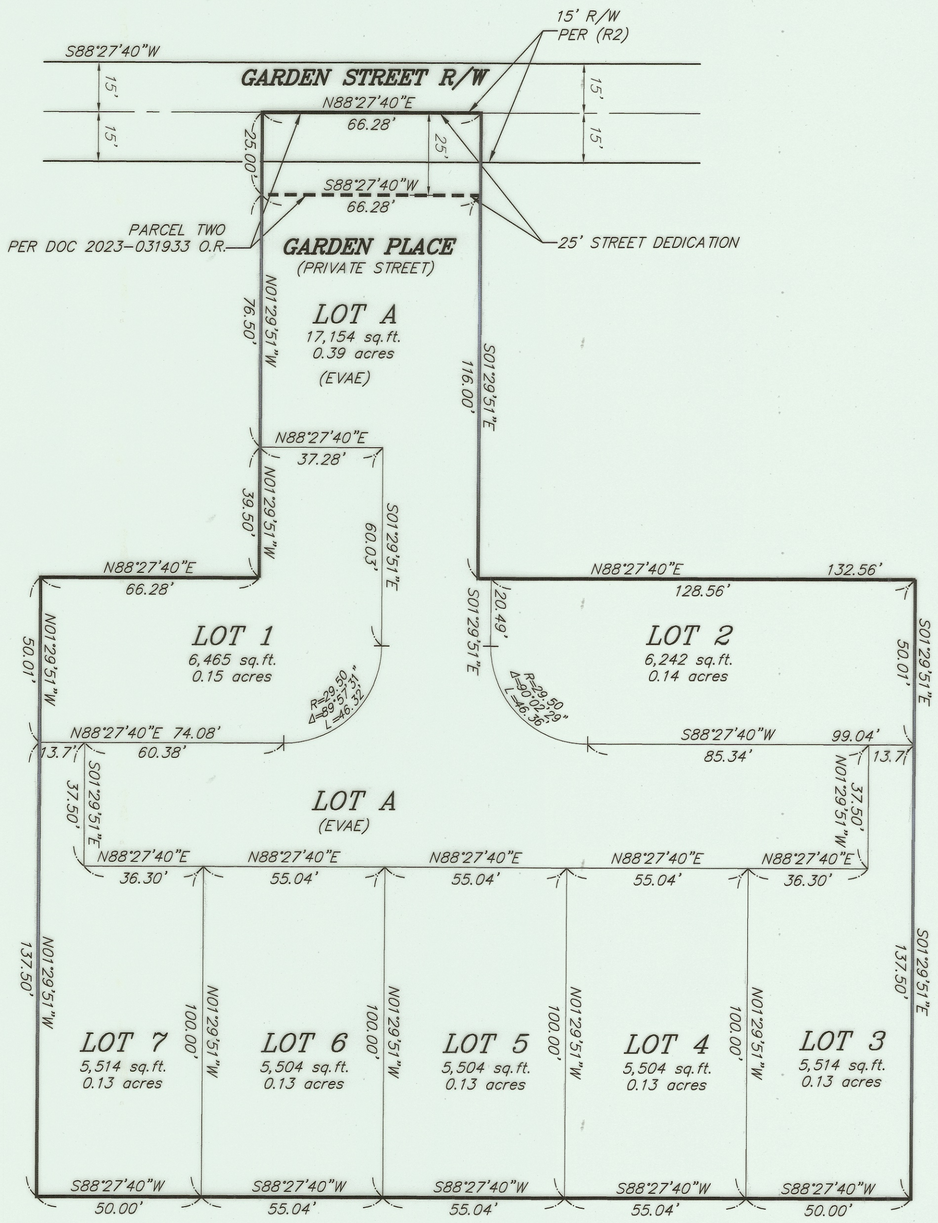
AN 8 LOT SUBDIVISION

(7 RESIDENTIAL LOTS AND 1 COMMON AREA LOT) BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOT 18, AS DESIGNATED ON THE MAP ENTITLED, "MAP OF FABER SUBDIVISION, SAN MATEO CO., CAL." FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON OCTOBER 23, 1912, IN BOOK 8 OF MAPS AT PAGE 31, AND AS DESCRIBED IN DOCUMENT NO. 2023-031933 O.R.

CITY OF EAST PALO ALTO, SAN MATEO COUNTY, CALIFORNIA

SCALE 1"=100' FEBRUARY 2024

trad/holmes associates
777 WOODSIDE ROAD, SUITE 2A
REDWOOD CITY, CA 94061
PHONE: (650) 366-0216
FAX: (650) 366-0298



30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

DISTINCTIVE BORDER (PARCEL ONE AND TWO PER DOC NO. 2023-031933 O.R.)

PARCEL TWO PER DOC NO. 2023-031933 O.R.

LOT LINES

CENTERLINE

RIGHT OF WAY

1. THE AREA WITHIN THE BOUNDARY LINE IS 57,401 SQ.FT. 1.32 ACRES
2. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

TRACT MAP NO 21-002

AN 8 LOT SUBDIVISION

(7 RESIDENTIAL LOTS AND 1 COMMON AREA LOT)

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOT 18, AS DESIGNATED ON THE MAP ENTITLED,"MAP OF FABER SUBDIVISION, SAN MATEO CO., CAL." FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON OCTOBER 23, 1912, IN BOOK 8 OF MAPS AT PAGE 31, AND AS DESCRIBED IN DOCUMENT NO. 2023-031933 O.R.

CITY OF EAST PALO ALTO SAN MATEO COUNTY CALIFORNIA

FEBRUARY 2024

tract/holmes associates
777 WOODSIDE ROAD, SUITE 2A
REDWOOD CITY, CA 94061
PHONE: (650) 366-0216
FAX: (650) 366-0298

RESOLUTION NO. 2024 -

A RESOLUTION OF THE EAST PALO ALTO CITY COUNCIL APPROVING THE FINAL TRACT MAP (FM23-001), AND ACCEPTING A 25-FOOT STREET DEDICATION AND A SUBDIVISION IMPROVEMENT AGREEMENT AT 990 GARDEN STREET, EAST PALO ALTO

WHEREAS, on June 13, 2022, the City of East Palo Alto Planning Commission approved a Lot Merger (LM21-001) to merge two pre-existing parcels and a Tentative Tract Map (TTM21-002) pursuant to Resolution No. PC 2022-07 to subdivide the approximately 1.32-acre merged parcel into seven residential lots and one common lot; and

WHEREAS, on September 5, 2023, the applicant, Abha Nehru on behalf of Garden Place LLC, applied for a Final Tract Map (FM23-001) to create seven residential lots and one lot to be used in common by all seven residential lots; and

WHEREAS, the Final Tract Map No. 21-002 has been found to be consistent with the Tentative Tract Map approved by the Planning Commission on June 13, 2022 and in substantial compliance with the Subdivision Map Act, City ordinances, and conditions of approval.

WHEREAS, subsequent to City Council approval, the Final Tract Map would be recorded, with the San Mateo County Recorder, as Tract No. 21-002, to memorialize the creation of the seven residential lots and one common lot, with a 25-foot by 66.28-foot street dedication; and

WHEREAS, a Subdivision Improvement Agreement ("Agreement") between the City and Garden Place LLC is required prior to Final Tract Map approval per the East Palo Alto Municipal Code (EPAMC) Sections 18.50.010 and 18.54.010 et seq., and the Conditions of Approval of the Tentative Map have been acknowledged and signed by Garden Place LLC, and presented to the City for approval and signature; and

WHEREAS, the Agreement includes an amount of $582,975.00 necessary for the guarantee and warranty of the required public off-site improvements for a period of one year following acceptance thereof against any defective work or labor done or materials furnished; and

WHEREAS, all sureties or bonds offered as security for labor and material and for the faithful performance of the agreement be in an amount equal to one hundred percent (100%) of the estimated cost of the improvements or the act to be performed.

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

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;

2. Approves the Final Tract Map (FM23-001) No. 21-002 (990 Garden Street) with Subdivision Improvement Agreement and a 25-foot street dedication and direct the applicant to record the Final Map with the County of San Mateo;

3. Accepts the Subdivision Improvement Agreement and a 25-foot street dedication; Directs the applicant to record the Final Tract Map as Tract No. 21-002 with the County of San Mateo; and

4. Finds that the project is Exempt from the California Environmental Quality Act (CEQA) under Section 15268(b)(3) – Approval of Final Subdivision Maps.

ADOPTED on this 7th day of May 2024, by the following vote**:**

AYES:
NOES:
ABSTAINED:
ABSENT:

SIGNED:

Antonio Lopez, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

RESOLUTION NO. PC 2022-07

A RESOLUTION OF THE EAST PALO ALTO PLANNING COMMISSION RECOMMENDING APPROVAL OF AN SEVEN LOT RESIDENTIAL SUBDIVISION AND ONE COMMON LOT AT 990 GARDEN STREET, EAST PALO ALTO

WHEREAS, the application pertains to an approximately 1.32 acres parcel located at 990 Garden Street, East Palo Alto, Assessor's Parcel Number (APN: 063-244-420 and 063-244-450); and

WHEREAS, the application was originally received on August 24, 2021, and proposes to create seven residential lots and one common lot for vehicular access; and

WHEREAS, the current owner of the subject property is Garden Place LLC; and

WHEREAS, the Planning Commission held a Public Hearing on Lot Merger and Tentative Parcel Map (LM21-001 and TPM21-002) on June 13, 2022;

NOW, THEREFORE, BE IT RESOLVED THAT THE EAST PALO ALTO PLANNING COMMISSION hereby:

1. **Approves** Lot Merger and Tentative Parcel Map (LM21-001 and TPM21-002) based on the findings listed in the staff report and subject to the standard requirements and attached conditions of approval; and

2. **Finds** that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15332.

ADOPTED on this 13th day of June 2022, by the following vote:

AYES: Brown-Austin, Bello, Mendez, Mashack, Allen-Fisk, Sherrard, Smith
NOES:
ABSTAINED:
ABSENT:

SIGNED:

Javanni Brown-Austin, Chair

ATTEST:

Salani Wendt
Planning Commission Clerk

APPROVED AS TO FORM:

Valerie J. Armento
Interim City Attorney

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of East Palo Alto, a municipal corporation, ("City") and GARDEN PLACE, LLC, a California limited liability company ("Subdivider") on _____, 20____ (the "Effective Date").

RECITALS

WHEREAS, the application for tentative Tract Map No. _21-002 was conditionally approved on _June 13th, 2022 pursuant to Resolution No. PC 2022-07("Tentative Map"); and

WHEREAS, in accordance with the Subdivision Map Act (Cal. Gov. Code sections 66410 et seq.) and the City's subdivision ordinance (Title 18 of the City's Development Code), the Subdivider has submitted to the City a Final Map ("Final Map") for the Project known as Garden Place ("Project"). The Final Map was approved by the City Council on _____ pursuant to Resolution No. ____ and is incorporated herein by reference; and

WHEREAS, the tentative Map was subject to specified conditions of approval ("Conditions"), which are incorporated herein by reference and which describe and require Subdivider to do and perform certain works of improvement (the "Work" as defined in section 1 below); and

WHEREAS, pursuant to the Subdivision Map Act (Cal. Gov. Code section 66452), the City's subdivision ordinance, and applicable City laws and standards, Subdivider has requested to execute this Agreement in order to obtain approval of the Final Map; and

WHEREAS, this Agreement identifies the Work, the time for completion of the Work, and other rights and obligations of the City and Subdivider and is intended to assure that the Work will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City; and

WHEREAS, Subdivider declares that it is familiar with the pertinent regulations contained in the City's Municipal Code, including the Development Code, and in the Subdivision Map Act and agrees to comply therewith; and

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council, the parties hereto mutually covenant and agree as follows:

1. **Work:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements set forth in Exhibit A (the "Work") to the satisfaction of the City Engineer of the City. The Work may include, but is not limited to, grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as

shown in detail upon plans, profiles, and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer.

The Work is estimated to cost five hundred eighty two thousand nine hundred seventy five dollars ($ 582,975.00) as shown on Exhibit B. No change shall be made to the Work unless authorized in writing by the City Engineer.

2. **Security:**

Concurrently with execution of this Agreement and prior to commencement of any Work, Subdivider shall furnish good and sufficient security as required by the Subdivision Map Act on forms approved by City in the following amounts:

a. To ensure a faithful performance of this Agreement in the amount of 100% of the estimated cost the Work as identified in Exhibit B; and

b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this Agreement in the amount of 100% of the estimated cost of the Work as identified in Exhibit B; and

c. To guarantee or warranty the Work for a period of one (1) year following acceptance thereof by City against any defective Work or labor done or defective materials furnished in the amount of 20% of the estimated cost of the Work as identified in Exhibit B; and

d. To warranty the setting of required subdivision monuments within one year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown on Exhibit B.

e. To guarantee the landscape maintenance of all landscape components of the Work for a period of one year (1) year following acceptance of thereof by the City.

The terms of the security documents required by this Agreement are hereby incorporated in this agreement by reference and copies attached hereto.

Any alteration or alterations made to the Work or to any provision of this Agreement shall not operate to release any surety or sureties from liability on any security required by this Agreement and made a part hereof, and consent to make such alterations is hereby given, and the sureties to such bonds waive the provisions of Section 2819 of the California Civil Code.

The security guaranteeing performance required by section 2(a) above will be released upon acceptance of the Work by the City Council. The City Council, in its sole and absolute discretion, may release a portion of this security as the Work progresses upon application therefor by the Subdivider.

The security guaranteeing payment to contractor, sub- contractors and to persons furnishing labor, materials or equipment required by section 2(b) above will be released 6 months after acceptance of the Work by the City Council, less the total of any properly noticed claims. The security warranting the Work for one (1) year, the security warranting the subdivision monuments, and the security guaranteeing landscape maintenance required by sections 2(c) through 2(e) above will be released one (1) year following acceptance of the Work by the City Council, less the total of any properly noticed claims.

3. **Time of Completion:**

All of the Work shall be completed within 24 months of the Effective Date of this Agreement. If the Work is not completed within this time period because of acts of God, the public enemy, fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider may be entitled to an extension beyond the specified time period for a period equal to the length of such delay if Subdivider requests the extension in writing within ten days of the beginning of such delay. The City Engineer shall approve any such extension upon determining that the request is warranted pursuant to this section 3. If an extension time is granted it shall in no way affect the validity of this Agreement or release the surety on the securities referenced herein. The time for completion may be extended by the City Engineer, in writing, for good cause shown by the Subdivider.

In the event that Subdivider fails to complete the Work within the required period or any approved extension, the City may complete the Work and shall be entitled to recover the full cost and expenses thereof from Subdivider or its surety as herein provided. If the City pursues completion of the Work, the City may require Subdivider or its surety to pay the City sufficient monies to cover the City's cost in completing the Work in advance of starting construction.

In the event that Subdivider fails to commence the Work prior to the date on which completion is due, City shall notify the Subdivider in writing that Subdivider has 30 days to complete the Work or request an extension. If Subdivider fails to cure or so request, or if City determines that an extension is not warranted, the Subdivider shall, upon written request from the City, consent to the reversion to acreage of all real property described in the Final Map and bear all of City's costs of processing such reversion.

4. **Effective Date of Agreement:**

The Effective Date of this Agreement is identified in the first paragraph. Notwithstanding the foregoing, this Agreement shall not become effective unless and until the City Council has accepted Subdivider's Tentative Map and Final Map and approved the Final Map for recordation by the County Recorder of the County of San Mateo.

5. **Utility Deposits - Statements:**

Prior to the commencement of any Work, the Subdivider **must file** a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility

for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the Work. Subdivider shall comply with all local, state, and federal laws whether or not said laws are expressly stated in this Agreement.

7. **Maintenance and Ownership of Work:**

Until the Work is accepted by the City as complete and all applicable warranty periods have expired, the Subdivider shall diligently perform necessary maintenance of the Work area and all Final Map property at Subdivider's sole cost and expense, including but not limited to maintenance concerning soil erosion control, drainage, berms and streets, removal of weeds and debris, sewers, and water and storm drains.

All Work constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the Work by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the Work, and other acts may be subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all Work or any other obligations hereunder. The Work shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the Work in a good workmanlike manner and in accordance with responsible and accepted construction practices.

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all Work or shall designate a competent foreman or superintendent approved by the City Engineer to supervise the Work at all times during progress and with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all Work until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider is responsible for the replacement, repair, or cost of replacement or repair for all survey monuments or for any and all property damaged or destroyed by reason of any Work

done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person or by combination of owners. Any such repair or replacement shall be completed in a reasonable manner before acceptance of the Work by the City Council and release of any security, and shall be subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the Work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All Work shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed that the City Engineer shall have the right to reject any or all of the Work to be performed under this Agreement if such Work does not conform to the plans and specifications approved by the City Engineer or the City's Codes and standards.

13. **Indemnification:**

Subdivider agrees to indemnify, defend, and hold harmless the City (including the City Council, City Engineer, and all other City officers, employees and agents) from any and all costs, expenses, claims, injuries, deaths, liabilities or damage (including court costs and attorney's fees) known or unknown to persons or property heretofore or hereafter to the extent arising out of the performance of the Work or other obligations in the furtherance of this Agreement by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees.

14. **Insurance:**

Prior to the commencement of any Work pursuant to this Agreement, Subdivider or Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the Work or which may result from any of the Work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than $250,000 for all damages arising out of bodily injury to a death of one person and not less than $1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than $3,000,000 for all damages and/or destruction of property in any one occurrence and not less than $6,000,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this Agreement. The policy shall state by its terms and by an endorsement that it shall not be cancelled until the City have had at least ninety (90) days' notice in writing of such cancellation.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements, and Work located in the area of the Work depicted on Exhibit B shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed Work, provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the Work.

16. **Other Subdivider Fees and Expenses:**

The Subdivider shall pay these additional fees and expenses:

a. The Subdivider shall cause to be made and/or pay for soil tests made by a reputable geotechnical consultant/firm to determine stability, gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature and design of the Work. The Subdivider shall also pay for compaction tests necessary to determine that all fill Work and the utility trench backfill has been satisfactorily placed.

b. All service (including plan check and inspection), impact and connection fees as established by City shall be paid for each lot in the subdivision in accordance with the City Code.

c. Subdivider must apply for and obtain all necessary permits from the City and other agencies as applicable for the Work. Subdivider agrees to pay current related development fees to the City, East Palo Alto Sanitary District, American Water, Menlo Park Fire Protection District and other affected agencies, including but not limited to: below market rate fees, street drainage fees, grading and erosion control fees, water impact fees and encroachment fees, and school impact fees. All applicable fees shall be paid prior to the issuance of grading and building permits.

17. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed that Subdivider and Subdivider's contractors are not agents or employees of the City. Subdivider and its contractors are independent contractors.

18. **Verification of Satisfactory Completion and Acceptance of Work:**

Upon the satisfactory completion of the Work by the Subdivider, the City Engineer shall verify that all Work has been satisfactorily completed. Following such verification, acceptance of the work by the City Council shall be placed on a City Council meeting agenda.

19. **Repair or Reconstruction of Defective Work:**

If within one year of the City Council's acceptance of the Work any of the Work fails to fulfill any of the requirements of this Agreement or the plans or specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider under this Agreement.

20. **Notice of Completion:**

Upon approval of the Work by the City Engineer and acceptance by the City Council, the Subdivider shall file with the County Recorder a Notice of Completion of the Work.

21. **Filing of Improvement Plans:**

Upon completion of the Work but prior to final acceptance of the Work by the City Council, the Subdivider shall supply the City with one Mylar (4 mils) set of "record" drawings. These drawings shall be certified and shall reflect the Work as constructed, with any and all changes incorporated therein.

22. **Notices:**

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective parties as follows:

To City:
City Engineer
2415 University Avenue
East Palo Alto, CA 94303

To Subdivider:
Garden Place,LLC
953 Industrial Ave #100
Palo Alto, CA 94303

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail sent to the address designated above.

23. **Warranties:**

Without limiting the foregoing or any other provision of this Agreement, Subdivider warrants and guarantees the materials used and workmanship performed on said Work for a period of one year after acceptance thereof by the City. Subdivider also warrants and guarantees the setting of all required Final Map monuments and agrees to maintain all required landscaping in a vigorous and thriving condition until acceptance thereof by the City Council. In connection herewith, Subdivider shall submit appropriate security in accordance with section 2(c) herein.

