

CITY OF SAN MATEO
City Council Regular Meeting
March 6, 2023
7:00 PM

City Hall Council Chamber
Entrance is on O'Farrell Street



COUNCIL MEMBERS
Amourance Lee, Mayor
Lisa Diaz Nash, Deputy Mayor
Rich Hedges
Adam Loraine
Rob Newsom Jr.

AGENDA

THIS MEETING CAN BE ATTENDED IN PERSON OR REMOTE BY JOINING ZOOM – SEE CODES BELOW.
PUBLIC COMMENTS WILL BE ACCEPTED BOTH IN PERSON AND REMOTELY.
SEE END OF AGENDA FOR OPTIONS AND INSTRUCTIONS ON HOW TO PARTICIPATE IN THE MEETING.

To join via Zoom – click here: [March 6, 2023](#)

To join via telephone: (408) 638-0968

Webinar ID: 858 6440 1233 Passcode: 991086

The City Council meeting will conclude by 11:00 p.m. unless otherwise extended by council vote.
Any unheard items will automatically move forward to the next regular meeting.

Council Member Lisa Diaz Nash will teleconference into this meeting from:
364-1, Naoshima, Kagawa District, Kagawa 761-3110, Japan

CALL TO ORDER

Pledge of Allegiance

Roll Call

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Council to be routine and will be enacted by one motion without discussion. If discussion is desired, that item may be removed and considered separately.

1. City Council Meeting Minutes - Approval

Approve the minutes of the City Council special and regular meetings of February 21, 2023.

CEQA: This minutes approval is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

2. Youth Commissioners to the Park and Recreation Commission – Ordinance Adoption

Adopt an Ordinance to amend San Mateo Municipal Code Chapter 2.27 “Park and Recreation Commission” to provide for Council appointment of two non-voting youth advisory members.

CEQA: This ordinance adoption is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

3. Peninsula Clean Energy Public EV Fleets Program – Customer Participation Agreement

Approve a Customer Participation Agreement with Peninsula Clean Energy (PCE) for participation in PCE's Public Electric Vehicle Fleets Program at no cost to the City and authorize the Public Works Director to enter into the agreement.

CEQA: This agreement is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

4. Stormwater Funding Analysis – Agreement

Approve an agreement with SCI Consulting Group for professional services for Stormwater Funding Analysis in an amount not to exceed \$205,949; establish a contingency reserve in the amount of \$20,000; and authorize the Public Works Director to execute the agreement in substantially the form presented and issue change orders within the contingency amount.

CEQA: This Stormwater Funding Analysis project is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

5. Collaborative Solutions, LLC, Workday Lean-On Services Support – Budget Appropriation and Statement of Work Approval

Adopt a Resolution to approve a supplemental budget appropriation of unassigned fund balance in the General Fund of \$112,650 to increase the Finance Department's 2022-23 operating budget, and to approve the Statement of Work for the Master Services Agreement with Collaborative Solutions, LLC for Workday Lean-On Services Support in the amount of \$112,650, for a new agreement total of \$2,979,545. Approval of the Statement of Work and a separate agenda item with Collaborative Solutions, LLC will result in a new agreement total of \$3,381,765.

CEQA: Approval of the Statement of Work for Workday Lean-On Services Support and adoption of a resolution increasing the Finance Department's 2022-23 operating budget is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

6. Collaborative Solutions, LLC Enterprise Planning System Implementation Services – Supplemental Budget Appropriation and Change Order

Adopt a Resolution to approve a supplemental budget appropriation of \$325,852 of unassigned fund balance from the Equipment Replacement Fund, \$59,517 of unassigned fund balance from the Sewer Fund, and \$16,851 of unassigned fund balance from the Construction Services Fund to increase the budget for the Enterprise Resource Planning Software Project, and to approve Change Order No. 4 to the master services agreement with Collaborative Solutions, LLC for enterprise resource planning system implementation services in the amount of \$402,220, for a new agreement total of \$3,269,115. Approval of Change Order No. 4 and a separate agenda item with Collaborative Solutions, LLC will result in a new agreement total of \$3,381,765.

CEQA: This change order is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

7. E-Verify for Web Services Employers – Memorandum of Understanding

Approve the Department of Homeland Security's E-Verify Memorandum of Understanding for Web Services Employers, and authorize the Human Resources Director to execute the agreement in substantially the form

presented.

CEQA: This item is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

8. Police Department Serological Expenses for Forensic DNA Testing of Evidence – Change Order

Approve a change order to the San Mateo Police Department's purchase order with Serological Research Institute for an additional \$20,900 to cover the estimated remaining cost of service through June 2023 for forensic DNA testing of evidence for investigation purposes, bringing the total amount authorized for fiscal year 2022-23 to \$110,900.

CEQA: This action is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

9. Congressionally Directed Spending Request For 19th Avenue/Fashion Island Boulevard Class IV Bikeway Project – Letters of Support

Authorize the Mayor to sign letters of support on behalf of the City of San Mateo to Senator Dianne Feinstein, Senator Alex Padilla, and Representative Kevin Mullin for the San Mateo County Transportation Authority's request for congressionally directed spending for the 19th Avenue/Fashion Island Boulevard Class IV Bikeway Project.