24. **Assignment:**

Neither this Agreement nor any portion thereof shall be transferred, delegated, or assigned by Subdivider without written consent of City.

25. **Modifications:**

This Agreement may not be modified orally or in any manner other than by an agreement in writing, signed by the City and Subdivider.

26. **Waiver:**

Waiver or breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other term or provision of this Agreement.

27. **Severability:**

In the event any term or provision of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term and the remainder of this Agreement shall remain in effect.

28. **Jurisdiction and Venue:**

The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

29. **Entire Agreement:**

This Agreement, including all exhibits and documents incorporated herein, comprises the enti integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations, and agreements.

30. **Signatures:**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the Subdivider and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. **Attorney's Fees:**

In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the City and Subdivider, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER **CITY OF EAST PALO ALTO**

GARDEN PLACE, LLC

By: _____ _____ Melvin Gaines, CITY MANAGER

By: Rita Parasnis Attest:_____

James Colin, CITY CLERK

By: Anthony Carrasco

APPROVED AS TO FORM:
By: _____
John Le, CITY ATTORNEY

(Attached Notary Acknowledgement)
APPROVED AS TO CONTENT:By:_____ Anwarbeg Mirza, CITY ENGINEER

Attachments: (1) Exhibit "A" - Required Improvements (the Work)
(2) Exhibit "B" - Engineer's Estimate
(3) Securities Forms

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 03/27/2024 before me, Dennis S. Ro, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rita Parasnis and Anthony Carrasco
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DENNIS S. RO
Notary Public - California
Santa Clara County
Commission # 2407956
Comm. Expires May 3, 2026

Signature Dennis Ro
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Subdivision Improvement Agreement Document Date: 03/27/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SUBDIVISION IMPROVEMENT AGREEMENT

EXHIBIT "A"

REQUIRED IMPROVEMENTS (WORK)

The Work is described and depicted on the attached plans and specifications, incorporated herein by reference, and includes the following:

A. All those improvements required to be completed as a condition of approval of the Tentative Map and any requirements of the Specific Plan.

B. Removal of undesirable, dangerous and dead plant materials and roots subject to compliance with a tree removal permit.

C. All on and off-site grading as specified on the approved grading plan.

D. Relocation of all public utilities structures as necessary to properly construct the required improvements.

E. Street improvements shall be constructed as shown on the approved engineered plans and in accordance with City Standards.

F. Sanitary sewers shall be constructed as shown on the approved engineered plans and in accordance with City Standards.

G. Storm drains shall be constructed as shown on the approved engineered plans and in accordance with City Standards.

H. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved engineered plans and in accordance with the serving purveyor's Standards.

I. Underground installation of all electrical, telephone, cable television and any other energy or communication lines, which abut or are within the project site.

J. A street lighting system in accordance with City Standards.

K. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

L. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved engineered plans and in accordance with City Standards.

M. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved engineered plans and in accordance with City Standards.

N. Street signs at intersections per the City Standards.

O. Installation of approved irrigation and landscaping (plants and materials).

P. Setting monuments as required by the State and Local Codes.

Q. Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or with any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

Attachments:

Approved plans and specifications

Bond No.
Premium $

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

WHEREAS, the City Council of the City of East Palo Alto, State of California, and, GARDEN PLACE, LLC ("Principal") have entered into an agreement dated _____(the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of East Palo Alto to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of East Palo Alto in the sum offive hundred eighty two thousand nine hundred seventy five dollars ($582,975), to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of East Palo Alto, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, its, successors or assigns, to the satisfaction of the City of East Palo Alto in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of East Palo Alto in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this day of .

PRINCIPAL GARDEN PLACE, LLC,

By: Anthony Carrasco
Rita Parasnis

(NOTARIZATION AND SEAL) SURETY

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 03/27/2024 before me, Dennis S. Ro, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rita Parasnis and Anthony Carrasco
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DENNIS S. RO
Notary Public - California
Santa Clara County
Commission # 2402956
My Comm. Expires May 3, 2026

Signature Dennis Ro
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Security Bond For Faithful Performance
Title or Type of Document: of Subdivision Agreement Document Date: 03/27/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Bond No.
Premium $

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

WHEREAS, the City Council of the City of East Palo Alto, State of California, and GARDEN PLACE, LLC ("Principal") have entered into an agreement dated , (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of East Palo Alto to secure the claims allowed in California Civil Code Sections 3082 et seq.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of East Palo Alto and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of five hundred eighty two thousand nine hundred seventy five dollars ($582,975.00) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgment entered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, its successors or assigns, to the satisfaction of the City of East Palo Alto. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this day of .

PRINCIPAL GARDEN PLACE, LLC,

By:

Rita Parasnis

Anthony Carrasco

(NOTARIZATION AND SEAL) SURETY

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 03/27/2024 before me, Dennis S. Ro , Notary Public ,
Date *Here Insert Name and Title of the Officer*

personally appeared Rita Parasnis and Anthony Carrasco
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DENNIS S. RO
Notary Public - California
Santa Clara County
Commission # 2402956
My Comm. Expires May 3, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Security Bond For Labor and Materials
Title or Type of Document: of Subdivision Agreement Document Date: 03/27/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Bond No.
Premium $

SUBDIVISION WARRANTY OBLIGATION BOND

WHEREAS, The City Council of the City of East Palo Alto, State of California, and, GARDEN PLACE, LLC ("Principal") have entered into an agreement dated (the "Agreement") which is incorporated herein by referenced, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required **to file before acceptance of improvements** by the City of East Palo Alto a good and sufficient payment bond with the City of East Palo Alto to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of East Palo Alto in the sum of Fifty eight thousand two hundred ninety seven dollars ($ 58,297) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of East Palo Alto, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, its successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of East Palo Alto in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgment upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this day of .

PRINCIPAL

GARDEN PLACE, LLC,

By: Rita Parasnis

Anthony Carrasco

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 03/27/2024 before me, Dennis S. Ro, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rita Parasnis and Anthony Carrasco
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DENNIS S. RO
Notary Public - California
Santa Clara County
Commission # 2402956
My Comm. Expires May 3, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Subdivision Warranty Obligation Bond
Title or Type of Document: _____ Document Date: 03/27/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RESOLUTION NO. PC 2023-01

A RESOLUTION OF THE EAST PALO ALTO PLANNING COMMISSION APPROVING THE DESIGN REVIEW OF SIX TWO-STORY SINGLE-FAMILY UNITS AT 990 GARDEN STREET, EAST PALO ALTO

WHEREAS, the application pertains to an approximately 1.32 acres parcel located at 990 Garden Street, East Palo Alto, Assessor's Parcel Number (APN: 063-244-420 and 063-244-450); and

WHEREAS, the application proposes to develop six two-story single-family units with an attached carport and two uncovered parking spaces; and

WHEREAS, the Planning Commission approved Lot Merger and Tentative Parcel Map (LM21-001 and TPM21-002) on June 13, 2022 and continued the Design Review (DR20-012); and

WHEREAS, the Planning Commission discussed the Design Review (DR20-012) on October 24, 2022 and continued the item to December 12, 2022; and

WHEREAS, the Planning Commission on December 12, 2022 continued the Design Review (DR20-012) to January 23, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE EAST PALO ALTO PLANNING COMMISSION HEREBY:

1. Approves Design Review (DR20-012) based on the findings listed in this staff report and subject to the standard requirements and attached conditions of approval; and

2. Finds that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Section 15332.

ADOPTED on this 23rd day of January 2023, by the following vote**:**

AYES: Brown-Austin, Allen-Fisk, Mashack, Q.Smith, Nicholas

NOES: N/A

ABSTAIN: N/A

ABSENT: Sherrard, Mendez

SIGNED:

Michael Mashack, Acting Chair

ATTEST:

Salani Wendt, Secretary

APPROVED AS TO FORM:

John D. Lê, City Attorney

Exhibit E – Errata Sheet

Corrections to the 990 Garden Staff Report and Resolution No PC 2022-07 dated June 13, 2022:

Item	Page #, Paragraph and Sentence	Current Language	Corrected Language
1	p.4, Recommendation Section, first recommendation	Approving Lot Merger, Tentative Parcel Map, and Design Review (LM21-001, TPM21-002, DR20-012)…	Approving Lot Merger, Tentative Tract Map, and Design Review (LM21-001, TTM21-002, DR20-012)…
2	p.6, bottom of page, bolded header 1	**Parcel Merger and Tentative Parcel Map**	**Parcel Merger and Tentative Tract Map**
3	p.7, first paragraph, sentence 2.	Section 18.52.060 requires specific findings to be made for tentative parcel map approval	Section 18.52.060 requires specific findings to be made for tentative tract map approval
4	p.7, second italic subheader	*Tentative Parcel Map*	*Tentative Tract Map*
5	p.9, paragraph 1, sentence 2	A subsequent tentative parcel map would create seven residential lots and one common lot…	A subsequent tentative tract map would create seven residential lots and one common lot…
6	p.9, paragraph 2, sentence 1	The proposed lot merger and subsequent tentative parcel map have been fully evaluated to avoid conflicts with any public access easements.	The proposed lot merger and subsequent tentative tract map have been fully evaluated to avoid conflicts with any public access easements.
7	p.9, paragraph 5, sentence 2	A subsequent tentative parcel map would create seven residential lots and one common lot with the R-LD zoning and LDR General Plan designations, with a density of 5.3.	A subsequent tentative tract map would create seven residential lots and one common lot with the R-LD zoning and LDR General Plan designations, with a density of 5.3.
8	p.18, Resolution, line 4	**WHEREAS**, the Planning Commission held a Public Hearing on Lot Merger, Tentative Parcel Map, and Design Review (LM21-001, TPM21-002, and DR20-012) on June 13, 2022	**WHEREAS**, the Planning Commission held a Public Hearing on Lot Merger, Tentative Tract Map, and Design Review (LM21-001, TTM21-002, and DR20-012) on June 13, 2022

9	p.18, Resolution, line 6	**Approves** Lot Merger, Tentative Parcel Map, and Design Review (LM21-001, TPM21-002, and DR20-012) based on the findings listed in this staff report and subject to the standard requirements and attached conditions of approval;	**Approves** Lot Merger, Tentative Tract Map, and Design Review (LM21-001, TTM21-002, and DR20-012) based on the findings listed in this staff report and subject to the standard requirements and attached conditions of approval;
10	p.20, paragraph 1, sentence 1	The Review Authority may approve, conditionally approve, or deny the Lot Merger, Tentative Parcel Map, and Site Plan and Design Review…	The Review Authority may approve, conditionally approve, or deny the Lot Merger, Tentative Tract Map, and Site Plan and Design Review…
11	p.20, bolded underlined header 1	**Parcel Merger and Tentative Parcel Map Findings**	**Parcel Merger and Tentative Tract Map Findings**
12	p.20, paragraph 2, sentence 4	City of East Palo Alto Municipal Code (EPAMC) Section 18.52.060 requires specific findings to be made for tentative parcel map approval.	City of East Palo Alto Municipal Code (EPAMC) Section 18.52.060 requires specific findings to be made for tentative tract map approval.
13	p.20, second italic subheader	*Tentative Parcel Map*	*Tentative Tract Map*
14	p.23, paragraph 1, sentence 3	The proposed tentative parcel map would subsequently create seven residential lots and one private lot…	The proposed tentative tract map would subsequently create seven residential lots and one private lot…
15	p.23, paragraph 2, sentence 1	The proposed lot merger and subsequent tentative parcel map have been fully evaluated to avoid conflicts with any public access easements.	The proposed lot merger and subsequent tentative tract map have been fully evaluated to avoid conflicts with any public access easements.
16	p.24, paragraph 1, sentence 2	A subsequent tentative parcel map would create seven residential lots and one common lot with the R-LD zoning and LDR General Plan designations	A subsequent tentative tract map would create seven residential lots and one common lot with the R-LD zoning and LDR General Plan designations
17	p.30, Planning Division Condition of Approval # 2	2. The cover page of the Parcel Map shall indicate that the Planning Manager has certified that all the conditions of approval of this Tentative Parcel Map have been complied with.	2. The cover page of the Tract Map shall indicate that the Planning Manager has certified that all the conditions of approval of this Tentative Tract Map have been complied with.
18	p.30, Planning Division	10. A Final/Parcel Map shall be submitted for review and approval	10. A Final Tract Map shall be submitted for review and

	Condition of Approval # 10	by the City Council. The Parcel Map shall comply with the regulations of the East Palo Alto Subdivision Ordinance, the Subdivision Map Act, and these conditions of approval. The Parcel Map shall be drawn in substantial compliance with the approved Tentative Parcel Map.	approval by the City Council. The Parcel Map shall comply with the regulations of the East Palo Alto Subdivision Ordinance, the Subdivision Map Act, and these conditions of approval. The Tract Map shall be drawn in substantial compliance with the approved Tentative Tract Map.
19	p.31, Planning Division Condition of Approval # 11	11. The Tentative Parcel Map approval shall expire within two (2) years of the effective date of its approval unless the approval is extended pursuant to the provisions in the Subdivision Regulations or unless a Parcel Map has been approved for recordation by the City Council.	11. The Tentative Tract Map approval shall expire within two (2) years of the effective date of its approval unless the approval is extended pursuant to the provisions in the Subdivision Regulations or unless a Tract Map has been approved for recordation by the City Council.
20	p.31, Planning Division Condition of Approval # 13	13. C.C.&R.'s shall be reviewed by the Planning Division and the City Attorney prior to submittal of the Parcel/Final Map. The C.C.&R's and Conditions of Approval shall be recorded in the office of the County Recorder concurrently with the Parcel/Final Map.	13. C.C.&R.'s shall be reviewed by the Planning Division and the City Attorney prior to submittal of the Final Tract Map. The C.C.&R's and Conditions of Approval shall be recorded in the office of the County Recorder concurrently with the Final Tract Map.
21	p.34, Housing Division Condition of Approval # 42	42. An executed Inclusionary Housing Agreement with the City of East Palo Alto codifying the project's inclusionary obligation, pursuant to Section 18.37.090(B) of the Development Code of the City of East Palo Alto, which shall be recorded against the residential development prior to the approval of any final or parcel map or issuance of a building permit, whichever comes first.	42. An executed Inclusionary Housing Agreement with the City of East Palo Alto codifying the project's inclusionary obligation, pursuant to Section 18.37.090(B) of the Development Code of the City of East Palo Alto, which shall be recorded against the residential development prior to the approval of any final or tract map or issuance of a building permit, whichever comes first.
22	p.34, Housing Division Condition of Approval # 43	43. Payment in full of the For-Sale Inclusionary In-Lieu Fee equivalent to .4 units. prior to the approval of any final or parcel	43.Payment in full of the For-Sale Inclusionary In-Lieu Fee equivalent to .4 units. prior to the approval of any final or tract map or issuance of a building

		map or issuance of a building permit. The final Inclusionary Housing In-Lieu Fee will be calculated at the time when the applicant provides payment, based on the adopted fee schedule in place at that time.	permit. The final Inclusionary Housing In-Lieu Fee will be calculated at the time when the applicant provides payment, based on the adopted fee schedule in place at that time.

Corrections to the 990 Garden Design Review Staff Report and Resolution No PC 2023-01 dated January 23, 2023:

Item	Page #	Current Language	Corrected Language
1	p.22, paragraph 1, sentence 3 and 4	The project was originally presented to the Planning Commission on June 13, 2022 as a three-part project consisting of a Lot Merger, Tentative Parcel Map, and Design Review (LM21-001, TPM21-002, and DR20-012 respectively). As described below, the Planning Commission approved the Lot Merger and Tentative Parcel Map to create seven residential parcels on one common lot but continued the Design Review application discussion.	The project was originally presented to the Planning Commission on June 13, 2022 as a three-part project consisting of a Lot Merger, Tentative Tract Map, and Design Review (LM21-001, TTM21-002, and DR20-012 respectively). As described below, the Planning Commission approved the Lot Merger and Tentative Tract Map to create seven residential parcels on one common lot but continued the Design Review application discussion.
2	p.22, paragraph 3, sentence 2	The Planning Commission approved the Lot Merger and Tentative Parcel Map (LM21-001 and TPM21-002) for the merger of two lots and the subsequent subdivision of the resulting 1.3-acre parcel into eight (8) lots.	The Planning Commission approved the Lot Merger and Tentative Tract Map (LM21-001 and TTM21-002) for the merger of two lots and the subsequent subdivision of the resulting 1.3-acre parcel into eight (8) lots.
3	p.33, Resolution, line 3	**WHEREAS,** the Planning Commission approved Lot Merger and Tentative Parcel Map (LM21-001 and TPM21-002) on June 13, 2022 and continued the Design Review (DR20-012);	**WHEREAS,** the Planning Commission approved Lot Merger and Tentative Tract Map (LM21-001 and TTM21-002) on June 13, 2022 and continued the Design Review (DR20-012);
4	p.42 – 43, Housing Division	35. An executed Inclusionary Housing Agreement with the City of East Palo Alto codifying the project's	35. An executed Inclusionary Housing Agreement with the City of East Palo Alto codifying the

	Condition of Approval # 35	inclusionary obligation, pursuant to Section 18.37.090(B) of the Development Code of the City of East Palo Alto, which shall be recorded against the residential development prior to the approval of any final or parcel map or issuance of a building permit, whichever comes first.	project's inclusionary obligation, pursuant to Section 18.37.090(B) of the Development Code of the City of East Palo Alto, which shall be recorded against the residential development prior to the approval of any final or tract map or issuance of a building permit, whichever comes first.
5	p.43, Housing Division Condition of Approval # 36	36. Payment in full of the For-Sale Inclusionary In-Lieu Fee equivalent to .4 units. prior to the approval of any final or parcel map or issuance of a building permit. The final Inclusionary Housing In-Lieu Fee will be calculated at the time when the applicant provides payment, based on the adopted fee schedule in place at that time.	36. Payment in full of the For-Sale Inclusionary In-Lieu Fee equivalent to .4 units. prior to the approval of any final or tract map or issuance of a building permit. The final Inclusionary Housing In-Lieu Fee will be calculated at the time when the applicant provides payment, based on the adopted fee schedule in place at that time.

CONSENT ITEM 3.12

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Humza Javed, Public Works Director
Fatima Khan, Environmental Services Aide / Management Analyst

SUBJECT: Water Main Replacement at Lita Lane

Recommendation

Adopt a resolution:

1. Authorizing payment to Veolia and appropriating funds for a watermain replacement at Lita Lane from the Water Capital Fund in the amount of $133,227.50; and

2. Finding the action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 15302 (Class 2) – Replacement or Reconstruction, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Improve the City's Water Infrastructure

Background

The City has a lease agreement with Veolia to operate and maintain the City's water system through April 9, 2026. The lease agreement allocates up to $110,000 annually for system

maintenance and repair costs. According to the lease agreement, any costs above the allocation are considered water system improvements for which Veolia must be reimbursed.

Analysis

At the end of March 2024, Veolia staff observed the water main on Lita Lane leaking. The existing main is a 2-inch galvanized water main which is not only undersized but also in disrepair. The City's adopted 2022 Water System Master Plan identified this main to be upsized.

Because this main needs to be upsized, it is considered a capital improvement, and staff is working with Veolia to process a task order for this additional work. Staff is also seeking City Council approval to compensate Veolia to upsize this water main.

There are multiple homes that are served by the existing 2-inch water main on Lita Lane which is currently leaking. The improvement to this site would include replacement of the 2-inch galvanized water main with 280 linear feet of 4-inch PVC C900 pipe to meet the City standards. Additional work would include installation of an isolation valve at the intersection of Myrtle Street and Lita Lane, as well as a blowoff valve at the end of Lita Lane. This would also allow the water operator to isolate the water main on Lita Lane when needed. Additionally, this upgrade will allow proper flow to residences and support future expansion in the area.

Upon discussing the issue with City staff, Veolia reached out to two of its subcontractors for quotes as follows:

- Devaney Engineering, Inc. – submitted a quote in the amount of $131,200; and
- C2R Engineering, Inc. – submitted a quote in the amount of $115,850.