CEQA: Authorizing these letters of support is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

10. Congressionally Directed Spending Projects/Community Funded Projects – Letters of Support

Authorize letters of support signed by Mayor Lee to be submitted to Senator Feinstein, Senator Padilla, and Representative Mullin for Congressionally Directed Spending/Community Funded projects in San Mateo.

CEQA: This administrative action is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

PUBLIC COMMENT

Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from taking action on any matter not on the agenda; your comments may be referred to staff for follow up. Public comment is limited to a total of 15 minutes; however, an opportunity for additional public comment may be provided later in the agenda.

OLD BUSINESS

11. General Plan Update – Land Use Heights and Densities and Measure Y

Provide direction on: 1) The densities and heights that should be incorporated into the General Plan Update's Land Use Element; 2) How Measure Y should be incorporated into the General Plan Update; and 3) Additional land use and housing policy revisions that should be incorporated into the General Plan Update.

CEQA: This study session is not a project subject to CEQA because it can be seen with certainty that this activity will not cause a physical change in the environment.

REPORTS AND ANNOUNCEMENTS

City Manager, City Attorney and Council Members report on their various assignments and liaison roles and Council requests for scheduling future items.

ADJOURNMENT

AGENDAS: Agendas and material are posted on the City's website on the Friday preceding each Council Meeting and can be viewed on the City's website at www.cityofsanmateo.org . Any supplemental material distributed to the Council after the posting of the agenda will be made part of the official record.

WATCHING A MEETING ON TV: City Council meetings are broadcast live on Comcast/channel 27, Wave/channel 26, or AT&T/channel 99. For transmission problems during the broadcast, please call (650) 522-7099. For all other broadcast comments, call (650) 522-7040, Monday-Friday, 8 a.m. - 5 p.m.

WATCHING A MEETING ON A COMPUTER: There are three ways to stream.

- 1) Public Meeting Portal www.cityofsanmateo.org/publicmeetings
- 2) City YouTube channel and stream it on YouTube: <http://youtube.com/CityofSanMateo>
- 3) Watch TV live stream: <https://www.cityofsanmateo.org/193/Channel-San-Mateo-Live-Stream>

PUBLIC COMMENTS/REQUEST TO SPEAK

Prior to the Meeting

Send comments to: clerk@cityofsanmateo.org until 4 p.m. the day of the meeting.

During the meeting

By Zoom: Click the link at the top of the agenda and you'll be added to the meeting. All attendees are muted by default. When the item of interest is open for consideration, select the "Raise Your Hand" icon and you will be called on at the appropriate time.

By telephone: Call (408) 638-0968 and enter the conference ID found at the top of the meeting agenda. When the item of interest is open for consideration, select *9 to raise your hand. When called upon, press *6 to unmute, state your name and provide your comments.

In Person: At the meeting complete a "Request to Speak" form, submit a request at the speaker kiosk or scan the QR code.

ACCESSIBILITY: In compliance with the Americans with Disabilities Act, those with disabilities requiring special accommodations to participate in this meeting may contact the City Clerk's Office at (650) 522-7040 or clerk@cityofsanmateo.org . Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 1

Section Name: CONSENT CALENDAR

Account Number: 10-111:

File ID: 23-7266

TO: City Council
FROM: Drew Corbett, City Manager
PREPARED BY: City Clerk's Office
MEETING DATE: March 06, 2023
SUBJECT:
City Council Meeting Minutes - Approval

RECOMMENDATION:

Approve the minutes of the City Council special and regular meetings of February 21, 2023.

ENVIRONMENTAL DETERMINATION:

This minutes approval is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Minutes 2023-02-21 Special
Att 2 - Minutes 2023-02-21 Regular

STAFF CONTACT

Patrice Olds, City Clerk
polds@cityofsanmateo.org
(650) 522-7042

COUNCIL MEMBERS
Amourence Lee, Mayor
Lisa Diaz Nash, Deputy Mayor
Rich Hedges
Adam Loraine
Rob Newsom Jr.

CITY OF SAN MATEO

Special Meeting Minutes

City Council

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

February 21, 2023
City Hall Council Chambers 5:30 PM
Special Meeting

CALL TO ORDER at 5:30 p.m.

Roll Call

Present: Mayor Lee, Deputy Mayor Diaz Nash, Council Member: Loraine
Council Member Hedges teleconferenced from: 2405 Kalanianaʻole Avenue – PH-11 Hilo, Hawaii 96720
Council Member Newsom arrived at 5:41 p.m.

CLOSED SESSION

Following the opportunity for public comment, there were no speakers, the City Council convened into Closed Session to consider:

1. Conference with Legal Counsel – Existing Litigation, Worker’s Compensation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of claimant: Brian Hedley.

The City Council reconvened at 5:39 p.m.

STUDY SESSION

2. Campaign Contribution Limits Review
Martin McTaggart, Deputy City Clerk, provided a presentation on the charter requirement to review Charter section 2.80 within 90 days of certification of a candidate election. Presentation also included review of the updated Campaign Dashboard and a discussion around the potential impacts of AB1439. Council asked questions of staff.

Public comment – there were no speakers.

The majority of the Council agreed with keeping existing limits; and expressed an interest in looking at other campaign finance models in the future.