There is an additional 15% markup for Veolia.

Veolia has selected the low bidder C2R Engineering, Inc. and their estimate is included as Attachment 2. The subcontractor cost for the work will be $115,850.00 with an additional 15% Veolia markup in the amount of $17,377.50. The total cost of the project will be $133,227.50. Staff recommends authorizing payment to the Contractor through the Water Capital Fund.

Fiscal Impact

Staff recommend appropriating a total of $133,227.50 from the City's Water Capital Fund.

Public Notice

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

Environmental

The action being considered by the City Council is categorically exempt from the California

Environmental Quality Act (CEQA) pursuant to 15302 (Class 2) – Replacement or Reconstruction, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Government Code § 84308

Applicability of Levine Act: No, as the proposed action involves a payment pursuant to an existing agreement with an existing contractor.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. C2R Engineering Estimate

RESOLUTION NO. XX– 2024

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

AUTHORIZING PAYMENT TO VEOLIA FOR A WATER MAIN REPLACEMENT ON LITA LANE FROM THE WATER CAPITAL FUND IN THE AMOUNT OF $133,227.50

WHEREAS, the 2-inch water main on Lita Lane is undersized and leaking, causing improper flow to multiple residences at Lita Lane and Myrtle Street and;

WHEREAS, the 2-inch watermain needs to be replaced with a 4-inch PVC water main to meet City's current standards and provide adequate reliable water to the residents of Lita Lane; and

WHEREAS, the City has worked with Veolia and C2R Engineering Inc. to create a scope of work to replace the watermain and determined that upgrading the leaking water main to 4 inches is necessary; and

WHEREAS, Veolia's subcontractor C2R Engineering, Inc. provided a low bid in the amount of $115,850 for the water main upgrades; and

WHEREAS, in addition to Veolia's markup, the total project cost is $133,227.00; and

WHEREAS, general fund monies are available in the water capital fund for this work.

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

1. Authorize payment to Veolia and appropriate funds for the water main replacement on Lita Lane from the Water Capital Fund in the amount of $133,227.50 and;

2. Finds the action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 15302 (Class 2) – Replacement or Reconstruction, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

PASSED AND ADOPTED this 7th day of May 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

C2R Engineering Inc
Lic # 994397

PO Box 1017
Mountain View
CA 94043
Phone: (415) 559-2841

Revised Estimate

DATE: MARCH 27TH 2024

TO:

Alan Craft
Project Manager - East Palo Alto
VEOLIA NORTH AMERICA

FOR:

Upgrade and install new 4" water line and services at Lita Ln to Myrtle St

DESCRIPTION	
SCOPE A. USA area B. Mobilize C. Saw cut, demo and remove concrete and asphalt as needed D. Excavate and shore trenches as needed E. Install approx. 280' of 4" C900 PVC pipe F. Install flange saddle with 4" gate valve on existing 8" cast iron pipe on Myrtle St. G. Tap existing 8" CIP with 4" outlet H. Install corp stop, service laterals and angel stops for 2 properties along Lita Ln. I. Install blow-off at end of line J. Backfill and compact trenches K. Restore area to pre-construction conditions **Exclusions:** Permits	
Estimate	**$115,850.00**

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Mental Health Month Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO CELEBRATING MENTAL HEALTH MONTH

WHEREAS, in 2021, one out of every eight San Mateo County adults likely had serious psychological distress in the past year. From 2019 to 2021, San Mateo County youth in grades 7 and 11, reported chronic sadness and hopelessness (29% and 43%, respectively) in the past 12 months; and

WHEREAS, every day, millions of people face stigma related to mental health and substance use conditions and may feel isolated and alone, going years before receiving any help; if left untreated, have life expectancies 25 years shorter than the general population; and

WHEREAS, while mental health conditions are common across all types of demographics, certain communities face inequitable access to services, including people of color, the LGBTQ+ community, youth, and older adults; and

WHEREAS, mental health and substance use conditions are treatable health conditions, and people who have mental health and substance use conditions can recover and lead full and meaningful lives; and

WHEREAS, San Mateo County Board of Supervisors is the first in the country to pass a resolution in January 2024 declaring loneliness a public health crisis and pledging to promote social connection in our communities. Given this public health priority, the theme for 2024 May Mental Health Month is Heal Through Connection #SMCAgainstLoneliness. Ongoing updates are posted at www.SMCHealth.org/MHM; and

WHEREAS, the San Mateo County Behavioral Health and Recovery Services Office of Diversity and Equity, Mayors Mental Health Initiative, and partners are collectively organizing activities that our community can participate in throughout the month, including free in-person and virtual events, advocacy days, and social media campaigns; and

WHEREAS, The East Palo Alto City Council wishes to increase the public's knowledge of signs and symptoms of mental health and substance use conditions, professional and self-help resources, and self-care practices, now, therefore, be it.

NOW, THEREFORE BE IT RESOLVED, that the City Council of East Palo Alto hereby recognizes May 2024 as Mental Health Month to enhance public awareness of mental health to help end the stigma and direct members of the community to resources and support for mental health and substance use conditions.

Dated: May 7, 2024

_____

Antonio D. Lopez, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Benjamin Toney, Partnership for the Bay's Future Fellow

SUBJECT: Report-Out of City's Partnership for the Bay's Future Breakthrough Grant Work and Preservation Workplan

Recommendation

Receive an informational report from staff concerning the City's Partnership for the Bay's Future Breakthrough Grant work, and an overview of the next steps in the implementation of affordable housing preservation goals from the 2024-2028 Affordable Housing Strategy.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

Background

Partnership for the Bay's Future

The Partnership for the Bay's Future ("PBF") is a public-private partnership established in 2019 to address the Bay Area housing crisis through supporting housing preservation, developing anti-displacement policies, and providing funding and support towards the production of affordable housing.

PBF maintains a portfolio of loans, managed by Local Initiatives Support Corporation (LISC), with the goal of investing $500 million in new housing units by 2025. The PBF Policy Fund supports capacity-building grant programs like the Breakthrough Grant for Production and Preservation ("Breakthrough Grant").

Breakthrough Grant

The Breakthrough Grant is a 2022-2024 PBF capacity-building program that supports housing policy development in Bay Area jurisdictions focused on engaging low-income people and communities of color, protecting renters and preserving existing affordable housing.

The Breakthrough Grant places a mid-career PBF Fellow with the awarded jurisdiction and provides funding to a lead community partner organization for the two-year period. Breakthrough Grant jurisdictions receive ongoing technical assistance and cohort support for the duration of the grant.

On October 16, 2018, the City Council adopted the City's Affordable Housing Strategy which laid out the City's affordable housing goals and objectives through 2023. One of the key goals of the strategy involved preserving affordable housing. While the City of East Palo Alto has approved and planned for projects to meet the community's housing needs, it is unlikely that construction can move quickly enough to account for the housing deficit in the immediate future. Further, new construction can mostly be expected to serve households with higher incomes, and thus existing residents with lower incomes would likely only benefit from new construction of inclusionary units.

On July 20, 2021, City Council directed staff to apply for the Partnership for the Bay's Future Breakthrough Grant to help achieve this goal. The City applied for the Breakthrough Grant in partnership with East Palo Alto Community Alliance and Neighborhood Development Organization ("EPACANDO"), Preserving Affordable Housing Assets Long Term, Inc. ("PAHALI"), Youth United for Community Action ("YUCA"), and Community Legal Services in East Palo Alto ("CLSEPA"). On February 1, 2022, the City of East Palo Alto was announced as one of the 11 Breakthrough Grant recipients.[1] The lead community partner organization, EPACANDO, and the other partner organizations-PAHALI, YUCA and CLSEPA (collectively, the "Community Partners" or "Breakthrough Grant team") received funding awards. The City received no direct funding award, but instead a two-year PBF Fellow to support the following grant scope:

- **Resource-Building**. This is a core duty of the PBF Fellow, and can include: 1.) securing low-cost, long-term, and/or sustainable funding from public and private sources to support all aspects of the preservation work; and 2.) working with the Bay Area network of practitioners to build capacity of tenant and community organizations who will be central to implementation of a preservation policy.

- **Implementation and refinement of TOPA/COPA**. To address displacement and affordability, East Palo Alto pursued adoption of an Opportunity to Purchase ("OPA") ordinance which would require further policy and/or regulatory development to put into

[1] See the July 30, 2021 staff report for further details on the City's Breakthrough Grant application. http://eastpaloalto.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1420&MediaPosition=95.624&ID=1813&CssClass=

practice. This workplan included development of comprehensive administrative guidelines and business processes.

- **Cooperative ownership opportunities**. To complement OPA policy adoption, East Palo Alto also sought to focus on preservation sites and opportunities to organize collective ownership and governance structures to prevent displacement.

- **Strengthening tenant network in East Palo Alto.** Considering that East Palo Alto's history has been rooted in tenant's rights since the city's incorporation, this project sought to continue to support intergenerational tenant organizing led by YUCA.

- **Additional activities** related to housing affordability and anti-displacement were also considered as determined by the Breakthrough Grant team.

The Breakthrough Fellow's term with the City is ending on May 31, 2024. The purpose of this informational staff report is to provide a summary of the Breakthrough Grant Work and potential Preservation Workplan that the City may want to undertake in the future.

Analysis

East Palo Alto Breakthrough Grant Proposal & Accomplishments to Date

Goal 1: Implement and Refine TOPA/COPA Program.

Throughout the end of 2022 and over the course of 2023, staff and partners worked to bring the OPA ordinance back before council after the deliberation process paused in early 2022. Staff researched academic articles on the price relationship for Rights of First Offer and First Refusal, identified funding support opportunities for Acquisition and Rehabilitation Affordable Housing Preservation, and hosted a series of community engagement opportunities to address disinformation and seek feedback from community members. A series of exemptions were added to the policy to restrict its application to a limited set of transactions and the impact on timelines were shortened to address concerns about the process of home sales being delayed.

On November 7, 2023,[2] Council approved the ordinance at the first reading via a 3 Yes – 2 No vote. On December 5, 2023,[3] Council rejected the ordinance at the second reading via a 2 Yes – 3 No vote. Despite the ultimate rejection of the ordinance, the objectives of Affordable Housing Preservation, Anti-Displacement, and Low-Income Homeownership remain prioritized for East Palo Alto. Alternative methods to achieve these goals were approved by the City Council in the

[2] November 7, 2023 City Council meeting video link: https://cityofepa.granicus.com/player/clip/42?view_id=1&redirect=true and agenda.
[3] December 5, 2023 City Council meeting: https://cityofepa.granicus.com/player/clip/47?view_id=1&redirect=true and agenda.

2024-2028 Affordable Housing Strategy adopted February 6, 2024.[4] In order to implement alternatives, funding will play an essential role.

Goal 2: Develop Funding Sources and Build Resources

In the past, affordable housing preservation commonly would involve extending the deed restrictions on properties that are required to have affordable units. Typically, those requirements were not extended until contracts were near expiration. For example, if a property has a 55-year deed restriction, in year 53, the property owner, typically a non-profit developer, would conduct a process called "resyndication". This allows a restructure of the loans and a new allocation of tax credits on the property, and potentially new funding sources to refurbish or improve the property. Through resyndication, the monetary terms are reset and usually extended to keep the units affordable. Recently, in East Palo Alto's deed-restricted affordable housing stock, a few developments have undergone the resyndication process, including Nugent Square. But the remaining stock has decades to go before requirements expire, so this particular preservation strategy would not yield a significant number of preserved units during the term of the 2024-2028 Affordable Housing Strategy.

Acquisition/rehabilitation is a different Affordable Housing Preservation model which partners with affordable housing developers to acquire, rehabilitate, and apply affordability requirements to existing properties in the market. This strategy enables a jurisdiction to convert conventional units that may have "naturally occurring affordable housing" and codify these rents in an agreement so that the likelihood of rapid rent increases is avoided and less displacement of tenants occur. In this model, anti-displacement is prioritized because the households living in the unit are able to stay once the renovations are complete. When those households decide to move away, the affordability requirements keep prices affordable to lower-income households in the future.

Though they have grown in popularity in recent years, acquisition-and-rehabilitation models are less frequent; thus, the funding mechanisms across Federal, State, Regional, and Local government are still being developed. State policies like Foreclosure Intervention Housing Preservation Program (FIHPP) and the Community Anti-Displacement and Preservation Program (CAPP), as well as Federal programs offered by the Department of Housing and Urban Development's Office of Community Planning and Development (HUD CPD) can offer resources from outside the City. Regionally, the proposed Bay Area Housing Finance Authority (BAHFA) bond initiative could deliver up to $10 to $20 billion regionally to build more affordable homes and help keep existing homes affordable.

In many cases, having a locally controlled fund to fill financial feasibility gaps to help ensure that projects achieve financial feasibility and progress with speed and efficiency. To address this component, on March 21, 2023,[5] the City Council provided staff direction and authority to pursue funding application(s) for affordable homeownership and housing preservation. The City applied

[4] February 6, 2024 City Council meeting: https://cityofepa.granicus.com/player/clip/64?view_id=1&redirect=true and agenda.
[5] March 21, 2023 City Council meeting: https://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1962&Format=Minutes

to the County of San Mateo's FY 2024-2025 Equity Innovation Fund (EIF) and was awarded $100,000 to establish an Affordable Housing Preservation Fund and produce guidelines to inform the effective and efficient investment of City resources towards this housing affordability objective.

Goal 3: Build Institutional Capacity/ Strengthen Tenant Network

The Breakthrough Grant team worked with tenants to inform the rental registry process, adding feedback to the data that the rental registry system will include. The rental registry is expected to both ensure compliance to Local, State and Federal laws and standardize data reporting across properties in the city.

The City is also working to update its habitability petition process through the Rent Stabilization Ordinance. Due to a history of underinvestment and deferred maintenance across the housing stock, there have been a series of recent habitability issues among local households. Shoring up the reporting process and encouraging reporting can help the City enforce habitability standards over time.

The City has contracted with community partners including CLSEPA through Measure O/Anti-displacement contracts to host *Know-Your-Rights* trainings to inform residents of their rights regarding eviction, habitability concerns, and quality of life.

Goal 4: Support and Develop Cooperative Ownership Opportunities.

Goal 4 was developed during a prior period in which the owner(s) of Palo Mobile Estates (PME) were considering selling to a local Community Land Trust for the purpose of creating permanent affordable housing opportunities in East Palo Alto. Since then, park and market conditions have changed.

As a pivot to maintain commitment to affordable and stable housing opportunities at PME, the City Council is considering adjustments to the City's $2 million PME Loan Program to support subsidizing residents' purchases of their lots on the condition that they remain affordable. By raising the income eligibility threshold to 120% of the Area Median Income (from 80% AMI prior), and by increasing the loan-to-value up to 80% (from 50% prior), while partnering with EPACANDO to offer additional gap coverage, the City expects to identify residents interested in utilizing these resources to purchase their mobile home lots. These loan funds are budgeted in the current budget, and being carried over into fiscal year 2024-2025. At this evening's meeting, staff will present to the City Council recommendations on how to improve the PME Loan program. Should the full PME Loan Program funding not be exhausted, the City Council may consider setting aside the remaining funds into a housing preservation fund to support a broader preservation program in the City.

Next Steps

To advance the preservation program and implement the 2024-2028 Affordable Housing Strategy, certain next steps follow.

1. Accept the Equity Innovation Fund award from the County of San Mateo and start the work of establishing a municipal fund for the purposes of preserving affordable housing and establishing guidelines for the efficient and effective expenditure of those funds. Acceptance of the Equity Innovation Fund is an item on the consent calendar of this May 7, 2024 City Council Meeting Agenda.

2. Resource that fund. The EIF enabled seed funding of $30,000 to start. This fund can be the repository in which resources are banked for implementation of Affordable Housing Preservation objectives in the 2024-2028 Affordable Housing Strategy. In particular:

    a. Homebuyer Financial Assistance: Allocating approximately $474,742 in a Housing Assistance Fund to assist at least eight (8) homebuyers;
    b. Tenant & Non-Profit Property Purchases: Allocating $2,157,000 in FY 25-26 in Transient Occupancy Taxes to assist the purchase of two (2) single family homes and one (1) multi-family building;
    c. Major Home Repairs: Allocating $800,000 in Measure HH funds to repair three (3) single family and 13 multi-family units;
    d. Minor Home Repairs: Allocating $25,000 in County CDBG funds to assist five (5) homeowners;
    e. Foreclosure Prevention: Allocating $114,000 in Housing Successor Funds to assist at least three (3) homeowners.

    Staff will return to City Council at a later date to provide City Council with options for establishing and funding an Affordable Housing Preservation Fund.

3. Retain a consultant to develop Affordable Housing Preservation Fund guidelines. Staff have begun the informal bid process to retain consultant services for an amount no to exceed $27,000 to establish the guidelines.

Fiscal Impact

There is no budget impact with this informational staff report.

Public Notice

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

Environmental

The 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.

POLICY AND ACTION 9.1

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Yajaira Morales, Housing Project Manager
Benjamin Toney, Partnership for the Bay's Future Fellow

SUBJECT: Palo Mobile Estates Loan Program

Recommendation

Adopt a resolution authorizing the City Manager to modify the Palo Mobile Estates ("PME") Loan Program by:

1. Increasing the Loan Amount up to 80% of the lot price (also known as 80% loan-to-value);
2. Increasing the Area Median Income ("AMI") to be eligible for a loan up to 120% AMI;
3. Authorizing the City Manager to enter into a new Agreement with EPACANDO for operation of the Palo Mobile Estates Loan Program for a one-year term, until May 9, 2025, with the possibility of one one-year extension; and
4. Maintaining a loan to EPACANDO and PAHALI in the amount of up to Two Million Dollars ($2,000,000) (the "Loan") from Housing In-Lieu Fund (Fund 207); and
5. Maintaining $50,000 from the Affordable Housing In-Lieu Fund (F207) to cover EPACANDO's cost for the administration in the Loan; and
6. Waiving formal bid procedures pursuant to East Palo Alto Municipal Code section 2.84.070(D).

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

POLICY AND ACTION 9.1

Background

The Palo Mobile Estates Mobile Home Park ("PME"), located at 1855 East Bayshore Road, features 117 mobile homes, most of which are occupied by lower income East Palo Alto residents. In May 2020, the park owners, Palo Mobile Estate Associates, informed the park residents that they would convert the park to the legal/ownership status of Resident Owned Park (similar to a condo conversion), which had been recently approved by the California Department of Real Estate. Under the new status, residents would no longer be protected by the City's 1988 Rent Stabilization and Eviction for Good Cause Ordinance, although residents with household incomes at or below 80% AMI would be covered by State rent stabilization for mobile home parks. Prior to park conversion, the park contained 100 spaces occupied by resident-owned mobile homes and 17 spaces occupied by park-owned mobile homes. A feature of the conversion was that, under State law and an earlier lawsuit settlement agreement, each household had a time-limited option to buy the space they were renting from the park owners for a discounted price. Very few households were able to take advantage of this opportunity. Consequently, an estimated 112 spaces are still owned by Palo Mobile Estate Associates.

In initial exploration of strategies to support local homeownership options for lower-income households at PME, the City considered the feasibility of buying the entire park, including potentially forming a resident cooperative. For various reasons, including the inability to identify a source of adequate grant funding, the City did not move forward with attempting to buy the entire park. The City Council, however, approved $2 million in local funds to provide loans supporting current residents in purchasing the lots on which they reside.[1] The current loan program offers zero-interest loans of up to 50% loan-to-value for households making up to 80% AMI. As a condition of providing public funds for public benefit, the City imposed resale price restrictions for those lots to keep them affordable upon resale for future households.

On February 13, 2024, PME residents provided feedback to EPACANDO stating that the loan terms in their current state could not sufficiently meet the needs and we the circumstances of PME households, i.e., a 50% loan-to-value amount would not be enough to enable PME households at or below the 80% AMI to purchase their lots. Residents also reported confusion about, or objection to, the resale restrictions. Most residents did not have adequate cash reserves, credit, and/or found it difficult to find a lender for the housing product type. This feedback is summarized below:

> **Lack of Purchase Money**. Despite the City's 50% cash contribution, the loan terms required a 50% contribution from the PME resident for the transaction to close. PME residents reported being unable to make that level of contribution from savings or loans.

[1] City Council authorized the allocation of $2 million toward the PME Loan Program, and an additional $50,000 to cover EPACANDO and PAHALI's cost for administration in the Loan. See July 6, 2021 staff report at: http://eastpaloalto.iqm2.com/Citizens/Detail_Meeting.aspx?ID=1419, or watch the City Council meeting at: http://eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1419&Format=Minutes.

Lack of Qualifications. Many PME residents cannot meet the qualifications required for the loan. The primary stumbling blocks were low credit rating, legal work status, and in a few cases, high household income (above the 80% area median income).

Lack of Lending Partners. The contractor and City staff found very few (if any) institutional lending partners. Until 51% or more of the lots at PME are resident-owned (no longer owned by the former park owners), lot sales do not qualify for conventional financing. Therefore, it is necessary to work with hard-to-find specialty lenders.

Deed Restricted Resale Price. The contractor and City staff also found that many residents expressed hesitation regarding the deed-restricted resale price, which may deter them from applying for the loan altogether. But, as noted above, this was imposed to ensure affordability for an incoming resident.

On November 14, 2023, the Council conducted a study session to consider several options outlined by EPACANDO, after which the Council provided direction to staff.

The purpose of this staff report is to provide an update on Palo Mobile Estates and explain proposed modifications to the PME Loan Program for City Council consideration, including authorizing a new agreement to administer the PME Loan Program.

Analysis

On November 14, 2023, the City Council considered the following suggestions:

1. **Adjust Terms (income limit and loan amount)**: The qualifying income limit could be raised from 80% AMI to 120% AMI. Also, the loan amount could be increased substantially, from 50% of land price to 80%. This adjustment would be easy to implement and would expand the pool of qualified buyers, by making eligible the estimated 6 mobile homeowners whose incomes are above 80% AMI and who are unprotected by State rent stabilization laws for mobile homes. However, we expect only a few households in the expanded pool will purchase their lot even with these adjustments, because it will not address the other challenges of credit, savings, work status, and the unavailability of an experienced, enthusiastic lender.

2. **Remove Resale Price Restriction**: In the current program, borrowers pay no interest and make no monthly payments. Borrowers are required to pay back the loan principal when they eventually leave and sell their mobile home and lot. When they sell, the resale price is restricted, which means that the resale price's rate of increase is indexed to the increase in Area Median Income. Removing these resale price restrictions would increase the popularity of the loan program with or without the adjustments mentioned above. However, doing this would pose significant policy issues, as it fails to deliver on the City's policy objective of assuring long-term affordability for future owners by adding affordable units to the City's inventory. Removing resale price restrictions could also be interpreted as giving preferential treatment to PME residents vis-à-vis participants of the City's established Below Market Rate (BMR) program, which has resale price

restrictions. For these reasons, staff does not recommend removing the resale price restriction.

3. **Loan 100% of Lot Cost**: For most eligible households, the primary obstacle is cost. This program adjustment—loaning 100% of cost—would probably be attractive to PME residents struggling to afford their current payments, because they would pay no lot rent, no mortgage, and only pay property taxes. As with the previous point, this adjustment could be viewed as preferential treatment of PME residents as compared to the City's BMR program, in which buyers must come up with a down payment and carry a mortgage to cover their portion of the discounted price. However, many PME residents own their mobile homes and rent the lots where their homes are located. In such circumstances, PME residents already have equity in their mobile homes. Another, more straightforward disadvantage of this adjustment is that the $2 million currently allocated to the PME Loan Program would only fund loans for half as many PME residents. Thus, staff recommend increasing the loan size to up to 80% of loan-to-value, which should increase feasibility for some households for which 50% was inadequate coverage.

Current Status of Palo Mobile Estates

Prior to the park conversion to resident-owned condominiums, Palo Mobile Estate Associates owned 17 lots with mobile homes, three of which have now been sold to new individual owners. Palo Mobile Estate Associates also owned 100 lots with resident-owned mobile homes, two of which they have now sold to the resident mobile homeowners. Palo Mobile Estate Associates now owns 112 lots, each of which would cost a resident about $300,000 for a single-wide (smaller) lot and $325,000 for a double-wide (larger) lot.

Residents who are below 80% AMI ("lower income" pursuant to California Health & Safety Section 50079.5) are now protected by State rent stabilization laws pursuant to AB 1863 (1991). These residents are therefore less incentivized to purchase their lots, as their rents have been able to remain affordable and less costly than taking on a loan. However, residents above 80% AMI may have more volatile rent increases, as the park owners can increase rents to market rate pursuant to AB 1863. Statewide rent stabilization pursuant to AB 1482 apply neither to mobile home tenancies nor park-owned units held out for rent.

Recommended Changes to Palo Mobile Estates Loan Program

Given the changes in the status of the park, staff recommends modifying the Palo Mobile Estates Loan Program as follows:

1) **Increasing Eligibility:** Households up to 120% AMI may qualify for the PME Loan Program.

2) **Increasing Amount Financed:** Rather than covering only 50% of the land price, covering

80% of the costs (i.e. establishing an 80% loan-to-value).

3) **Extending Loan Program Timeframe:** Rather than ending the PME Loan Program by May 9, 2024 (the effective date of expiration of the contract with the loan administrators), extending the timeline for an additional year, and closing out the PME Loan Program at the expiration of that time period, unless there are circumstances that require an additional one-year extension.

Additional Considerations for Palo Mobile Estates Loan Program

Staff expects the recommended changes to the PME Loan Program would make 6 to 7 more PME households eligible, therefore getting us closer to the goal of distributing 6 to 7 loans with the $2 million City Council has allocated. Although staff is optimistic about the potential benefits of these proposed changes, the following are circumstances Council might consider:

1) **High Interest Rates:** Given inflation, interest rates remain high, which directly impacts interest rates for residents' financing options for the remaining 20% they must cover for the price. We cannot estimate the impact that high interest rates will have on the uptake in the PME Loan program.

2) **Increased Fair Market Value:** the residents' 90-day opportunity to purchase at the discounted price is no longer in effect, so the lot prices are up to $75,000 higher, now ranging from $300,000-$325,000 per lot.

3) **Fewer Loans:** Increasing maximum loan-to-value from 50% to 80% would increase loan amounts from a range of $150,000 - $162,500 to a range of $240,000 to $260,000. This would reduce the total number of possible loans from 12 to 8.

EPACANDO is still committed to providing $200,000 in loans to help close any funding gaps for prospective buyers, which may help supplement 1 to 3 loans provided through the City's PME Loan Program.

Next Steps

With City Council authority, staff will establish a new Agreement with the administrators for the PME Loan Program for a one-year term, until May 9, 2025, with the possibility of one one-year extension, with the recommended loan terms. Staff believes special circumstances exists to waive the City's formal bid procedure, including that it would not likely lead to lower price, given the work already completed by EPACANDO and the substantial legwork required to get a new vendor on board. Accordingly, staff is recommending that the Council waive formal bid procedures pursuant to East Palo Alto Municipal Code section 2.84.070(D). The next steps to implement this program involve EPACANDO reaching out to all households via various channels such as mail, phone, email, or in-person visits to remind them of the program and convey any

recent changes. Additionally, EPACANDO will notify residents about the availability of loans covering up to 80% of the lot price (as of now, ranging from $240,000 to $260,000 and totaling $2,000,000) offered on a first-come-first-served basis. EPACANDO will ensure transparent allocation of funds, monitor implementation, and evaluate effectiveness, while also seeking feedback for necessary adjustments. Through these steps, EPACANDO aims to facilitate resident participation and enable lot purchases with accessible financing options.

Fiscal Impact

There is no fiscal impact for this item, as City Council had already allocated $2,000,000 in funding toward this PME Loan Program that is rolling over into FY 24-25, and an additional $50,000 to pay for the administration of any loans closed.

Public Notice

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

Environmental

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

Government Code § 84308

Applicability of Levine Act: Yes.

Analysis of Levine Act Compliance: See below.

> Parties: Antonio Lopez, Mayor; Duane Bay, East Palo Alto Community Alliance Neighborhood Development Organization (EPACANDO) and Preserving Affordable Housing and Assets Longterm, Inc. (PAHALI).
>
> Participant(s): Unknown.

Attachments

1. Resolution

RESOLUTION NO. _____

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

ESTABLISHING A NEW AGREEMENT FOR THE ADMINISTRATION OF THE TWO-MILLION-DOLLAR LOAN PROGRAM WITH EPACANDO AND PAHALI, WAIVING THE CITY'S BIDDING REQUIREMENTS, AND ESTABLISHING NEW LOAN TERMS FOR THE PURPOSE OF STABILIZING THE LONG-TERM AFFORDABILITY OF PALO MOBILE ESTATES

WHEREAS, Palo Mobile Estates ("PME") is a mobile home park ("Park") located at 1885 E. Bayshore Road, containing a total of 117 rental spaces, a majority of which are owned by Palo Mobile Estates Associates ("park owners") and a few of which are resident-owned; and

WHEREAS, PME is no longer subject to the City's 1988 Rent Stabilization and Eviction for Good Cause Ordinance; and

WHEREAS, in 2008-2010, the City of East Palo Alto ("City") received and approved PME's subdivision map application; and

WHEREAS, as part of the City's Conditions of Approval, and a Settlement Agreement between the Park owner and the Park residents that was incorporated into the Conditions of Approval, PME is required to provide residents who occupied the Park on or before January 1, 2009 with certain benefits upon the Park owner's offer for sale of the Park lots to residents; and

WHEREAS, in April-May 2020, PME informed the Park residents that PME would be moving forward with the park conversion process including the process through the California Department of Real Estate ("DRE"); and

WHEREAS, on May 6, 2021, DRE issued its Final Public Report ("White Report") on the conversion of PME to a resident-owned park allowing PME to move forward to offer lots for sale to the Park residents; and

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 77-2021 that appropriated $2,000,000 from the Housing In-Lieu Fund in the form of a loan to East Palo Alto Community Alliance Neighborhood Development Organization ("EPACANDO") and Preserving Affordable Housing and Assets Longterm, Inc. ("PAHALI") for the purpose of stabilizing the long-term affordability of Palo Mobile Estates; and directed the City Manager to return to the City Council with an agreement between the City and EPACANDO and PAHALI codifying how residents will qualify for the City's assistance and the requirements for EPACANDO to administer the fund; and

WHEREAS, a City loan to EPACANDO and PAHALI would facilitate the purchase of lots in the Park to preserve their long-term affordability through either resident ownership with a right of first refusal for the Community Land Trust ("CLT") for eventual purchase, or CLT ownership; and

WHEREAS, on July 20, 2021, the City Council adopted Resolution No. 107-2021 that approved the $2,000,000 loan to EPACANDO and PAHALI to support residents at PME who have the opportunity to purchase their lot, and authorized EPACANDO and PAHALI to use loan proceeds as follows:

a. Provide a deferred gap loan up to fifty percent (50%) of the purchase price of the lot in exchange for the recordation of resale restrictions against the property and an option to purchase for PAHALI and a secondary option and third option to purchase for the City and EPACANDO respectively; or

b. Purchase of the entire lot by PAHALI, which will serve as the substitute landlord for the current tenant under the current tenant's existing tenancy terms; and

WHEREAS, on July 20, 2021, via Resolution No. 107-2021, the City Council also appropriated an additional $50,000 from the Affordable Housing Fund (F207) to cover EPACANDO's cost for the administration in the Loan; and

WHEREAS, prior program terms of 50% loan-to-value required a large contribution from residents, who reported being unable to make that level of contribution from savings or loan; and

WHEREAS, many PME residents could not meet the qualifications required for the loan, in which the primary stumbling blocks were low credit rating, legal work status, and in a few cases, high household income (above the 80% area median income); and

WHEREAS, the contractor and City staff found very few (if any) institutional lending partners, on the basis that until 51% or more of the lots at PME are resident-owned (no longer owned by the former park owner), lot sales do not qualify for conventional financing, necessitating work with hard-to-find specialty lenders; and

WHEREAS, residents who are below 80% area median income ("lower income" pursuant to California Health & Safety Section 50079.5) are now protected by State rent stabilization laws pursuant to AB 1863 (1991), and are less incentivized to purchase their lots, as their rents have been able to remain affordable and less costly than taking on a loan; and

WHEREAS, residents who are above 80% AMI may have more volatile rent increases, as the park owners can increase rents to market rate pursuant to AB 1863, and statewide rent stabilization pursuant to AB 1482 apply neither to mobile home tenancies nor park-owned units held out for rent; and

WHEREAS, the residents' 90-day opportunity to purchase their lots at the discounted price per the Settlement Agreement is no longer in effect, so lot prices are therefore up to $75,000 higher, tolot prices of $300,000-$325,000 prices; and

WHEREAS, the City has determined that residents with incomes up to 120% AMI should also benefit from the PME Loan Program and therefore wishes to increase the income level for eligibility to 120% AMI; and

WHEREAS, the City wishes to assist residents with covering up to 80% of the lot price (also known as 80% loan-to-value); and

WHEREAS, the term of the Agreement with EPACANDO and PAHALI is expiring on May 9, 2024 with no possibility of extension, and a new Agreement needs to be established for a one-year term, with the possibility of a one-year extension, in order to continue the PME Loan Program; and

WHEREAS, special circumstances exist to waive the City's formal bid procedure, including that it would not likely lead to lower price, given the work already completed by EPACANDO and the substantial legwork required to get a new vendor on board.

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

1. Maintains a loan to EPACANDO and PAHALI in the amount of up to Two Million Dollars ($2,000,000) (the "Loan") from Housing In-Lieu Fund (Fund 207) to support residents of the Palo Mobile Estates who have an opportunity to purchase their lot;

2. Authorizes EPACANDO and PAHALI to use the Loan proceeds as follows:

    a. Provide a deferred gap loan up to eighty percent (80%) of the purchase price of the lot in exchange for the recordation of resale restrictions against the property and an option to purchase for PAHALI and a secondary option and third option to purchase for the City and EPACANDO respectively; or
    b. Purchase of the entire lot by PAHALI, which will serve as the substitute landlord for the current tenant under the current tenant's existing tenancy terms;
    c. Qualify resident potential purchasers with household incomes of up to 120% of the Area Median Income;

3. Authorizes the City Manager to execute a new agreement, in a form approved by the City Attorney, with EPACANDO and PAHALI, for the administration of the PME Loan Program; and

4. Waives formal bid procedures pursuant to East Palo Alto Municipal Code section 2.84.070(D)

5. Maintains $50,000 from the Affordable Housing In-Lieu Fund (F207) to cover EPACANDO's cost for the administration in the Loan.

PASSED AND ADOPTED this 7th day of May 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

POLICY AND ACTION 9.2

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 7, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Maurice Baker, Community Services Manager

SUBJECT: 2024 TOT Grants Second Round Recommendations

Recommendation

Adopt a resolution:

1. Appropriating an additional $150,000 from CYFS Transient Occupancy Tax fund to Community Services budget to support a second round of CYFS grants disbursements; and
2. Authorizing the City Manager to award grants and enter into agreements with the following six (6) organizations under the 2024 Transient Occupancy Tax (TOT) grants program in a form approved by the City Attorney, for varying amounts, in an amount not to exceed $150,000.
    a. Bay Area Urban Eagles, ($30,000)
    b. Beyond Barriers Athletic Foundation,($20,000)
    c. Cooline Kids,($20,000)
    d. East Palo Alto Tennis &Tutoring (EPATT),($30,000)
    e. Fresh Approach, and ($30,000)
    f. St. Mark AMEZ Church($20,000)

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Enhance Community Services and Parks for Residents

Background

POLICY AND ACTION 9.2

Chapter 3.68 of the Municipal Code, the uniform transient occupancy tax (TOT ordinance), establishes the imposition of a 12 percent tax on hotel rents for transient stays. Hotels are broadly defined and include hotels, motels, lodging houses, apartment houses, dormitory and other similar structures occupied by transients for dwelling, lodging or sleeping purposes. Transient stays are defined as stays for 30 or fewer consecutive days. In 2002, East Palo Alto voters modified the TOT ordinance requiring dedication of 10 percent of TOT revenue to affordable housing and 10 percent to children, youth and family services, including senior citizens (CYFS).

According to the Municipal Code Section 3.68.150, CYFS revenues can only be used to:

1. Support comprehensive, integrated, and community-based systems of services and support systems for children, youth, and their families and seniors to promote individual and community health, recreation, and cultural arts, and;

2. Fund grants or loans to nonprofit service providers headquartered in East Palo Alto OR for which a majority of clients served are East Palo Alto residents.

On January 23, 2024, the Council directed staff to offer larger grant awards for the TOT program. The previous range of $5,000-$16,000 increased to upwards of $40,000. To implement Council direction, staff initiated the grant process including, issuing an RFP, convening the Community Grants Review Panel, and hosting Informational Sessions.

On April 2, 2024, Council received and accepted all the recommendations of the Community Grants Review Panel totaling just over $454,000. Following the public comment, Council directed staff to investigate how to provide possible additional funding to grantees utilizing existing revenue from TOT CYFS fund balance. It was the Council's desire to complete this process in an expedited manner. Staff discussed internally and conferred with the Community Grants Review Panel the best way to do this. Following conversations with executive staff and the Community Grants Review Panel (CGRP), the Council directed staff to conduct an expedited second round of funding.

Analysis

Following Council direction, Staff graded applicants using the criteria used previously and supplemental ones, as directed by Council: Length of Programming, Diversity of Service, Impact to Community, Application Completion. Staff took those into consideration and rated the provided vendors accordingly. Staff reached out to the Community Grants Review Panel and informed them of their decision. There was no objection.

The rationale used for the decision-making process was taking the votes from the Community Grants Review Panel and providing an additional vote if they received more than one vote from the CGRP. This pushed six (6) organizations that were on the cusp of receiving funding in the first round into being accepted into the second round. If an organization only received one vote in the previous round, Staff cast a vote for organizations that provided the most impact to the community and were a value add. With there only being $150,000 available for this second round

of funding, it is the recommendation that organizations with three or more votes receive the higher amount ($30,000) and organizations with two votes receive the $20,000 amount. If this is acceptable, the total amount provided would cover the funding allotted.

Below is a table of the six (6) organizations that were not funded in the first round of the Transient Occupancy Tax (TOT) grant program,but are being recommended for the second round.

Name of Organization	Amount Requested	Amount Recommended
Bay Area Urban Eagles	$40,000	$30,000
Beyond Barriers Athletic Foundation	$40,000	$20,000
Cooline Kids	$20,000	$20,000
EPATT	$40,000	$30,000
Fresh Approach	$40,000	$30,000
St. Mark AMEZ	$26,500	$20,000
TOTAL	**$206,500**	**$150,000**

Fiscal Impact

Staff is requesting an additional appropriation of $150,000 from CYFS TOT Fund. The table below shows the projected changes in the fund balance of the CYFS TOT Fund.

	Amount
Fund Balance as of 7/1/2023	$ 1,200,000
CYFS TOT adopted revenue budget	275,000
CYFS TOT adopted expenditure budget	(275,000)
Additional appropriation requested	(150,000)
Projected fund balance as of 6/30/2024	**$ 1,050,000**

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.

POLICY AND ACTION 9.2

Government Code § 84308

Applicability of Levine Act: Yes.

Analysis of Levine Act Compliance: The signatories for the agreement are set forth below as "parties". Staff is unaware of any other parties or participants relevant to the Council's consideration of this item.