ADJOURNMENT –The meeting adjourned at 6:25 p.m.

APPROVED BY:

SUBMITTED BY:

Amourence Lee, Mayor

Patrice Olds, City Clerk

COUNCIL MEMBERS
Amourance Lee, Mayor
Lisa Diaz Nash, Deputy Mayor
Rich Hedges
Adam Loraine
Rob Newsom Jr.

CITY OF SAN MATEO

Regular Meeting Minutes

City Council Meeting

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

February 21, 2023
City Hall Council Chambers 7:00 PM
Regular Meeting

CALL TO ORDER at 7:00 p.m.

Pledge of Allegiance
Roll Call

Present: Mayor Lee, Deputy Mayor Diaz Nash, Council Members: Loraine and Newsom
Council Member Rich Hedges teleconferenced from: 2405 Kalanianaʻole Avenue – PH-11 Hilo, Hawaii 96720

CEREMONIAL

1. Black History Month – Proclamation – Rev. Lorrie Carter Owens, President, NAACP San Mateo Branch #1068, received the proclamation.
2. HIP Housing (Human Investment Project, Inc.) – Calendar Presentation – HIP Housing outlined the annual calendar program, and recognized Eberson as a youth student artist from San Mateo.

CONSENT CALENDAR

The following items, 3 through 5 and 7 through 12, were considered to be routine by the City Council. Item 6 was removed to be considered separately. After the titles of the items were read by the Deputy City Clerk, the public was invited to comment and there were no speakers. Motion passed 5-0.

Moved: Hedges, Seconded: Diaz Nash
Ayes: Lee, Diaz Nash, Hedges, Loraine, and Newsom
Noes: None

3. City Council Meeting Minutes - Approval
Approve the minutes of the City Council special and regular meeting of February 6, 2023 and special meeting of February 11, 2023.
4. Fiesta Meadows Park Restroom Remodel – Contract
Adopt a Resolution to approve an alternative purchasing procedure to award a construction contract to Newton Construction & Management, Inc. to remodel the public restrooms at Fiesta Meadows Park in the amount of \$198,780.47; establish a contingency reserve in the amount of \$30,000; and authorize the Public Works Director to execute the contract in substantially the form presented and issue change orders within the contingency amount.

Enactment: Resolution No. 16 (2023)

5. Poplar at Golf Course Trash Capture Project – Agreement
Approve an agreement with GSW Construction, Inc. for the Poplar at Golf Course Trash Capture Project in the amount of \$519,938; establish a contingency reserve in the amount of \$52,000; and authorize the Public Works Director to execute the agreement in substantially the form presented and issue change orders within the amount of the contingency reserve.
7. General Plan Update – Supplemental Budget Appropriation and Contract Amendment
Adopt a Resolution to appropriate \$79,340 from the Advance Planning Fund to the General Plan Update project; approve Amendment No. 4 to the agreement with PlaceWorks Inc. for the General Plan Update to modify the scope of work and increase the contract amount by \$79,340 for a total not to exceed of \$2,617,410 for the purpose of completing a Climate Action Plan Technical Update for General Plan consistency; and authorize the City Manager to execute the amendment in substantially the form presented.
- Enactment: Resolution No. 17 (2023)
8. 360 1st Avenue – Second Lease Amendment
Approve the second amendment for the lease at 360 1st Avenue in the Main Street Garage with A+ Mailboxes & More to allow additional rent concessions due to water damage and authorize the City Manager to execute the amendment in substantially the form presented.
9. Borel Park – Deed Restriction
Adopt a Resolution to approve and authorize recordation of a deed restriction, satisfying the Land Water Conservation Fund grant application requirements enabling the City to receive \$673,000 towards reimbursement for construction costs for the creation of Borel Park, and authorize the Mayor to sign the deed restriction in substantially the form presented.
- Enactment: Resolution No. 18 (2023)
10. Personal Computer Replacements – Purchase
Adopt a Resolution to approve an alternative purchasing procedure and approve a Master Purchasing Agreement with Lenovo Inc. for the purchase of personal computers in an amount not-to-exceed \$231,632.78; establish a contingency reserve in the amount of \$34,744.92, for a total amount of \$266,377.70; and authorize the Director of Information Technology to execute the agreement in substantially the form presented.
- Enactment: Resolution No. 19 (2023)
11. Fiscal Year 2021-22 Single Audit – Acceptance
Accept the Single Audit for the fiscal year ended June 30, 2022.
12. 1654 S. Grant St. Unit #2 – Property Owner Appeal of Permanent Relocation Benefits
Adopt a Statement of Decision denying the appeal and upholding the notice to reimburse the City for permanent relocation benefits to a tenant who resides at 1654 S. Grant Street, Unit #2.

END OF CONSENT CALENDAR

REMOVED FROM CONSENT CALENDAR

6. US 101/State Route 92 Interchange and Multimodal Improvements Project – Letter of Support
Council Member Hedges pulled this item for a public highlighting of the project. Public Works Director Mitch provided highlights.

Motion to Authorize the Mayor to sign a letter of support on behalf of the City of San Mateo to Secretary of Transportation Pete Buttigieg for the San Mateo County Transportation Authority's requests for grant funding. Motion passed 5-0.

Moved: Hedges, Seconded: Lee

Ayes: Lee, Diaz Nash, Hedges, Loraine, and Newsom

Noes: None

PUBLIC COMMENT

Henry Jason, Jr. stated concern with building code updates needed for earthquake concerns.

OLD BUSINESS

13. Youth Commissioners to the Park and Recreation Commission – Ordinance Introduction

Martin McTaggart, Deputy City Clerk, provided a presentation on the Council priorities request for two non-voting youth seats on the Park and Recreation Commission. He outlined the code changes and requirements of at least 13 years old and no more than 17 years old at time of appointment. Must have parental or guardian consent. Council asked questions of staff.

Public Comment – Owen Day is in favor of uplifting the voices of young people in support. Isabelle Escobar, college student, requested more youth voices on other Boards and Commissions.

Motion to Introduce an ordinance to amend San Mateo Municipal Code Chapter 2.27 “Park and Recreation Commission” to provide for Council appointment of two non-voting youth advisory members. Motion passed 5-0.

Moved: Lee, Seconded: Hedges

Ayes: Lee, Diaz Nash, Hedges, Loraine, and Newsom

Noes: None

14. Winter Storm Flood Relief Fund – Appropriation and Agreement

Drew Corbett, City Manager, provided a presentation outlining actions taken in response to Council direction from the February 6, 2023 Council meeting to include \$150,000 contribution, administration of the fund by Samaritan House, and up to \$5,000 of relief funds available per household/business. He described the proposed tier program including waiver of permit fees in certain situations. Council asked questions of staff.

Public Comment – there were no speakers.

Motion to Adopt a Resolution to appropriate \$150,000 from the General Fund's unassigned fund balance to the City Manager's Office operating budget to fund the City's contribution to a winter storm flood disaster relief fund; to authorize the waiver of related permitting fees; and authorize the City Manager to amend as necessary and enter into an agreement with Samaritan House to review relief request applications and distribute funding in substantially the form presented.

Moved: Lee, Seconded: Hedges

Ayes: Lee, Diaz Nash, Hedges, Loraine, and Newsom
Noes: None

Enactment: Resolution No. 20 (2023)

NEW BUSINESS

15. City Manager, City Attorney, Department Head and Deputy Director Compensation Plan – Amendment
Mayor Lee provided a brief presentation stating that as required by California Government Code Section 54953(c)(3), the following is a summary of the recommended final action on changes to the salaries, salary schedules, and fringe benefit compensation for the City's department heads and deputy directors effective March 5, 2023. The salary ranges for Department Head and Deputy Director classifications shall be increased by four percent. Department Head classifications and the City Attorney shall accrue 48 hours per year of executive leave. There were no questions by Council.

Public Comment - Danielle Cwirko-Godycki expressed that no Department Heads should receive a salary increase. City Manager Corbett and Human Resources Director Abrahamsohn responded.

Motion to Adopt a Resolution to amend the Compensation Plan to include salary increases for department heads and deputy directors and add the Executive Leave benefit to accrue forty-eight (48) hours per year of executive leave for department heads, effective March 5, 2023. Motion passed 5-0.

Moved: Loraine, Seconded: Newsom
Ayes: Lee, Diaz Nash, Hedges, Loraine, and Newsom
Noes: None

Enactment: Resolution No. 21 (2023)

REPORTS AND ANNOUNCEMENTS

City Manager, City Attorney and Council Members reported on their various assignments and liaison roles. City Manager Corbett informed of recent storm matters and how the City responded. Fire Chief Kent Thrasher also expressed on the Fire Departments responses. Council Member Loraine gave his updates, highlights, and his appointment to C/CAG. Mayor Lee wanted a tally among the Council Members of who was interested in attending the NAACP Gala on 3/12/23 and suggested the City of San Mateo take out a one-page ad in the program for \$300 – majority supported this.

ADJOURNMENT –The meeting adjourned at 8:22 p.m.

APPROVED BY:

SUBMITTED BY:

Amourence Lee, Mayor

Patrice Olds, City Clerk



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 2

Section Name: CONSENT CALENDAR

Account Number: 10-151:

File ID: 23-7161-01

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: City Clerk's Office

MEETING DATE: March 06, 2023

SUBJECT:

Youth Commissioners to the Park and Recreation Commission – Ordinance Adoption

RECOMMENDATION:

Adopt an Ordinance to amend San Mateo Municipal Code Chapter 2.27 "Park and Recreation Commission" to provide for Council appointment of two non-voting youth advisory members.

BACKGROUND:

On February 21, 2023, the City Council introduced the attached proposed ordinance (Attachment 1) to amend San Mateo Municipal Code Chapter 2.27 "Park and Recreation Commission" to provide for Council appointment of two non-voting youth advisory members.

BUDGET IMPACT:

There is no budget impact associated with this administrative action.

ENVIRONMENTAL DETERMINATION:

This ordinance adoption is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Proposed Ordinance

STAFF CONTACT

Martin McTaggart, Deputy City Clerk
mmctaggart@cityofsanmateo.org
(650) 522-7044

**CITY OF SAN MATEO
DRAFT ORDINANCE**

An Ordinance amending San Mateo Municipal Code Chapter 2.27 to amend the organization of the Park and Recreation Commission to include two non-voting youth advisory members (youth commissioners).