- Michael Mashack (Bay Area Urban Eagles)
- Andy Chan and Anna Lippi (Beyond Barriers Athletic Foundation)
- Joseph Finke, Vida Amanat, and Nicole Sbragia (CoolineKids)
- Kesha Weekes and Amy Kohrman (EPATT, East Palo Alto Tennis & Tutoring)
- Laura De Tar and Andy Ollove (Fresh Approach, Formerly Collective Roots)
- Deborah Virges and Barbara Kefense (Saint Mark AME Zion Church)

Attachments

1. Resolution.
2. Updated TOT Applications.

RESOLUTION NO. XX– 2024

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

APPROPRIATING AN ADDITIONAL $150,000 FROM THE CYFS TRANSIENT OCCUPANCY TAX (TOT) TO THE COMMUNITY SERVICES AND RECREATION BUDGET TO SUPPORT A SECOND ROUND OF CYFS GRANTS DISBURSEMENT AND AUTHORIZING THE CITY MANAGER TO AWARD SIX (6) GRANTS TO THE FOLLOWING ORGANIZATIONS UNDER THE 2024 TRANSIENT OCCUPANCY TAX (TOT) GRANTS PROGRAMS, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR VARYING AMOUNTS, IN AN AMOUNT NOT TO EXCEED $150,000

WHEREAS, in April 2024, the Transient Occupancy Tax (TOT) Grants program was confirmed by Council awarding thirteen (13) grants to organizations in support of community-based programming. Following the direction of the Council, it was determined that more organizations should be recommended for funding and staff were directed to perform an expedited round of application review for the organizations that had previously applied but were not funded; and

WHEREAS, in late April, staff provided recommendations on how to fund the additional allotment requested. Organizations that were on the cusp of receiving funding in the second round were moved forward to selection level for an amended amount of funding. Organizations that were not recommended did not receive any votes or were not considered as providing the most impact to the community; and

WHEREAS, in May 2024, staff and the Community Grants Review Panel recommended to accept the rankings of the six (6) organizations and fund the remaining $150,000 allocation to certain organizations that will be held to the same standard as previous TOT funding rounds.

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. Appropriate an additional $150,000 from the CYFS Transient Occupancy Tax (TOT) to the Community Services & Recreation budget to support CYFS grants totaling $150,000; and

3. Authorizes the City Manager to award six (6) grants to the following organizations under the 2024 Transient Occupancy Tax (TOT) grants program, in a form approved by the City Attorney, for varying amounts, for an amount not to exceed $150,000, as set forth below

Name of Organization	**Amount Requested**	**Amount Recommended**
Bay Area Urban Eagles	$40,000	$30,000
Beyond Barriers Athletic Foundation	$40,000	$20,000
Cooline Kids	$20,000	$20,000
EPATT	$40,000	$30,000
Fresh Approach	$40,000	$30,000
St. Mark AMEZ	$26,500	$20,000
TOTAL	**$206,500**	**$150,000**

PASSED AND ADOPTED this 7th day of May 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 –TOT

GRANT APPLICATION

COVERSHEET

PLEASE READ AND ANSWER ALL QUESTIONS ON THIS APPLICATION FORM.

Organizational Information

Legal Name Organization:	Bay Area Urban Eagles
Address of Organization:	1148 Mandela Court, East Palo Alto, CA 94303
Website:	https://urbaneagles.org

Collaborating Organization:	N/A
Website:	N/A

*Attach additional sheet(s) if necessary.

Contact Information

Grant Administrator	Michael Mashack		
Email	bayareaurbaneagles@gmail.com		
Phone	(650) 906-7937	Fax	

Grant Request

Amount Requested: **(Not to exceed $40,000)**	$ **40,000.00**
Total Project Budget: **(For this project)**	$ **40,000.00**
Matching funds/in-kind donations? **(No)** Circle one. If yes, amount?	$ _____
What is your organization's total annual operating budget?	$ **200,000.00**
Please list the names of matching funding or in-kind donation sources:	OBAP, Individual donors
Black Pilots of America; Silicon Valley Community Foundation (pending), City of Palo Alto. Archer Aviation, Joby Aviation, BAUE Board Members,	

Have you received TOT funding previously? No Year(s)? _____

Is that grant still active? N / A

If not, have you submitted your Closeout forms? N/A

Please indicate your service category: Summer Camp [X] Leadership Development [X]

Career/Employment/Entrepreneurship [X] Other [X] STEM Education, Community Advocacy, Public Policy Education

Target Demographic

Please check the appropriate box(es) indicating the target category and age group(s) (if appropriate) that will be served with the funds requested:

Check Target Category (categories):

Children ☒ | Youth ☒ | Families ☐ | Seniors ☐

Check Age Group(s):

☐ under 5, ☒ 5-10, ☒ 10-15, ☒ 15-18, ☒ 18 – 24, ☐ 25 – 64, ☐ 65 & up

Clients Served:

List the number of **East Palo Alto** Clients you intend to serve during this program: >50
List the **total** number of Clients you intend to serve during this program: > 50

Summer Program Timeline

What are your dates of service for this program? START: June 2024 END: May 2025

What days/nights will you run your program? (Ex: M-F) T, Th Fr, Sa_ Hours? Various

Acknowledgement

X I have read the minimum compliance standards for the City of East Palo Alto TOT Grants Program and can demonstrate that my program meets all minimum standards.

X I agree to fully participate in the City of East Palo Alto's spirit of partnership (see Section 1, Item F. Contractual Requirements and additional requirements as a funded organization.

X I certify that my agency is eligible to apply based on the criteria listed in the Request for Applications and agree to submit any follow up documentation needed to verify eligibility (including but not limited to a 501(c)(3) tax letter). The signatory declares that: 1. they are authorized to sign on behalf of all entities in the partnership (if applicable); 2. the application accurately outlines the extent, objectives, and methods of the project; and 3. the grant funds, if awarded, will be used solely for the purposes outlined in this application.

Signature of Authorized Representative

04/12/2024
Date Signed

Michael Mashack
Printed Name

Executive Director
Title

Bay Area Urban Eagles, Inc.

No Limits!

City of East Palo Alto
Small Grants Program-
Transient Occupancy
Tax Fund Proposal

1148 MANDELA COURT
EAST PALO ALTO, CA 94303
https://bayareaurbaneagles.org/

Education and Training Services: Bay Area Urban Eagles, Inc. is a 501(c)(3) charitable educational organization focused on providing training programs, workshops, and professional development opportunities for East Palo Alto residents ages 8-22 years of age. Our programs aim to inspire a passion for STEM education, expose the array of opportunities and career paths afforded by the aviation industry, and strengthen communities through accessible education. We have adopted an experiential approach to support, train, and gain the necessary proficiency and experience for aviation careers. As a grantee, Bay Area Urban Eagles aim to reduce, or totally eliminate, costs associated with education for disadvantaged youth within the city of East Palo Alto.

Goals and Objectives – Work Plan:

1. Deliver engaging educational programs year-round that introduce participants to a variety of STEM topics specific to the aviation industry (AVSTEM).
2. Foster mentorship and guidance by pairing youth participants with experienced aviation professionals.
3. Provide hands-on training and experiential learning by collaborating with local aviation professionals to facilitate practical training and on-the-job experience.

Expected Outputs & Outcomes:

1. Provide aviation related programs on a continual basis for at least 25 children aged 8 to 14 (category A) and 25 youths aged 15 to 22 (category B). Aviation programming includes but is not limited to the following:
    - Aviation Career Panelist Q&A sessions, STEM education programs, and three 12-week Private Pilot Ground School sessions.
2. Achieve at least 85% completion rate for training programs for all participants categories.
3. Serve at least 300 minority youth from East Palo Alto, aged 8 to 22, through one or multiple Bay Area Urban Eagles program offerings over the course of five years.
4. Improve the overall academic performance of participants in STEM and aviation-related academic programs by 40%.

Clients Served: A total of 50 beneficiaries will be enrolled in one or more of the various program offerings throughout the year– 25 children aged 8 to 14 (category A) and 25 youths aged 15 to 22 (category B).

Project Partners (if any): N/A

Project Timeline: Bay Area Urban Eagles (BAUE) has developed a comprehensive schedule that outlines the sequence of activities over the course of a year. This plan includes identifying potential participants, procuring necessary resources, organizing training, assigning mentors, monitoring progress, hosting a career panelist Q&A session, and collecting feedback from stakeholders. As a TOT grantee, BAUE can ensure that the array of associated program costs are adequately addressed so as to provide quality programs for youth participants. The timeline

ensures a systematic and efficient implementation of the project, with clear deadlines and roles for each activity.

Organizational Mission: BAUE aims to provide educational programs, mentorships, and resources that expose young minority individuals to the world of aviation and aerospace by inspiring, educating, and empowering those youth through aviation experiences, promoting STEM education, and career exploration.

Evidence-Based Impact of Proposed Programs: The aviation/STEM programs offered by BAUE are designed by NASA and the FAA. The programs are intended to develop critical thinking skills using practical applications of math and science. Participants develop leadership skills by working in teams and learn effective communication and decision making. A study published in the "Journal of Research in Science Teaching" found that students engaged in STEM activities performed better in mathematics and science assessments.

Community, Families, & Seniors: Aviation/STEM workshops are designed for youth and families to learn together. Participation is open to all East Palo Alto residents to provide opportunities for community members to explore new interests, career opportunities, and engage in lifelong learning.

Organizational History: Bay Area Urban Eagles, Inc. is a 501(c)(3) nonprofit educational organization founded in 2023 by an African American Informational Technology professional passionate about youth, community, and aviation. The organization started in the City of East Palo Alto but, as the name implies, aspires to serve minority youth in communities throughout the San Francisco Bay Area.

Management and Key Personnel

Michael Mashack - Founder/President: Over the past 20+ years, Michael has worked in the U.S. and Asia as an IT Program Manager with major consulting firms including Deloitte Consulting and Cognizant Technologies in various industries, most recently Healthcare and Pharma. He holds a Bachelor of Science Degree in Business Administration.

Amber Hicks - Vice President: Amber has spent 10 years working with Youth as a Coach, Mentor, and Therapist and, for the past 3 years, employed in the field of Aviation.

Dave Forter - Treasurer: Dave is a long-time resident of Menlo Park and a Commercial Pilot with an Instrument Rating for Single Engine Land and Seaplanes. He earned his first license in 1968 while still in the U.S. Marine Corps. Dave is currently retired but has spent most of his professional career in Silicon Valley.

Kristal Jordan - Secretary: Kristal has an MBA in Finance and Marketing, a passion for animals, and community service.

Curtis Robinson - Director of Operations

Neil Archibald, Oscar Martinez, and Asante Day - Certified Flight Instructors

Jazmaya Reynolds - Managing Member

Proposed Budget Outline

The following is a proposed budget outline that details the allocation of funds that will be used to support the variety of programs offered by Bay Area Urban Eagles.

TOT Funds Requested: $40,000
Program Development and Administration: $3,400 (8.5%)
Curriculum Development: $500
- Research learning models and design a curriculum for the Private Pilot Ground School and AVSTEM programs
- Finalize curriculum: create and print instructional aids, lesson plans, and workbooks for participants
Staff Training: $900
- Quarterly training sessions for volunteers and staff on the AVSTEM program and youth engagement strategies
Administration: $2,000
- Insurance, legal fees, and other administrative costs for a year
Marketing and Recruitment: $1,800 (4.5%)
Promotional Materials: $500
- Design and printing of brochures, business cards, and flyers.
Online Marketing: $300
- Website maintenance, participant registration add-on, feedback/survey ad-on
Community Outreach: $1,000
- Open House Events and activities to promote the program within the EPA community and schools.
Instructional Costs for Category A students: $14,200 (35.5%)
Lead Instructor Salary: $1,500
- Stipend for lead instructor to teach AVSTEM program three times a year
Educational Materials: $4,500
- Craft supplies, workbooks, writing utensils, drones, laptops, etc.

Equipment for Aviation Demonstrations: $2,000
- Desktop windtunnel, model airplanes, and hot air balloon launcher
Meeting room rental for four hours three times/year: $3,200
- Rental costs to conduct AVSTEM workshops
Guest Speakers: $3,000
- Fees for guest speakers from various aviation fields to inspire and educate students
Instructional Costs for Category B students: $18,600 (46.5%)
Instructor Salaries: $3,000
- Stipend for certified flight instructors to teach 12 week ground school sessions three times a year
Educational Materials: $4,000
- FAA textbooks, software subscriptions (ATC Live, Foreflight, FlightAware), workbooks, navigation plotters, calculators, etc.
Equipment: $8,500
- Aviation headsets, flight bags, kneeboards, fuel testers, flashlights, logbooks, multitools, etc.
Classroom rental: $3,100
- Rental costs to conduct classroom instruction
Contingency Fund: $2,000 (5%)
Unexpected Expenses: $2,000
- Reserved for unforeseen costs or emergencies

.

Operational Budget

Our operational budget for our project at Bay Area Urban Eagles Inc. is approximately $200,000. Below is the breakdown of the budget:

S/N	DESCRIPTION	AMOUNT ($)
1	Hangar and Classroom Lease (Palo Alto Airport)	53,500
2	Study Materials	30,000
3	Classroom and Office Furnishings	20,000
4	Flight Training Simulators and Software	80,500
5	Pilot Supplies	16,000
	TOTAL	200000

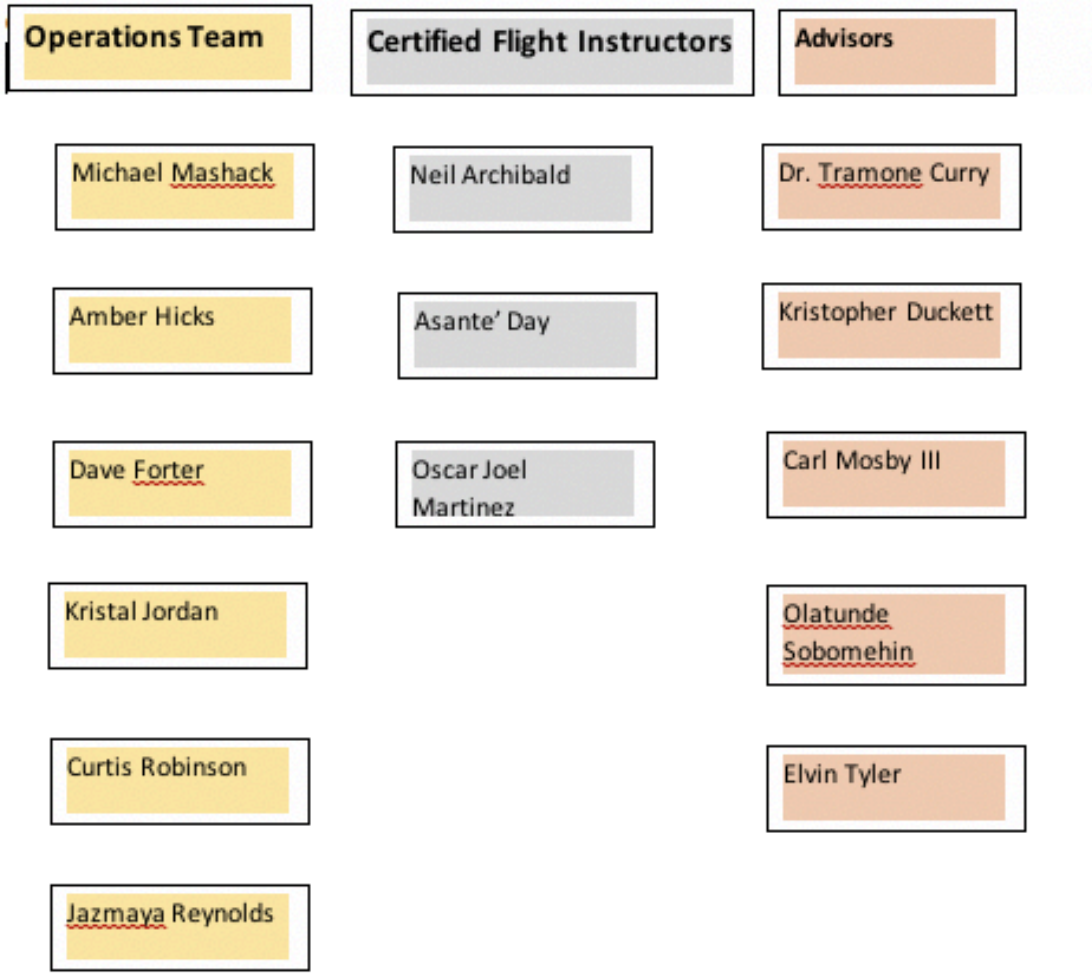
BUDGET JUSTIFICATION

1. **Lease for Hangar and Classroom at Palo Alto Airport: $53,500 -** Ensuring a dedicated, safe, and equipped space for learning and training is vital. This cost covers the lease for a suitable location conducive to aviation education, providing a secure environment for practical training and theoretical classes.
2. **Study Materials for Private Pilot Ground School & Aircraft Maintenance Courses: $30,000 -** Comprehensive educational resources are essential for quality education. This budget covers the purchase of up-to-date study materials and resources necessary for both Private Pilot Ground School and Aircraft Maintenance Courses, ensuring students have access to the latest information and materials for their studies.
3. **Classroom and Office Furnishings: $20,000 -** A conducive learning environment is crucial for effective education. This budget is allocated for purchasing desks, tables, chairs, and other necessary furnishings for the classroom and office spaces, fostering a comfortable and functional environment for both learning and administrative work.
4. **Flight Training Simulators and Software: $80,500 -** State-of-the-art technology significantly enhances hands-on learning. This expense covers the acquisition of advanced flight training simulators and accompanying software, providing students with realistic training experiences and exposure to various flight scenarios in a safe, controlled environment.
5. **Pilot Supplies (Headsets, Kneeboards, Logbooks): $16,000 -** Equipping students with essential tools is fundamental to their training. This budget is allocated for purchasing necessary pilot supplies such as headsets, kneeboards, and logbooks, ensuring students have the required equipment for their training sessions and future professional endeavors.

LOGIC MODEL for Bay Area Urban Eagles, Inc. AVSTEM and Private Pilot Ground School

Inputs	**Outputs**		**Outcomes**		
Budget: $40,000	*Activities*	*Participation*	*Short-Term*	*Intermediate-Term*	*Long-Term*
Equipment: Flight simulators, aircraft models, headsets, educational materials	**Curriculum Development & Instructor Training**	**Students Enrolled:** Number of students participating in the program.	**Increased Knowledge:** Students demonstrate increased knowledge in aviation science, technology, and careers.	**Academic Improvement:** Students exhibit improved academic performance in STEM subjects as a result of program participation.	**Workforce Development:** Contribute to the development of a skilled, diverse workforce for the aviation industry.
Staff: Program coordinators, instructors with aviation experts, Certified Flight Instructors	**Instruction:** AVSTEM Programs & Private Pilot Ground School Sessions	**Classes Conducted:** Number of instructional sessions, workshops, and seminars held.	**Skill Development:** Students develop practical skills in aviation, including basic flight simulation and aircraft maintenance.	**Career Aspirations:** Students express a desire to pursue further education or careers in aviation and related fields.	**Educational Pathways:** Establish clear pathways for students interested in pursuing further education and careers in aviation.
Facilities: Classroom and meeting rooms for practical instruction.	**Student Recruitment and Targeted Outreach**	**Certificates of Completion:** Number of students completing the program and receiving certificates.	**Enhanced Interest:** Students show increased interest in aviation and STEM fields as potential career paths.	**Community Engagement:** Increased awareness and interest in aviation among the wider community, including families and schools.	**Program Sustainability:** Secure ongoing funding and support to make the aviation youth program a sustainable, long-term initiative.

Organization Chart



Target Demographic

Please check the appropriate box(es) indicating the target category and age group(s) (if appropriate) that will be served with the funds requested:

Check Target Category (categories):

Children ☑ | Youth ☑ | Families ☐ | Seniors ☐

Check Age Group(s):

☑ under 5, ☑ 5-10, ☑ 10-15, ☑ 15-18, ☐ 18 – 24, ☐ 25 – 64, ☐ 65 & up

Clients Served:

List the number of **East Palo Alto** Clients you intend to serve during this program: APPROX. 200
List the **total** number of Clients you intend to serve during this program: APPROX. 200

Summer Program Timeline

What are your dates of service for this program? START: MAY END: SEPTEMBER

What days/nights will you run your program? (Ex: M-F) M-F Hours? 9-5

Acknowledgement

☑ I have read the minimum compliance standards for the City of East Palo Alto TOT Grants Program and can demonstrate that my program meets all minimum standards.

☑ I agree to fully participate in the City of East Palo Alto's spirit of partnership (see Section I, Item F. Contractual Requirements and additional requirements as a funded organization.