WHEREAS, San Mateo Municipal Code Chapter 2.27 establishes that the San Mateo Park and Recreation Commission shall consist of five members appointed by the City Council; and

WHEREAS, the City Council Strategic Plan for fiscal year 2022-23 included exploring the expanding of youth participation and representation on Boards and Commissions; and

WHEREAS, on October 3, 2022, the City Council provided direction during a special meeting to add non-voting youth members to the Park and Recreation Commission.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SAN MATEO ORDAINS AS FOLLOWS:

Section 1. Section 2.27.010 and Section 2.27.020 of the San Mateo Municipal Code are amended as follows:

**Chapter 2.27
PARK AND RECREATION COMMISSION**

2.27.010 ORGANIZATION.

A park and recreation commission shall continue as heretofore established in and for the City, to be known and designated as the "San Mateo park and recreation commission." It shall consist of five members appointed by the Council, and two non-voting youth advisory members who must be at least 13 years old, and no more than 17 years old at the time of appointment ("Youth Commissioners"). Youth Commissioners must present written documentation of parental or guardian consent to be considered for appointment. Youth commissioners shall serve only in an advisory capacity and shall not count towards a quorum of the commission.

Each member of the commission shall serve at the pleasure of the Council for a term of four years and until the appointment and qualification of a successor. Each Youth Commissioner shall serve at the pleasure of the Council for a term of one year and until the appointment and qualification of a successor. Youth Commissioners may be reappointed for one additional one-year term.

2.27.020 MEETINGS.

The commission shall meet monthly at a time and place to be fixed by it, shall elect a chair and vice-chair, and may adopt rules for its proceedings. It may hold special meetings upon call of the chair or two members upon written notice as required by the public meeting law.

Section 2. Environmental Determination. In accordance with California Environmental Quality Act (CEQA) Guidelines, section 15378(b)(5).), this action is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

Section 3. Severability. In the event any section, clause or provision of this ordinance shall be determined invalid or unconstitutional, such section, clause or provision shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 4. Publication. This Ordinance shall be published in summary in a newspaper of general circulation, posted in the City Clerk's Office, and posted on the City's website, all in accord with Section 2.15 of the City Charter.

Section 5. Legislative History and Effective Date. This ordinance was introduced on Clerk to complete., and adopted on Clerk to complete., and shall be effective 30 days after its adoption.

Place attachments here



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 3

Section Name: CONSENT CALENDAR

Account Number: 82-468

File ID: 23-7200

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: Public Works Department

MEETING DATE: March 06, 2023

SUBJECT:

Peninsula Clean Energy Public EV Fleets Program – Customer Participation Agreement

RECOMMENDATION:

Approve a Customer Participation Agreement with Peninsula Clean Energy (PCE) for participation in PCE's Public Electric Vehicle Fleets Program at no cost to the City and authorize the Public Works Director to enter into the agreement.

BACKGROUND:

Peninsula Clean Energy (PCE) has developed the Public Electric Vehicle (EV) Fleets Program to provide public fleets in San Mateo County with fleet electrification transition services at no cost to public agencies. The City was selected as one of four cities to participate in PCE's Public EV Fleets Program.

The goal of the program is to provide technical assistance, project planning, and funding to public agencies for both new electric vehicles and charging infrastructure for their fleets. The EV Fleets Program will offer: 1) a vehicle replacement plan; 2) an energy needs assessment; 3) a charging infrastructure plan; 4) permit-ready site designs; 5) a charging schedule and optimization plan; and 6) identification of relevant funding streams.

This program aligns with the City's goal to electrify the City Fleet by 2030, and these technical services will assist the City in strategizing and planning for the transition for both vehicles and infrastructure. Based on the above, staff recommends entering into the Customer Participation Agreement with PCE.

BUDGET IMPACT:

There is no budgetary impact for participation in the EV Fleets Program.

ENVIRONMENTAL DETERMINATION:

This agreement is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Customer Participation Agreement

STAFF CONTACT

Jimmy Vo, Senior Engineer
jvo@cityofsanmateo.org
(650) 522-7319

Andrea Chow, Sustainability Analyst
achow@cityofsanmateo.org
(650) 522-7007

Sydney Chow, Assistant Engineer
schow@cityofsanmateo.org
(650) 522-7331

CUSTOMER PARTICIPATION AGREEMENT

The Public EV Fleets Program (“Program”), offered by Peninsula Clean Energy Authority (“PCE”) and PCE-selected contractors will provide public fleets with fleet electrification transition services and/or funding, as described further below.

Specific Terms and Conditions

Eligibility: To participate in the Program, customers must: 1) be a PCE customer, 2) be a public agency such as a city, county, special district, joint-powers authority, school district, etc., and 3) have customer-owned fleet vehicles domiciled in Peninsula Clean Energy service territory.

Minimum Commitment: To participate in the Program, customers must also commit to a project scope that plans to replace a minimum of 5 fossil-fuel vehicles with electric vehicles (EVs) and/or install a minimum of 5 EV charging ports within one year from the initial kick off meeting with PCE and the customer.