☑ I certify that my agency is eligible to apply based on the criteria listed in the Request for Applications and agree to submit any follow up documentation needed to verify eligibility (including but not limited to a 501(c)(3) tax letter). The signatory declares that: 1. they are authorized to sign on behalf of all entities in the partnership (if applicable); 2. the application accurately outlines the extent, objectives, and methods of the project; and 3. the grant funds, if awarded, will be used solely for the purposes outlined in this application.

Andy Chan
Signature of Authorized Representative

3/6/2024
Date Signed

ANDY CHAN
Printed Name

PRESIDENT
Title

City of East Palo Alto - TOT
Grant Application
Coversheet

Organizational Information
Legal Name Organization: Beyond Barriers Athletic Foundation
Address: 50 Woodside Plaza, Suite 426, Redwood City, CA 94061
Website: https://beyondbarriersaf.org/

No Collaborating Organization

Contact Information
Grant Administrator: Andy Chan, BBAF Board President
Email: achanman@me.com
Phone: 650-208-7763
No Fax number

Grant Request: $40,000
Total Project Budget (For this project): $40,000
Matching funds/in-kind donations: Yes - anticipated matching funds - $100,000 for all areas served.
Organization's Total Annual Operating Budget: $140,000 total operating budget serves low-income families in Palo Alto, Menlo Park, and East Palo Alto.
Matching fund sources: Palo Alto Community Foundation, Westly Foundation, City of Menlo Park, Palo Alto Weekly Holiday Fund, The Olympic Club, John & Marcia Goldman Foundation, Individual donors, Community fundraising events

Have you received TOT funding previously: No
If not, have you submitted your Closeout forms: No
Please indicate your service category: Sports/Recreation

Narrative

Project Service Category: Sports/Recreation

Goals and Objectives:
Provide swimming lessons for 200 low-income children in EPA. BBAF serves children between 1 to 18 years of age who are members of “low-income” families (defined as having a combined household income of less than 300% of the designated Federal Poverty Level for the community, and who reside in Bay Area neighborhoods in need).

1) **Health & Safety**: *Provide children in underserved communities with affordable access to learn to swim, a lifelong recreational activity, and improve their overall health and safety.*
2) **Academic, Personal, and Career Success**: *Empower children to join swim and water polo teams and lifeguarding employment opportunities that result in academic and personal capabilities to increase academic advancement, social capital building, and work-related experiences that contribute to career success.*

Work Plan

How many clients do you intend to serve: 200 children in EPA.

Project Partners: BBAF partners with existing swim programs at local pools, a unique holistic, integrated approach that leverages existing providers and community facilities. BBAF partners that serve EPA youth: Lewis & Joan Platt EPA Family YMCA, Menlo Swim & Sport: Belle Haven, Rinconada & Burgess Pools, Palo Alto Stanford Aquatics.

Project Timeline: May-Sept 2024

How this project helps your organization fulfill its broader mission /Include Mission Statement: BBAF’s mission is to promote healthy lifestyles, improve personal safety, and add structure for lifelong achievement by providing scholarships for aquatic programs to underserved youth. EPA TOT program funding will enable BBAF to serve additional East Palo Alto youth and families. Every additional $100 raised teaches an additional underserved child to swim and lays the foundation for lifelong achievement.

How proposed program activities will increase a young person’s achievement or help positively develop their social skills. Evidence-based strategies will be viewed favorably: Learning to swim is an essential safety skill for children and provides a solid foundation for lifelong achievement in the classroom and beyond. A July 2023 New York Times article, *Drowning Is No. 1 Killer of Young Children. U.S. Efforts to Fix It Are Lagging*, stated: *“Though overall drowning deaths have decreased by one-third*

since 1990, they have risen by 16.8 percent in 2020 alone, according to the C.D.C. There are still over 4,000 of them in the United States annually, and about a quarter of the deaths are of children. An analysis by the C.D.C. shows that Black children between ages 5 and 9 are 2.6 times more likely to drown in swimming pools than white children, and those between ages 10 and 14 are 3.6 times more likely to drown. Disparities are also present in most age groups for Asian and Pacific Islander, Hispanic, and Native American and Alaska Native children."

Swimming also provides young children an opportunity to develop social skills while participating in aquatic activities at their neighborhood pool. As their aquatic skills improve, kids have an opportunity to join swimming, water polo teams, and lifeguard. Children who participate in sports are more likely to obtain better grades, enhance time management skills, and develop leadership potential. Basic swim skills are a prerequisite to have access to many high school programs (swim, diving, water polo) and potential college scholarship opportunities.

Impact on families and/or seniors of East Palo Alto: When children can swim, families and caregivers (including seniors) are significantly less anxious about the safety and well-being of their children when at the pool on their own and/or with friends.

Organizational history: In 2012, a group of dedicated adult swimmers founded BBAF. starting with one partner provider at an East Menlo Park pool serving just under 100 children. Since its inception, BBAF has been able to successfully grow and impact over 10,600 children, subsidizing 44,500 swim lessons and 9,500 hours of other aquatic activities.

Lead staff/qualifications: BBAF is run by a five-person board of directors, all unpaid volunteers who are experienced business, legal, and non-profit leaders. Thus, BBAF can focus the majority of its funds on supporting swimmers directly, with very little administrative expense.

Proposed budget:
In 2024, $100,000 (71%) of all funds raised will be distributed directly to low-income children to take swimming lessons at neighborhood swimming pools. $21,600 (15%) will cover administrative expenses, and $18,400 (14%) will be utilized as cash flow reserves for swimming lessons in early 2025.

Many potential funders (foundations and individuals) have donated to BBAF in prior years and are committed to the mission of BBAF going forward.

Logic Model

Program: Beyond Barriers Athletic Foundation (BBAF)

Budget: $40,000
Matching Funds: $100,000
Timeline: May-September 2024

Priorities and Intended Outcomes: Learning to swim is an essential safety skill for children and provides a solid foundation for lifelong achievement in the classroom and beyond. Objective: Provide swimming lessons for 200 low-income children at local neighborhood pools in EPA.

Inputs

- Local provider pools
- Funds to subsidize the cost of swimming lessons, swim team/water polo participation, lifeguard training

Outputs

Activities

- Swimming lessons

Participation

- Low-income youth, ages 1-18

Outcomes

Short

- Youth who learn to swim
- Fewer swimming-related deaths

Medium

- Swim and water polo team participation
- Increased confidence, social skills, belonging

Long

- Lifeguard employment and competitive sports participation
- College acceptance and scholarships
- Increased leadership and employment skills
- Lifelong friendships and health benefits
- Generational transformation re: no more fear of the water

CITY OF EAST PALO ALTO –TOT

GRANT APPLICATION

COVERSHEET

PLEASE READ AND ANSWER ALL QUESTIONS ON THIS APPLICATION FORM.

Organizational Information

Legal Name Organization:	Cooline Team of East Palo Alto
Address of Organization:	1750 Bayshore Rd Apt 10, East Palo Alto CA, 94303
Website:	https://www.coolinekids.org/
Collaborating Organization:	EPACENTER Arts
Website:	https://epacenter.org/

*Attach additional sheet(s) if necessary.

Contact Information

Grant Administrator	Joseph Finke, Vida Amanat		
Email	Coolinekids@gmail.com		
Phone	(650) 308-9161	Fax	

Grant Request

Amount Requested: **(Not to exceed $40,000)**	$ 20,000
Total Project Budget: **(For this project)**	$ 37,235
Matching funds/in-kind donations? **(Yes/No)** Circle one. If yes, amount?	$
What is your organization's total annual operating budget?	$ 37,235
Please list the names of matching funding or in-kind donation sources:	

Have you received TOT funding previously? Yes ☐ No ■ Year(s)? _____

Is that grant still active? Yes ☐ No ■

If not, have you submitted your Closeout forms? Yes ☐ No ■

Please indicate your service category: Summer Camp ■ Leadership Development ■

Career/Employment/Entrepreneurship ☐ Crisis Intervention ☐

Sports/Recreation ☐ Re-Entry/Diversion ☐ Other ☐

Target Demographic

Please check the appropriate box(es) indicating the target category and age group(s) (if appropriate) that will be served with the funds requested:

Check Target Category (categories):

Children ■ | Youth ■ | Families ■ | Seniors ☐

Check Age Group(s):

☐ under 5, ■ 5-10, ■ 10-15, ■ 15-18, ■ 18 – 24, ☐ 25 – 64, ☐ 65 & up

Clients Served:

List the number of **East Palo Alto** Clients you intend to serve during this program: 100
List the **total** number of Clients you intend to serve during this program: 100

Summer Program Timeline

What are your dates of service for this program? START: 06/10/24 END: 06/28/24

What days/nights will you run your program? (Ex: M-F) Monday-Friday Hours? 8:30-3:30

Acknowledgement

■ I have read the minimum compliance standards for the City of East Palo Alto TOT Grants Program and can demonstrate that my program meets all minimum standards.

■ I agree to fully participate in the City of East Palo Alto's spirit of partnership (see Section 1, Item F. Contractual Requirements and additional requirements as a funded organization.

■ I certify that my agency is eligible to apply based on the criteria listed in the Request for Applications and agree to submit any follow up documentation needed to verify eligibility (including but not limited to a 501(c)(3) tax letter). The signatory declares that: 1. they are authorized to sign on behalf of all entities in the partnership (if applicable); 2. the application accurately outlines the extent, objectives, and methods of the project; and 3. the grant funds, if awarded, will be used solely for the purposes outlined in this application.

Joseph Finke Vida Amanat
Signature of Authorized Representative

03/06/24
Date Signed

Joseph Finke Vida Amanat
Printed Name

Program Director
Title

Thank you for giving us an opportunity to make adjustments to our application. Below are the adjustments and edits made based on the feedback that our program was too short to make a lasting impact.

Adjustments:

Extended Youth Engagement Program: Alongside our three-week summer camp, our main priority is a program aimed at youths aged 14-20. Our focus extends beyond the camp duration, emphasizing skill development through real-world service. Our weekly meetings with these youths prioritize skill enhancement. Currently we are teaching youth in areas such as curriculum design, fundraising, operations/student registration, and social media management. By nurturing their communication, leadership, collaboration, and creativity skills, we prepare them for meaningful contributions to their community beyond the camp period.

Post-Camp Youth Empowerment Events: Our commitment extends beyond the summer camp. We plan to organize events post-camp that emphasize community service. By offering platforms for high school-aged youths to engage in service-oriented activities, we aim to equip them with experiences essential for personal growth and community development. Collaborations with other non profits underscore our dedication to fostering ongoing youth involvement in community initiatives.

Enhanced Partnerships for Lasting Impact: We recognize the importance of strategic partnerships for sustainable community impact. Collaborations with organizations like Onyxx and Bay Area Urban Eagles facilitate the development of post-camp programs led by our high school-aged youth leaders. With the funding provided by the city, we can work with these programs and give stipends to benefit the youth who are dedicated to serving the community they come from. These programs that occur past the 3 week camp period, aim to provide valuable educational opportunities for youth while promoting community engagement and leadership development.

Goals and Objectives
Below are the slight edits to the Goals and Objectives to better represent our long term impact on the community.

<u>Goal 1: Extended Youth Empowerment Program</u>
Through a youth engagement program, CoolineKids aims to empower over 20 youth aged 14-20 from diverse backgrounds in East Palo Alto. Weekly meetings will focus on skill development in areas such as communication, leadership, collaboration, and creativity, with a strong emphasis on real-world service. These skills will be honed through both active participation in organizational tasks and decision-making processes and classes that promote skills such as culturally responsive teaching, and junior leadership.

CoolineKids seeks to establish a sustainable impact on the community beyond the summer camp period. By organizing post-camp events and partnering with local organizations and partners, we aim to provide ongoing opportunities for youth leadership, service, and community involvement. These initiatives will contribute to the long-term development and empowerment of East Palo Alto's youth.

Goal 2: Provide High-Quality Summer Camp Experiences

CoolineKids aims to offer high-quality summer camp experiences to 80 K-8th grade students and 20 High school to College students in East Palo Alto. This includes the successful implementation of CrewCamp training for youth leaders from June 10-15 and the execution of KidsCamp from June 17-28, with a focus on collaboration, creativity, communication, and compassion skills.

Goal 3: Foster Community Engagement and Collaboration

To ensure lasting change and to foster community engagement, the project plans to gather feedback through end-of-camp surveys, informational meetings, surveys, and conversations with families. Collaborations and partnerships with EPACENTER, Samaritan House, East Palo Alto Library, Onyxx, The Little Blue House, Bay Area Urban Eagles, Robotics for All, and other local organizations aim to attract students and provide enriching opportunities for the youth in East Palo Alto to continue to engage in.

Funds

CoolineKids is requesting $20,000 to support stipends for community youth, purchase programming supplies, wellness support services (for students who have IEP's and greater behavioral needs) as well as operation supplies. This funding will enable us to uphold the quality of our summer camp while ensuring the participation of dedicated high school-aged youths from the East Palo Alto community.

As outlined in our application, the $20,000 budget will cover stipends for youth leaders, essential programming supplies. We aim to supplement this budget through community partnerships for meal donations and space rental, collaborating with local organizations for additional support, and establishing connections with potential funders for long-term sustainability.

Even with a reduced budget, such as $15,000, we remain committed to delivering a high-quality summer camp experience. However, a lower budget would necessitate reducing stipends for our dedicated high school-aged youth leaders from East Palo Alto.

The Importance of Stipends:

Stipends are crucial to recognize the hard work and dedication of our youth leaders. These individuals invest significant time and effort to strengthen our community. By providing stipends,

we invest directly in the future of East Palo Alto, supporting the development of local talent and leadership.

It's important to note that stipends provided by the city are allocated solely to the youth participants, not to program directors or staff. Offering stipends not only compensates youth for their contributions but also provides them with valuable summer employment opportunities. This allows them to earn income, acquire new skills, and prepare for their future endeavors, thereby fostering dedication to CoolineKids and ongoing community engagement.

2024 CoolineKids Budget

2024 Budget Proposal	Goal Expenses
KidsCamp Program	
Stipends (25 staff @ apx. $1,000)	$25,000.00
Programming Supplies (4 classrooms @ $500)	$2,000.00
Wellness Services & Supports	$400.00
Junior Leaders Projects	$300.00
Extended Care Supplies & Equipment	$200.00
Food (Snacks, Emergency Supplies)	$200.00
Operations Supplies	$450.00
Leadership Team Planning Retreat (15 members @ $50)	$750.00
Hiring Day Lunch & Gifts	$150.00
Staff Swag & T-shirts	$600.00
Student T-Shirts & Swag	$1,700.00
General Operating	
Recruitment Expenses	$100.00
Design Expenses	$500.00
Financial Advisor	$1,000.00
Platform Costs	$30.00
Business License	$55.00
Technology	$200.00
Program Curriculum	$200.00
Program Insurance	$4,000.00
TOTAL	**$37,835.00**

**** Grant funds will primarily be allocated to line items highlighted in yellow***

CITY OF EAST PALO ALTO –TOT

GRANT APPLICATION

COVERSHEET

PLEASE READ AND ANSWER ALL QUESTIONS ON THIS APPLICATION FORM.

Organizational Information

Legal Name Organization:	East Palo Alto Tennis and Tutoring (EPATT)
Address of Organization:	PO Box 60597, Palo Alto, CA 94306
Website:	www.epatt.org

Collaborating Organization:	NA
Website:	NA

*Attach additional sheet(s) if necessary.

Contact Information

Grant Administrator	Amy Kohrman
Email	amy@epatt.org
Phone 650.799.0446	Fax NA

Grant Request

Amount Requested: **(Not to exceed $40,000)**	**$ 40,000**
Total Project Budget: **(For this project)**	**$ 80,025**
Matching funds/in-kind donations? **(Yes)** Circle one. If yes, amount?	**$ 40,000**
What is your organization's total annual operating budget?	**$ 1,876,800**
Please list the names of matching funding or in-kind donation sources:	City of Menlo Park,
Meta Local Community Fund, Eucalyptus Foundation	

Have you received TOT funding previously? Yes X No

Please indicate your service category:
X Summer Camp X Sports/Recreation X Other (College Readiness Bootcamp)

Target Demographic

Please check the appropriate box(es) indicating the target category and age group(s) (if appropriate) that will be served with the funds requested:

Check Target Category (categories):

X Children X Youth X Families Seniors

Check Age Group(s):

X 5-10 X 10-15 X 15-18 18 – 24, 25 – 64, 65 & up

Clients Served:

List the number of **East Palo Alto** Clients you intend to serve during this program: 70

List the **total** number of Clients you intend to serve during this program: 80

Summer Program Timeline

What are your dates of service for this program? START: 6/24 END: 7/26

What days/nights will you run your program? (Ex: M-F) Monday - Friday

Hours? 8AM - 4PM (Kinder/1st Literacy) 9AM - 4PM (College Readiness Bootcamp for 6th-9th)

Acknowledgment

X I have read the minimum compliance standards for the City of East Palo Alto TOT Grants Program and can demonstrate that my program meets all minimum standards.

X I agree to fully participate in the City of East Palo Alto's spirit of partnership (see Section 1, Item F. Contractual Requirements and additional requirements as a funded organization.

X I certify that my agency is eligible to apply based on the criteria listed in the Request for Applications and agree to submit any follow-up documentation needed to verify eligibility (including but not limited to a 501(c)(3) tax letter). The signatory declares that: 1. they are authorized to sign on behalf of all entities in the partnership (if applicable); 2. the application accurately outlines the extent, objectives, and methods of the project; and 3. the grant funds, if awarded, will be used solely for the purposes outlined in this application.

_____ _____

Signature of Authorized Representative *Date Signed*

_____ _____

Printed Name *Title*

2024 COLLEGE READINESS
SUMMER PROGRAMS

EPATT is requesting funding for our College Readiness summer programs. We developed a Literacy Camp for rising kindergarteners and first graders to prepare students to be on a college track from an early age. Research supports that if students demonstrate academic mastery in the early grades, they are far less likely to fall behind in later grades and more likely to graduate and go to college. We first offered it in June 2022, and nearly all participants, non-readers at the start, learned to read in just four weeks. Our College Readiness Bootcamp for rising 6th to 9th graders is designed to help students achieve grade level in math and reading.

The five-week College Readiness summer programs are scheduled for June 24 - July 26. Literacy Camp will serve 25 students from the East Palo Alto community. Our goal is for at least 75% of students to read at or above grade level by the end of the program. We anticipate serving 30 middle and 25 high school students from the EPA community in our College Readiness Bootcamp. The program aims to help students achieve grade level in math and reading. It features weekly career talks by EPATT alumni and board members. One objective is to introduce students to various industries and trades.

Two of our partners are Cesar Chavez Ravenswood Middle School (CCRMS), which will provide classrooms, and the Ravenswood City School District (RCSD), which is considering incorporating EPATT's highly effective in-school tutoring program at district elementary schools. Other partners include the YMCA, Riekes Center, and Ecumenical Hunger Program.

The summer programs help us fulfill our broader organizational mission. We exist to equip youth to thrive in college and career pathways through academic one-on-one tutoring, parent empowerment, enrichment activities, mentorship, coaching, and tennis instruction. Even before the pandemic, many local students were not performing at grade level. We have observed that 6th - 9th graders are the most vulnerable. Without intervention, they will not likely catch up before graduating high school. There are few proven and effective interventions for middle school students struggling with reading and math. Tragically, "...the lowest-achieving students may further disengage from school, making it harder to graduate from high school and hold down even low-wage jobs…As the pandemic generation enters adulthood, they may face a lifetime of lost opportunities." (New York Times, "Students Are Making a 'Surprising' Rebound from Pandemic Closures. But Some May Never Catch Up", January 31, 2024) We are working tirelessly to help students recover and rebound from the pandemic - and we're making a difference.

For over 36 years, EPATT has used the unusual combination of tennis and tutoring to shrink the opportunity gap for local K-12 youth. Tutoring has been fundamental to our work; we are tutoring specialists. At EPATT, it entails academic skill-building, addressing the gaps in a student's knowledge, and boosting performance by focusing on a student's strengths with a tutor who knows them well. Our Executive Director, Kesha Weekes, co-authored and co-teaches a Stanford School of Education class on tutoring math. We offer students a safe, inclusive space where they feel welcomed. EPATT coaches and teachers serve as positive role models who reflect their students' lived experiences.