Program Services Offered: The Program is offering the following services at no cost to customers. Customers may receive all or a subset of these services, at PCE’s discretion. 1) vehicle replacement plan, 2) energy needs assessment, 3) charging infrastructure plan for 1 or more locations, 4) permit-ready site designs, 5) charging schedule and optimization plan, 6) funding package overview, and 7) PCE-identified energy management system and ongoing services. Note, warranties and operations support for equipment and energy management system will be the responsibility of the customer as arranged with the specific vendors of those systems.

Program Funding Offered: Funding is available for customers, subject to the additional terms outlined below, at the amounts outlined herein. Funding amounts from PCE in this Program are based on the remaining Project costs after other funding such as grants and rebates are applied, as follows: Local agencies (city, county, special district, etc.) may receive funding up to 25% of remaining project costs, after other grants and incentives are applied, or an amount not to exceed \$25,000 (whichever is less). School districts may receive funding up to 50% of project costs, after other grants and incentives are applied, or an amount not to exceed \$50,000 (whichever is less) for projects with a remaining project cost of less than \$100,000 and up to 50% of project costs, after grants and incentives are applied, or an amount not to exceed \$100,000 (whichever is less) for projects with a remaining cost greater than \$100,000.

Eligible Expenses for Funding: Measures eligible for funding in this Program include: 1) electric vehicles (only the cost difference between a fossil fuel vehicle and its comparable electric alternative, as applicable), 2) EV charging equipment, including warranties, service contracts, and/or subscription fees, 3) installation costs for EV infrastructure, and 4) energy management subscription costs. Additional eligible expenses and all determinations of Program eligibility are determined and approved at PCE’s sole discretion.

Stacked Funding: Customers are allowed to combine funding from PCE and other organizations such as investor-owned utilities, Air Districts, state rebates, etc. In no event shall the combined funding from PCE and third parties exceed 100% of total project costs. PCE funding may be reduced to avoid customer’s receipt of an excess of 100% of total project cost.

No Double Dipping: Customers receiving other funding from PCE, including, but not limited to the EV Ready Program, for the same project locations that are included in the Public EV Fleets Program are not eligible to receive additional funding from the Public EV Fleets Program.

Dedicated Point of Contact: Customer agrees to provide a dedicated point of contact to PCE and its contractors for coordination purposes throughout the project.

Access: Customer agrees to coordinate visits to its facilities with PCE and its contractors, as needed, to collect information to prepare EV charging infrastructure installation plans.

Fleet Composition, Facilities Information, and Energy Data: Customer agrees to share information with PCE and its contractors regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information such as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging in this Program.

Ownership of Information: PCE may provide the customer with project deliverables in this Program, such as fleet analyses, charging assessments, project plans, energy optimization schedules, etc., but PCE shall have all ownership rights, including exclusive copyright ownership, for all work products from these services, data, reports, research results,

CUSTOMER PARTICIPATION AGREEMENT

summaries, information, or other written, recorded, photographic, or visual materials (hereinafter “information”) produced and collected during the term of this Agreement. This information may be used in further marketing of the program or as case study information to educate other stakeholders on fleet electrification strategies.

Ongoing Data: Customer agrees to provide PCE access to EV charging data through the charging operator’s online portal or other system to be determined and share EV charging data with PCE for a minimum of three (3) years.

General Terms and Conditions

Release of Claims Against, and Hold Harmless of, Peninsula Clean Energy Authority and Contractors: Customer discharges and releases PCE, its contractors and their officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by PCE, its contractors, in which Customer, and Customer’s successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against PCE, its contractors as the result of, based upon, arising out of, or connected with PCE, its contractor’s involvement with the Program. Customer is on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a “general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Customer also agrees to indemnify and hold harmless PCE, its contractors from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees and costs, brought as a result of PCE, its contractor’s involvement with the Program, and to reimburse Peninsula Clean Energy Authority, its contractors for any such expenses incurred.

Incidental and Consequential Damages: BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

Compliance with Laws: Customer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations which apply to its actions.

No Obligation: Customer is not obligated to purchase any service or other service not funded by this Program, through Peninsula Clean Energy Authority.

Availability of Funds: This program is available at PCE’s discretion, until allocated funds are depleted. This Program may be modified or terminated without notice.

Customer:

I CERTIFY THAT I have read and understood the Participation Agreement. I certify that the information I have provided is true and correct.

Customer Name: _____ Customer Signature: _____

Date: _____

Customer Address: _____ City: _____

Zip Code: _____

Customer Phone: _____ Customer Email: _____



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 4

Section Name: CONSENT CALENDAR

Account Number: 10-467!

File ID: 23-7229

TO: City Council
FROM: Drew Corbett, City Manager
PREPARED BY: Public Works Department
MEETING DATE: March 6, 2023
SUBJECT:
Stormwater Funding Analysis – Agreement

RECOMMENDATION:

Approve an agreement with SCI Consulting Group for professional services for Stormwater Funding Analysis in an amount not to exceed \$205,949; establish a contingency reserve in the amount of \$20,000; and authorize the Public Works Director to execute the agreement in substantially the form presented and issue change orders within the contingency amount.