EPATT provides opportunities to support parents and builds community through workshops, meetings, activities, and a bi-weekly Friday BBQ, where parents can meet with staff and teachers to discuss student progress.

EPATT was founded as a summer tennis program in 1988. We added an academic component and expanded to a year-long format. After 10 years based in EPA, we moved to Stanford University, where we were headquartered for 23 years. In 2020, when the pandemic forced schools to close, we operated safe, distance-learning hubs for over 200 local students. In August 2024, the $3.6 million EPATT Center, comprised of six tennis courts and four EPATT classrooms, will open on the CCRMS campus.

Our summer programs will be led by Kesha Weekes, Christina Erwin, Elementary School Group (ESG) Director, Carmen Chavez, Middle School Group (MSG) Director, and Yasary "Yaya" Villalobos, High School Group (HSG) Director, as well as EPATT tennis coaches. They'll be joined by literacy specialists/reading teachers specializing in the Science of Reading methods, tutors, and high school interns. Kesha and Christina, both graduates of Stanford, have been at EPATT for 26 and 24 years, respectively. Carmen has many years of experience managing after-school programs and collaborating with community members. An EPA native, she enjoys helping prepare the next generation for college and career. Yasary has over 14 years of experience working with youth, families, and community services. She is a compassionate teacher focused on helping students reach important milestones while maintaining a healthy work-life balance and a thoughtful advocate for students and parents.

A full-court press is required to achieve our ambitious goals for our summer programs. Our proposed budget reflects the inputs required (qualified instructors, experienced tutors, field trips) to accomplish our objectives. In return, most of our youngest students will have learned to read, and most of our bootcamp students will have staved off the summer slide and reached or exceeded grade level in math and reading.

Inputs	Activities	Outputs	Outcomes	Impact
Staff, literacy specialists, tutors, and interns	One-on-one tutoring	Percentage of students who show improvement in reading and math	Increased confidence and self-esteem related to academic abilities	Closing the achievement gap: The program contributes to narrowing the disparity in academic performance between under-resourced students and their peers, ultimately leading to greater equity in education.
Classrooms	Implementing reading comprehension activities, literacy interventions, and strategies to improve students' reading fluency, vocabulary, and comprehension skills.	Number of students who continue with EPATT in the fall	Higher rates of school engagement	Breaking the cycle of poverty: By improving academic outcomes and fostering a positive learning environment, the program helps empower under-resourced children to pursue higher education and future career opportunities, potentially breaking the cycle of poverty in their families.
Collaborations with CCRMS, YMCA, EHP, and Riekes	Implementing math-based activities, interventions, and strategies to help students achieve grade level math	Total hours of tutoring provided	Increased interest in pursuing higher education or career opportunities.	Strengthening communities: As students succeed academically and socially, they become more engaged and productive members of their communities, contributing to positive social cohesion and collective well-being.
Tablets, WiFi, headphones, educational software	Providing mentorship and emotional support to students, fostering positive relationships, and promoting socio-emotional development and resilience.	Attendance rate of students	Progress towards grade-level proficiency in key academic areas	Building human capital: The program invests in the development of human capital by equipping students with the skills, knowledge, and confidence they need to succeed academically and thrive in their future endeavors.
Funding	College tours to broaden students' horizons, expose them to new experiences, and inspire them to attend college.	Number of assessments administered to track student progress	Development of study skills and organizational strategies.	Improving future life outcomes: Through enhanced academic performance, socio-emotional development, and access to resources, participants are better positioned to achieve their goals and lead fulfilling lives as productive members of society.
Tennis and fitness	Hosting parent workshops and 1:1 parent meetings.	Number of extracurricular educational activities organized for program participants	Averted summer slide	Promoting lifelong learning: By instilling a love for learning and providing support beyond the classroom, the program fosters a culture of lifelong learning and continuous personal growth among participants.
Evaluation and assessment tools	Regularly assessing students' academic progress to ensure they're meet their evolving needs and learning goals.	Number of tutoring sessions conducted	Improved overall well-being and socio-emotional development.	Empowering individuals and families: Through increased educational attainment and socio-economic mobility, participants and their families gain greater agency and empowerment to shape their own futures and advocate for their needs.

Inputs	Activities	Outputs	Outcomes	Impact
Staff, literacy specialists, tutors, and interns	One-on-one tutoring	Number of students who learned to read	Increased confidence and self-esteem related to academic abilities	Closing the achievement gap: The program contributes to narrowing the disparity in academic performance between under-resourced students and their peers, ultimately leading to greater equity in education.
Classrooms	Educational games and field trips to reinforce learning concepts and engage students in interactive and hands-on learning experiences.	Number of students who continue with EPATT in the fall	Greater engagement and enthusiasm for learning	Breaking the cycle of poverty: By improving academic outcomes and fostering a positive learning environment, the program helps empower under-resourced children to pursue higher education and future career opportunities, potentially breaking the cycle of poverty in their families.
Tablets, WiFi, headphones, Zoom, educational software	Regularly assessing students' academic progress, tracking their performance, and adjusting instructional strategies as needed to meet their evolving needs and learning goals.	Number of assessments administered to track student progress	Decreased absenteeism and tardiness from school	Strengthening communities: As students succeed academically and socially, they become more engaged and productive members of their communities, contributing to positive social cohesion and collective well-being.
Funding	Reading comprehension activities and literacy interventions to improve students' reading fluency, vocabulary, and comprehension skills.	Percentage of students who show improvement in reading	Progress towards grade-level proficiency in key academic areas	Building human capital: The program invests in the development of human capital by equipping students with the skills, knowledge, and confidence they need to succeed academically and thrive in their future endeavors.
Training	Fostering positive relationships and promoting socio-emotional development and resilience.	Quantity of feedback surveys	Averted summer slide	Improving future life outcomes: Through enhanced academic performance, socio-emotional development, and access to resources, participants are better positioned to achieve their goals and lead fulfilling lives as productive members of society.
Evaluation and assessment tools	Hosting parent workshops and 1:1 parent meetings.	Number of extracurricular educational activities	Improved behavior and discipline within the school environment	Promoting lifelong learning: By instilling a love for learning and providing support beyond the classroom, the program fosters a culture of lifelong learning and continuous personal growth among participants.

2024 Summer Programs	# of students	Tutors	Literacy specialists	HS interns	Field trips*	Weekly Family Picnics	Materials	Food	Total
Kinder/1st grade Literacy Camp	25	$5,750	$3,300	$4,500	$6,000	$1,250	$1,000	$3,000	$24,800
College Readiness Bootcamp	55	$18,975	$11,000	$9,000	$7,000	$1,250	$2,000	$6,000	$55,225
	80								**$80,025**
* includes transportation									
Planned Kinder/1st grade Field Trips:									
1) Monterey Aquarium									
2) Hiking in the Baylands									
3) Zoo									
Planned Middle/High School Field Trips:									
1) Career exploration and college tours									
2) SkyZone									
3) Community Service									
We have secured or will request these matching funds:	**Received**	**Pending**							
City of Menlo Park	$8,000								
Meta Local Community Fund		$5,000							
Eucalyptus Foundation		$27,000	**Total**						
	$8,000	$32,000	**$40,000**						
We are requesting $40,000 from EPA TOT for our summer programs.									

CITY OF EAST PALO ALTO –TOT

GRANT APPLICATION

COVERSHEET

PLEASE READ AND ANSWER ALL QUESTIONS ON THIS APPLICATION FORM.

Organizational Information

Legal Name Organization:	Fresh Approach
Address of Organization:	5060 Commercial Circle, Ste C, Concord, CA 94520
Website:	freshapproach.org

Collaborating Organization:	
Website:	

*Attach additional sheet(s) if necessary.

Contact Information

Grant Administrator	Andy Ollove		
Email	andyollove@freshapproach.org		
Phone	925-771-2991	Fax	

Grant Request

Amount Requested: **(Not to exceed $40,000)**	$ $39,835
Total Project Budget: **(For this project)**	$ $107,334
Matching funds/in-kind donations? **(Yes/No)** Circle one. If yes, amount?	$ $67,499
What is your organization's total annual operating budget?	$ $2,786,366.63
Please list the names of matching funding or in-kind donation sources:	
Costco Foundation, Packard Foundation, CDFA Specialty Crop Block Grant, Stanford Medicine Children's Health	

Have you received TOT funding previously? Yes [X] No [ ] Year(s)? 2018, 2019, 2023

Is that grant still active? Yes [ ] No [X]

If not, have you submitted your Closeout forms? Yes [X] No [ ]

Please indicate your service category: Summer Camp [ ] Leadership Development [ ]

Career/Employment/Entrepreneurship [ ] Crisis Intervention [ ]

Sports/Recreation [ ] Re-Entry/Diversion [ ] Other [X]

Target Demographic

Please check the appropriate box(es) indicating the target category and age group(s) (if appropriate) that will be served with the funds requested:

Check Target Category (categories):

Children [X] | Youth [X] | Families [X] | Seniors [X]

Check Age Group(s):

[X] under 5, [X] 5-10, [X] 10-15, [X] 15-18, [X] 18 – 24, [X] 25 – 64, [X] 65 & up

Clients Served:

List the number of **East Palo Alto** Clients you intend to serve during this program: 7,600
List the **total** number of Clients you intend to serve during this program: 7,600

Summer Program Timeline

What are your dates of service for this program? START: April 2024 END: November 2024

What days/nights will you run your program? (Ex: M-F) Wednesday Hours? 8:30am - 12:30pm

Acknowledgement

[X] I have read the minimum compliance standards for the City of East Palo Alto TOT Grants Program and can demonstrate that my program meets all minimum standards.

[X] I agree to fully participate in the City of East Palo Alto's spirit of partnership (see Section 1, Item F. Contractual Requirements and additional requirements as a funded organization.

[X] I certify that my agency is eligible to apply based on the criteria listed in the Request for Applications and agree to submit any follow up documentation needed to verify eligibility (including but not limited to a 501(c)(3) tax letter). The signatory declares that: 1. they are authorized to sign on behalf of all entities in the partnership (if applicable); 2. the application accurately outlines the extent, objectives, and methods of the project; and 3. the grant funds, if awarded, will be used solely for the purposes outlined in this application.

Signature of Authorized Representative	3/5/24 *Date Signed*
Laura deTar *Printed Name*	Executive Director *Title*

Connecting underserved residents with nourishing food in East Palo Alto (EPA).
Mission: Fresh Approach's mission is to connect communities with nourishing food from California farmers and expand knowledge about food and nutrition. This project connects low-income EPA households with locally grown, culturally appropriate food, enhancing health outcomes for entire families. It also creates resource-sharing, relationship-building through recreation, and educational opportunities on nutrition.
Organizational History: Fresh Approach's involvement in EPA is centered on managing the EPA Community Farmers' Market since 2018, following a merger with Collective Roots, another EPA-based nonprofit. Additionally, we've partnered with the Ravenswood Family Health Center since 2017 to provide nutrition education and distribute "prescription vouchers" redeemable for fruits and vegetables. Furthermore, our Collective Roots Community Garden, established in 2008, offers EPA residents access to free garden and climate resilience resources. This initiative has expanded to include collaboration with *Climate Resilient Communities* in installing rain gardens, enhancing environmental sustainability in the region.
Service Category: This project serves all three project priorities (Children/Youth, Family Services, and Seniors) through a holistic approach to providing affordable access to healthy, culturally appropriate food and nutrition education for seniors and families.
Work Plan & Timeline:
Goal 1: Provide Easy Access to Healthy Food, Promote Stronger Local Economies, Vibrant Neighborhoods, and Healthy People

- Objective 1.1: Operate the EPA Community Farmers' Market every week from April to November 2024, in alignment with Policy 6.2 of the Vista Plan 2035, which emphasizes retaining healthy food outlets in the city.
- Objective 1.2: Distribute $60,000 in Healthy Food Incentives to low-income families from April to November 2024, as recommended in Policy 6.4 of the Vista Plan 2035, which encourages providing financial incentives for farmers markets. A portion of these incentives will be distributed through other community based organizations and the Ravenswood Family Health Network.
- Objective 1.3: Integrate Zumba classes into the market activities, held every other week, from May to November 2024. These classes will not only promote physical activity but also create a lively and engaging atmosphere at the market, contributing to the creation of vibrant neighborhoods and healthy communities as outlined in the Vista Plan 2035.

Goal 2: Increase Access to Nutrition Education and Complementary Community Resources

- Objective 2.1: Host monthly cooking demonstrations at the market from May to November 2024 to enhance awareness of culturally appropriate fruits and vegetables, as recommended in Policy 6.1 of the Vista Plan 2035, which

emphasizes improving the food environment and promoting healthy eating habits.

- Objective 2.2: Implement a multi-language nutrition education and food access campaign with materials distributed through schools, social media, and other outlets to raise awareness.
- Objective 2.2: Organize regular tabling for local organizations during the summer months, providing community engagement and resource-sharing opportunities.

Clients served: Through matching incentives programs and increased education around healthy food, we will serve 7,600 individuals; 5-10 volunteers and interns.

Improving Youth Academic Achievement: Recent research has underscored the correlation between increased consumption of fruits and vegetables and enhancements in cognitive function and mental well-being among young individuals (Carillo et al., 2019; Hayhoe et al., 2021). These findings align with the objectives in Goal HE-6 of the Vista Plan 2035, which aims to improve access to healthy food for all East Palo Alto residents, promoting healthier lifestyles and stronger academic outcomes for youth.

Supportive Community Environment: The EPA Community Farmers' Market, in line with the Vista Plan 2035, serves as a hub for promoting healthy behaviors and community connections. Collaborating with local partners (including The Primary School, Nuestra Casa, Mannakin Theater & Dance, Boys and Girls Club, College Track, the Ravenswood Family Health Center, and the EPACENTER), we aim to enhance access to healthy food and nutrition education, fostering vibrant neighborhoods and stronger local economies. Additionally, Zumba classes will be integrated into market activities to promote physical activity and community engagement.

Lead staff: Isabel Medina, South Bay Food Access Program Manager, who has managed the EPA Farmers Market since 2018, coordinating with dozens of farmers and vendors to sell at the market, and organizing market promotion with community partners; **Lizette Claderon, Food Access Program Specialist**, who started with Fresh Approach in 2019 supporting the operations at the EPA Farmers Market and the Mobile Farmers' Market.

Proposed Budget: The total budget requested for this healthy food access and community wellness project is $107,334, and $39,835 is requested from the TOT grant program. Matching funds are provided through grants and partnerships with Stanford Children's Health, the California Department of Agriculture, and the Costco Foundation. This budget will facilitate an expansion of programming and community impact goals in several key areas: Increasing the proportion of Healthy Food Incentives distributed to low-income residents via health clinics and community organizations, improving accessibility. Supporting operating costs for new offerings like biweekly Zumba classes which promote community vibrancy and wellness. Enabling pursuit of larger-scale grants to amplify the project's influence on nutrition, public health, and economic growth in EPA.

Personnel (lead applicant staff)							
Title / Item	*Justification*	*Narrative*	*TOT Funds*	*% of Grant Request*	*In-Kind Match*	*Cash Match*	*Total Budget*
Isabel Medina, Food Access Program Manager	1 person @ $40.24/h @ 140 hours (8 months*4 h/week)	Oversee and manage project, lead data collection and evaluation; cash match provided by Costco Foundation	$2,189	5.50%		$2,962	$5,151
Lizette Calderon, Program Specialist	1 person @ $34.99/h @ 420 hours (8 months* 15 h/week)	Project development and management, coordinate outreach with market vendors and local partners; cash match provided by Stanford Medicine Children's Health	$7,838	19.68%	$0	$8,957	$16,795
		Subtotal Personnel	**$10,027**	**25.17%**	**$0**	**$11,919**	**$21,946**
		Benefits at 30%	$3,008.04	7.55%	0%	$3,575.73	$6,583.78
		Total Personnel	**$13,035**	**32.72%**	**$0**	**$15,495**	**$28,530**

Materials and Supplies							
Title / Item	*Justification*	*Narrative*	*TOT Funds*	*% of Grant Request*	*In-Kind Match*	*Cash Match*	*Total Budget*
Matching Incentive Funds		Funds spent for Healthy Food Incentives to double the buying power of low-income market shoppers, cash match provided by Costco Foundation, and Stanford Medicine Children's Health	$25,000	62.76%		$35,000	$60,000
Promotion/Outreach of the EPA Community Farmers' Market and its Matching Incentives		Flyers, posters, banners, flags, ads, etc., cash match provided by CDFA Speciality Crop Block Grant	$0	0%		$2,000	$2,000
Market and matching programs operating expenses		Market Transaction equipment, including wifi service, and new tables, cash match provided by Stanford Children's Health	$200	1%		$4,700	$4,900
Community Wellness Offerings at the EPA Community Farmers' Market		Zumba/yoga classes offered bi-weekly at the EPA Community Farmers' Market ($100/class twice month*8 months)	$1,600	4%		$0	$1,600
		Total Materials/Supplies	**$26,800**	**63%**	**$0**	**$41,700**	**$68,500**

Other							
Title / Item	*Justification*	*Narrative*	*TOT Funds*	*% of Grant Request*	*In-Kind Match*	*Cash Match*	*Total Budget*
Indirect Costs		Rent, utilities, insurance, office supplies, IT support, legal & accounting, etc., cash match provided by Costco, and CDFA	0	0%		$10,304.00	$10,304
		Total Other	**$0**	**0%**	**$0**	**$10,304**	**$10,304**

SUBTOTAL PROJECT (personnel, materials, other)	**$39,835**	**100.00%**	**$0**	**$67,499**	**$97,030**
TOTAL PROJECT (direct plus indirect)	**$39,835**	**100.00%**	**$0**	**$67,499**	**$107,334**

ADDITIONAL BUDGET NOTES

OTHER GRANT SOURCES FOR THE PROJECT

List grants that have already been awarded to support the project, if any.