BACKGROUND:

On October 19, 2019, Public Works entered into a professional services agreement with SCI Consulting Group (SCI) for the development of a Stormwater Funding Analysis. The term of the original agreement was specified as ending on December 31, 2020. The original agreement has had two approved amendments since, as described below. It was recently discovered that during the amendment process the term of the agreement was not extended as part of Amendment No. 1 or Amendment No. 2; although additional scope of work and funding were approved. Staff is recommending Council approve a new agreement with SCI, with a contract term through December 31, 2024, and with the same terms and conditions for the previously approved scope of work and funds. No new scope of work or funds are being requested with this approval; although it is expected that contingency money will be needed to complete this project.

The original agreement authorized three tasks: 1) evaluation of projected financial needs; 2) evaluation of potential funding sources; and 3) revenue options and recommendations. The original scope of work was for \$54,907. The Public Works Director authorized Amendment No. 1 on March 9, 2021 in the amount of \$5,490 for additional consulting time. The City Council approved Amendment No. 2 to the agreement on August 16, 2021, adding \$145,552, for a new agreement total of \$205,949; and authorized a contingency of \$20,000. Amendment No. 2 included community polling, a Proposition 218-compliant property-related fee engineering and nexus/justification report (Fee Report), and assistance with public information and educational outreach strategies.

The work within this agreement scope has been ongoing since October 2019. Staff presented an overview of stormwater activities to the Sustainability and Infrastructure Commission (SIC) in December 2020; and continued to work with SCI Consulting Group on the funding analysis. At the February 2021 SIC meeting, staff presented a draft Stormwater Funding Analysis Report. The Stormwater Funding Analysis Report, along with feedback from the SIC, were presented to the City Council during the May 17, 2021, study session. A community polling survey and initial community outreach were completed in December 2021. Staff presented the survey results to the SIC on March 9, 2022, and to City Council on May 21, 2022. Staff will be presenting a detailed overview of the Stormwater Funding Analysis project, a status update, and next steps to City Council on March 20, 2023.

BUDGET IMPACT:

Sufficient funding is available in the Storm System Dredging Project (468005) for this agreement amendment.

ENVIRONMENTAL DETERMINATION:

This Stormwater Funding Analysis project is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Agreement

STAFF CONTACT

Sarah Scheidt, Regulatory Compliance Manager - Engineering Division
sscheidt@cityofsanmateo.org
(650) 522-7385

**AGREEMENT WITH SCI CONSULTING GROUP
FOR PROFESSIONAL CONSULTANT SERVICES
FOR STORMWATER FUNDING ANALYSIS**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and SCI Consulting Group, a corporation ("CONSULTANT"), whose address is 4745 Mangels Blvd., Fairfield, CA 94534.

RECITALS:

- A. CITY desires certain professional consulting services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional consulting services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A and A1 to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 4 - TERM

The services are to commence upon execution of the agreement, and be completed on December 31, 2024.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A and A1, CITY agrees to pay CONSULTANT a fee in an amount of \$205,949, pursuant to rates stated in Exhibit B and B1 to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONSULTANT'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NON-ASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: *Sarah Scheidt
City of San Mateo
1949 Pacific Blvd.
San Mateo, CA 94403*

To CONSULTANT: *SCI Consulting Group
Attn: John Bliss
4745 Mangles Blvd.
Fairfield, CA 94534*

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and SCI Consulting Group have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

John Bliss

Azalea Mitch
Public Works Director

John Bliss
President

APPROVED AS TO FORM

Linh Nguyen
Assistant City Attorney

Attachments:

Exhibit A: Original Scope of Services
Exhibit A1: Additional Scope of Services
Exhibit B: Original Fee Rates
Exhibit B1: Additional Fee Rates
Exhibit C: Insurance Requirements

Exhibit A - Original Scope of Services



PROJECT APPROACH AND SCOPE OF SERVICES

Task 1: Evaluation of Projected Financial Needs

The SCI Team will analyze current and projected City expenditures and sources of funding for meeting the existing and anticipated storm system activity needs such as compliance with the Municipal Regional Permit (MRP), developing a capital improvement program master plan, storm system operations and maintenance, and dredging activities for creeks and Marina Lagoon. The key work efforts include the following:

Kick-off Meeting

Team Leader:

SCI

The SCI Team will meet with City staff to clarify and establish project communication, goals timelines, and deliverables.

Data Collection

Team Leader: LWA

The SCI Team will identify, request and review relevant plans, engineering documents and other information to identify regulatory/contractual requirements as well as revenues and expenditures, related to storm drainage in the City. (This includes the current and future master planning studies and efforts, Marina Lagoon Preliminary Dredging Assessment (2017); Green Infrastructure Workplan and Plan; operating budgets for storm system operation and maintenance, stormwater compliance, and capital improvement projects; Trash Management Plans; California State Auditor Report and the Regional Water Quality Control Boards' storm sewer system permits.) The SCI Team will interview key City staff to identify the range of the regulatory requirements, the current revenues and fees assessed, and costs for implementation and operations and maintenance.