Funder	Amount	Timeframe	Additional Information
Stanford Medicine Children's Health	$40,445	9/1/23 - 8/1/24	EPA Market operation/matching programs, outreach campaign in San Mateo and Santa Clara counties, farmer technical assistance, and community wellness offerings
CDFA Specialty Crop Block Grant Program	$12,054	2/1/22 - 1/31/25	Culturally relevant marketing campaign to promote local produce
Costco Foundation	$15,000	10/16/23 - 9/1/24	Support for matching incentives and community wellness offerings
Total	$67,499		

Agency That Will Receive Funding	Budget Item	Project Budget	
	Agency 1 total	TOT Funds Requested	Other Secured Funds
Fresh Approach	Complete Budget	$ 39,834.86	$67,498.84
	Agency 3 total		
	Agency 4 total		
ALL AGENCIES	**Grand Total**	$ 39,834.86	$ 67,498.84

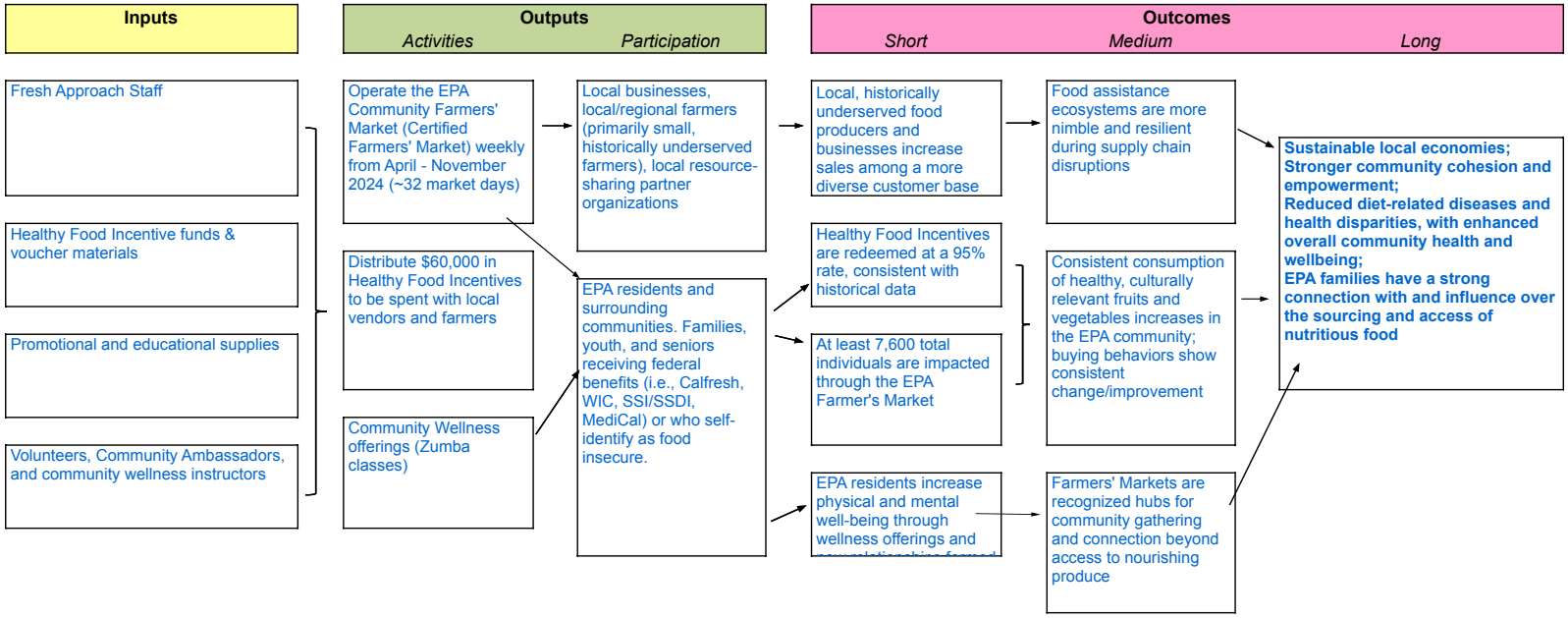
ORGANIZATION **Fresh Approach**

Budget: $ 34,324.00

Matching Funds: $ 52,546.00

Timeline: April 2024 - November 2024

Situation: East Palo Alto includes three census tracts that are designated as low income/low access according to the USDA Food Atlas Map. In the last 3 years, CalFresh participation has risen 27% in the County, indicating an overall increase in economic instability, particularly among limited-resource communities and households of color. **Objective 1: Provide Easy Access to Healthy Food, Promote Stronger Local Economies, Vibrant Neighborhoods, and Healthy People.** Outcomes: The market will operate for a minimum of 32 days between April and November 2024. Additionally, $60,000 worth of incentives for fruits and vegetables will be distributed for use at the market. We anticipate that 95% of survey respondents will report positive changes in their fruit and vegetable consumption. Zumba classes will be offered every other week at the market to encourage physical activity and community engagement.



Assumptions and External Factors: Assumptions include ability to operate in-person community events, ability for market vendors to accept Healthy Food Incentives, and reliable availability of volunteers. Potential challenges for this project include: low resident participation due to lack of time, transportation, or social stigmas; threats to the Market Match program in the CA state budget. Challenges will be mitigated by fostering strong partnerships with agencies offering community services, and curating a welcoming market environment with clear, multi-lingual messaging; and by engaging in advocacy efforts for more equitable access to healthy foods for all residents.

Evaluation: We will be collecting the following data: number, demographics and frequency of shoppers and match program participation; incentives distributed and redemption rate (proxy for consumption) at the EPA Community Farmers' Market. We also offer pre and post surveys to assess changes in shopping behaviours and eating habits, as well as gather information on food security status. We meet regularly with our Community Advisory Board, which includes EPA residents, to solicit input on program function.

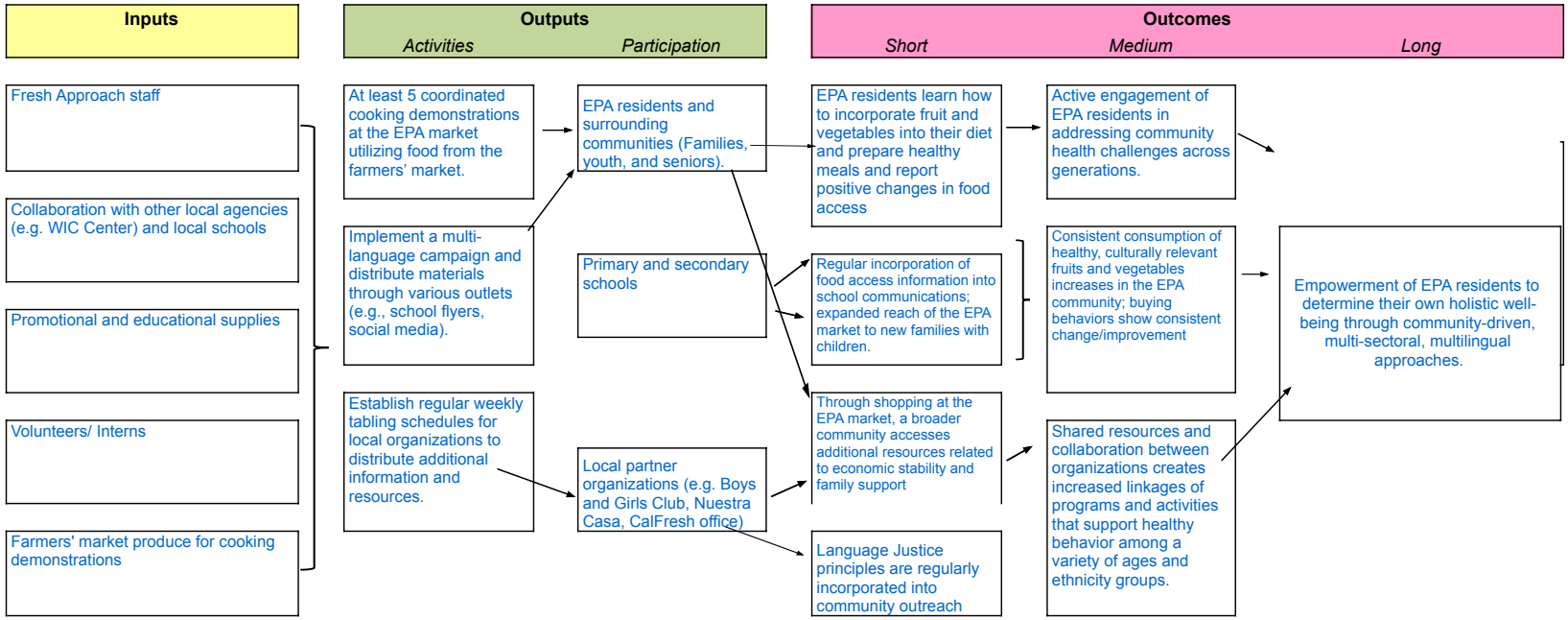
Program: Fresh Approach **Logic Model**

Situation: Households that do receive SNAP benefits face resource and social constraints to finding local sources of fresh, nutritious foods, including accessing farmers' markets. This is reflected in the fact that over 80% of SNAP benefits are used at superstores and supermarkets, yet less than 0.1% are spent at farmers' markets. **Objective 2: Expand awareness for culturally relevant fruits and vegetables, market healthy food incentives, and other benefit programs to families through a multi-language marketing and outreach campaign, including promotion to local schools and other community partners, and hosting monthly cooking demonstrations/recipe promotions at the EPA market.** Outcomes: At least 5 cooking demonstrations are held, resulting in increased knowledge and consumption of fruits/vegetables; local tabling and multilingual community outreach reach new families, particularly those with children; food access resources become more regularly linked to broader efforts to address economic instability

Budget: $5,510

Matching Funds: $4,648

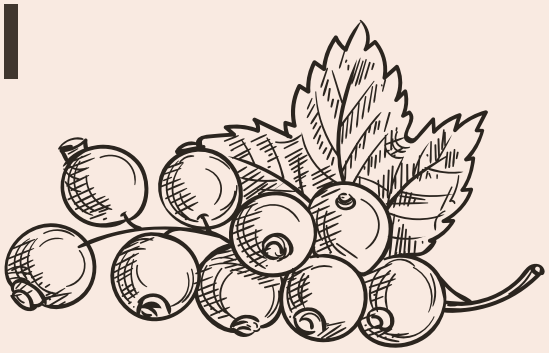
Timeline: April 2024 - November 2024

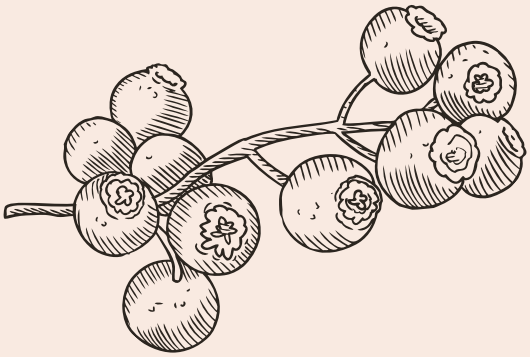


Assumptions and External Factors: Assumptions include conditions for in-person community events, ongoing existence for all community partners, and availability of volunteers. In any project that is collaborative, it will be important to maintain frequent communication to ensure partners are administering the project correctly and adhering to Fresh Approach principles of Language Justice. Additionally, it is the hope that new partnerships will develop between the organizations beyond the scope of the incentive program. The strategy to address this challenge will be maintaining a monthly contact cadence and arrange in-person visits whenever possible.

Evaluation: We will be collecting the following data – promotional materials distributed, media posts created, number of project beneficiaries/stakeholders reached, incentives distributed and redeemed at the EPA Community Farmers' Market. Bar codes on the vouchers distributed through outreach will allow to track redemption rates. We also offer pre and post surveys to assess changes in shopping behaviours and eating habits. Finally, we will meet regularly with our Community Advisory Board, which includes EPA residents, to solicit additional input on program function

Organizational Chart





Fresh Approach
Connecting farmers & communities through nourishing food

5060 Commercial Circle, Ste. C
Concord, CA 94520
www.freshapproach.org | 925-771-2990
freshapproach@freshapproach.org

Fresh Approach Leadership Roster

Top Executive

Laura deTar - Executive Director

Board of Directors

McKinley Baker - Chair, Altman Solon

Petros Maskal - Vice Chair, US Dept of Agriculture

Kaitie Conrad - Secretary, Accenture Strategy

Allen Moy - Treasurer, Pacific Coast Farmer's Markets Association

Ed Chan - Board Member, Kaiser Permanente

Nicole Silva - Board Member, El Camino Health Medical Network

Jeanne Yu - Board Member, Los Altos High School

CITY OF EAST PALO ALTO –TOT

GRANT APPLICATION

COVERSHEET

PLEASE READ AND ANSWER ALL QUESTIONS ON THIS APPLICATION FORM.

Organizational Information

Legal Name Organization:	Saint Mark AME Zion Church
Address of Organization:	1794 Bay Road; East Palo Alto, CA. 94303
Website:	Saintmarkamez.org

Collaborating Organization:	N/A
Website:	N/A

*Attach additional sheet(s) if necessary.

Contact Information

Grant Administrator	Dr. Cheryl Stephenson		
Email	Cherylstephenson10@gmail.com		
Phone	404.428.5790	Fax	

Grant Request

Amount Requested: **(Not to exceed $40,000)**	$ 26,500.00
Total Project Budget: **(For this project)**	$ 34,500.00
Matching funds/in-kind donations? **(Yes/No)** Circle one. If yes, amount?	$ 8,000.00
What is your organization's total annual operating budget?	**$ 216,000.00**
Please list the names of matching funding or in-kind donation sources:	
Saint Mark	

Have you received TOT funding previously? Yes x No ☐ Year(s)? 2023

Is that grant still active? Yes ☐ No x

If not, have you submitted your Closeout forms? Yes x No ☐

Please indicate your service category: Summer Camp x Leadership Development ☒

Career/Employment/Entrepreneurship ☐ Crisis Intervention ☐

Sports/Recreation ☐ Re-Entry/Diversion ☐ Other ☒

Target Demographic

Please check the appropriate box(es) indicating the target category and age group(s) (if appropriate) that will be served with the funds requested:

Check Target Category (categories):

Children [X] Youth [X] Families [ ] Seniors [ ]x

Check Age Group(s):

☐ under 5, ☐ 5-10, ☒10-15, ☒ 15-18, ☒18 – 24 ☐x2 5 –64, ☐ 65 & up

Clients Served:

List the number of **East Palo Alto** Clients you intend to serve during this program: 5 0 0 +

List the **total** number of Clients you intend to serve during this program: 1,200 (includes online viewers

Summer Program Timeline

What are your dates of service for this program? START: 07.01.24 END: 10.18.24

What days/nights will you run your program? (Ex: M-F) Friday Hours? 6 pm-10 pm

Acknowledgement

x I have read the minimum compliance standards for the City of East Palo Alto TOT Grants Program and can demonstrate that my program meets all minimum standards.

x I agree to fully participate in the City of East Palo Alto's spirit of partnership (see Section 1, Item F. Contractual Requirements and additional requirements as a funded organization.

x I certify that my agency is eligible to apply based on the criteria listed in the Request for Applications and agree to submit any follow up documentation needed to verify eligibility (including but not limited to a 501(c)(3) tax letter). The signatory declares that: 1. they are authorized to sign on behalf of all entities in the partnership (if applicable); 2. the application accurately outlines the extent, objectives, and methods of the project; and 3. the grant funds, if awarded, will be used solely for the purposes outlined in this application.

Cheryl Stephenson	03.06.2024
Signature of Authorized Representative	*Date Signed*
Cheryl Stephenson	*Administrator*

Printed Name *Title*

SAINT MARK
AME ZION CHURCH
Serving God by Serving Others

City of East Palo Alto
Maurice Baker, Acting Community Services Manager
2415 University Avenue, 2nd Floor.
East Palo Alto, CA 94303

March 4, 2024

Mr. Baker:

Saint Mark AME Zion welcomes and appreciates the opportunity to respond to the request for proposal (RFP) for the 2024 Transient Occupancy Tax Grant, which focuses on youth, families, or senior citizens in the East Palo Alto (EPA) community.

Saint Mark is excited to present a proposal for its Friday Night Vibez program, a 16-week program designed for East Palo Alto (EPA) youth and young adults. Friday Night Vibez aims to provide an environment to spotlight the gifts and talents of EPA's young people. The program offers an alternative venue to spend on Friday evenings during the summer and fall of 2024. The program also allows the community to understand better the artfulness EPA youth and young adults have been given in music, dance, poetry, art, and song. The event allows for in-person and online participation via ZOOM or a similar platform. The Saint Mark family has presented Friday Night Vibez quarterly for the past four years with measurable success.

Research suggests that the arts can positively impact youth development from birth through adolescence. For example, Menzer (2015) found that engaging in various art forms (such as singing, dancing, acting, and doing crafts) often results in positive social and emotional behaviors, including empathy, sharing, and mood control. Along with providing a safe atmosphere for fellowship, Friday Night Vibez offers an opportunity to strengthen youth-young adult and community relationships.

Saint Mark AME Zion was a TOT 2023 Grant recipient, and our measurable outcomes greatly exceeded our expectations with 478 participants, 1,046 on-line viewers and 176 Workshop participants. We strengthened existing relationships with other organizations serving EPA youth as well as built new bridges of opportunity for the advancement of positive youth engagement. We are firm believers that positive youth development programs build on young folk's sense of identity, belief in themselves and the future, self-regulation, self-efficacy, and social, emotional, cognitive, and behavioral competence. The proposed Friday Night Vibez program is a gateway to continuing our efforts in addressing the needs of EPA youth and young adults. The grant of $32,000 will allow Saint Mark AME Zion to address the needs of the community and enhance the existing Friday Night Vibez program as we continue to promote further our commitment to service through outreach throughout the city of EPA.

Sincerely,

Deborah Lewis-Virges
Pastor Deborah Lewis-Virges
Pastor/Visionary

SAINT MARK
AME ZION CHURCH
Serving God by Serving Others

March 4,2024

Friday Night Vibez Program (Narrative)

Organization Description:

St Mark AME Zion is a 501c3 religious organization that serves the East Palo alto, Bell Haven and neighboring communities. We strive to create innovative programs that address the real needs of our diverse community. Programs such as the Distance Learning & Tutoring Assistance Program for children and the Forward-Thinking workshop for Seniors, Caregivers, and family members, Our Annual Christmas Gala for Seniors and our Adult literacy Program exemplify our impact on the community. St. Mark has hosted the premiere Candidate Forum for City Council and School Board District Elections for the past six years.

The Christmas Senior Gala has become a signature affair for Saint Mark AMEZ. We collaborate with community partners and host 200-plus senior citizens in the EPA community by serving an elegant meal and showering them with gifts. Friday Night Vibes is another medium that allows Saint Mark to exhibit its footprint in the community. The program offers EPA youth and young adults a haven to showcase their creative abilities through an evening of entertainment, displaying their artistic skills in music, poetry, dance, spoken word, and other artsy techniques. This program is intended for youth from 14-24, however we discovered a much broader audience last year and have established an all is welcome open-door policy. (See attached Matrix for actual results for 2023)

Friday Night Vibez materialized in response to youth in the EPA community seeking a place to freely express themselves through music, dance, spoken word, and other art forms. The evening is comprised of food, fun, and fellowship. Friday Night Vibez is a haven where youth gather and fellowship with their peers and showcase their talents in a non-intimidating atmosphere. The initial Friday Night Vibez event occurred in 2020 and has happened quarterly since then.

Individuals participate in person and virtually. To date, attendees have come from near and far, domestically, and internationally, and some participants have come from as far away as Israel. All youth can benefit from positive interactions with adults and peers.

The goal of Friday Night Vibez is to serve as a conduit for sharing creativity. Creative expression improves mood, boosts self-esteem, enhances cognitive function, improves social life, and alleviates stress and anxiety.

Last year we were able to add industry professionals to conduct feedback and advanced skill building techniques. The program continues to expand to meet the needs of our advancing youth participants. Program enhancements include expanding the program to incorporate workshops to help our youth further develop their skillset. Securing industry professionals to guide and mentor youth in improving their respective areas of art.

Mentoring programs are a prominent strategy for preventing adverse outcomes and promoting resilience among at-risk youth and young adults. The overarching goal of the Friday Night Vibez program is to provide our youth with a safe, positive alternative environment to express themselves on a Friday evening.

As a church our motto is to Serve God by Serving Others. However, our outreach efforts are not evangelistic, rather they are demonstrations of our Love for God and humankind. We may share our Love through our actions, however our outreach efforts do not include proselytizing or promoting our religious beliefs. Everyone is welcome regardless of their religious beliefs. Hence, we donate our space, equipment, volunteers and more to make the experience more meaningful. We also secure pro bono professionals to share their gifts and talents and have received donations from other supporters.

Work Plan:

Our Work Plan for this program remains simple and accessible. Youth are invited to attend weekly Friday Night sessions of FNV. Each session features a pre performance workshop or Learning Session facilitated by an industry professional. This is followed by a featured artist of the week, fellowship time and open mic time for all youth to either share something they created that evening or something that is a part of their existing repertory. Artist receives candid feedback from the audience and from the industry professionals. Published authors, professional comedians, writers, renowned artist and members from academia are there to encourage and coach the youth. We hope to kick-off the program July 1, 2024 and close before the Holidays, around October 18, 2024.

Each Season ends with a friendly competition where the youth get to compete for prizes and bragging rights including featured spots on radio, talk show and live performance opportunities. All sessions are supervised, including security, FREE refreshments and weekly drawing prizes.

Saint Mark AME Zion Church
Friday Night Vibez

TOT 2024 GRANT ATTACHMENT

PROPOSED PROJECT BUDGET			Total
		Weekly	Project
Advertising & marketing			$ 2,500.00
Audiovisual Tech Team	16	200	$ 2,400.00
Headliners	16	400	$ 6,400.00
Workshop Facilitator/Materials	16	150	$ 2,400.00
Refreshments	16	100	$ 1,600.00
Security	16	150	$ 2,400.00
Master of Ceremonies	16	150	$ 2,400.00
		1150	$ 20,100.00
Admin			$ 6,400.00
			$ 26,500.00
In-Kind Donations	$ 8,000.00		-
Facility maintenance & equipment usage			
Management			
Public relations			
Kitchen staff			
Host and hostess			

SAINT MARK AME ZION CHURCH *Serving God by Serving Others*

ORGANIZATION CHART