Revenue Requirement and Cost of Service Analysis

Team Leader:

LWA

The SCI Team has comprehensive experience estimating existing (current fiscal year) and future stormwater program costs (up to five years) and have completed similar analyses for other municipal clients. Based on the data collection effort, the SCI Team will develop projected future stormwater program annual costs and sources of funding and will include an estimate of the total costs required to fully implement the stormwater program. To the extent requested by the City, the analysis may include a quantitative estimate of existing resources vs. projected needs and a detailed breakdown of expected funding gaps. We understand the City's concerns about potentially being "under-resourced" and will work to quantify the resources needed to address this concern.

The SCI Team will assess the current and projected revenues and costs to implement the stormwater program and anticipated storm system activities. The SCI Team will work with the City to identify, to the extent feasible, the major capital and operation and maintenance costs for the program. While the SCI Team will aim to consider the critical costs, it may be necessary to make estimates rather than conduct detailed accounting for smaller expenditures.

Deliverables:

- *Coordination and participation in Kick-off meeting*
- *Brief summary of key discussion items, decisions, and findings from kickoff meeting*
- *Spreadsheet summary of current stormwater program revenues and expenditures (current fiscal year) and future, projected revenues and expenditures (up to five years)*
- *Brief Technical Memorandum summary of revenues and expenditures*
- *Develop Powerpoint summary*

Task 2: Evaluation of Potential Funding Sources

Based upon our research in the previous tasks, input from City staff and other stakeholders, and our experience with numerous similar efforts, the SCI Team will prepare and present a Funding Analysis Memorandum including pros and cons of funding options (including political, legal administrative, cost, scheduling, sustainability and reliability, revenue generation, etc.)

Funding Analysis

Team Leader: SCI

The SCI Team will consider and evaluate other studies including those listed in the RFP document, and will specifically address funding options for potential projects at Marina Lagoon and San Mateo creeks.

As part of this review, the SCI Team will evaluate and make recommendations regarding existing non-balloted funding sources which may more effectively fund storm drain services, including water, sewer and refuse collection services as well as other fees such as for plan checks and inspections, with special emphasis on SB 231 opportunities.

Deliverables

- *Funding Analysis Memorandum (including Task 1 and Task 2 results)*
- *Develop Powerpoint summary*

Task 3: Preparation of Scope of Work, Preliminary Rate Structure and Presentation

The SCI Team will work closely with the City to establish a clear scope of work for the potential implementation of a dedicated funding mechanism including scope for community polling, revenue report and implementation action plan, implementation assistance (including balloting)

and community outreach. The SCI Team will present the Task 1 and Task 2 results to the City along with the Task 4-7 Scope of Work and receive input and direction on next steps.

Additionally, based on the scenarios and the potential services and improvements developed in the previous 2 sections, the SCI Team will develop a preliminary storm drain fee/tax structure. This preliminary rate structure will allow the City to better evaluate the opportunity to move forward with polling (future optional task).

(If the City moves forward with the optional polling, the preliminary rate to will allow the SCI Team to assign each parcel an actual fee or tax amount to be tested in the survey phase. This is important because Proposition 218 requires the City to inform property owners about what fees they will be voting on. Unlike storm drainage, sewer and solid waste fees that have relatively simple fee structures, storm drain fees can often be based on the proportion of impervious area related to parcel size for the various land use classes that result in unique fees for many properties. Therefore, an effective survey should show the same information in order to be predictive of the ultimate balloting. By developing a preliminary fee/tax structure and printing the individual fee/tax on each survey form, the SCI Team will ensure that the opinion research accurately measures support from all types of property owners and is based on the specific fee or tax they may be asked to support for their property, instead of an average rate that may have no relation to their proposed fee.)

Deliverables

- *Develop Scope of Work*
 - *Develop preliminary rate structure (for potential use in Task 4 polling)*
 - *Present Powerpoint summary, including Task 1 and Task 2 results, and scope of work to City Council – (Up to three City Council meetings)*
-

Exhibit A1 - Additional Scope of Services



SCOPE OF SERVICES

The following Scope of Services assumes the City will pursue a property-related fee as the primary revenue mechanism for its stormwater program. However, the community polling work will also evaluate the support for commensurate rates for a special tax measure and/or benefit assessment. If the City chooses to pursue one of those other mechanisms instead, SCI will gladly adjust its scope of work, timeline, and fees accordingly.

Task 4: Community Polling

A community poll and opinion research phase will provide the City with a highly accurate projection of the level of support for a new storm drain fee or tax and, just as importantly, a clear insight to the community's priorities to enable the City to finalize a set of services and improvements that will best meet the community's needs. This insight will support the refinement of branding and communication with the community.

Recommended Methodology

The SCI Team has developed a sophisticated research methodology for identifying the priorities of registered voters and property owners, their support for a local funding measure and how best to package the measure for success. One of the primary strengths of the recommended approach is its proven ability to most accurately identify support from different types of property owners, such as single family residential, business, industrial, apartment, and investment property owners. Moreover, this approach and methodology have proven to provide accurate and reliable research findings in a wide range of social and economic environments such as rural areas and urban communities, ranges of income, and a variety of ethnic backgrounds.

The elections environment, legal and logistical considerations, as well as the campaign opportunities for property-owner mailed-ballot proceedings, are quite different from registered voter elections for special taxes (such as bonds or parcel taxes) – so it is important that the research methodology take these differences into account in order to ensure reliable results. The methodology developed by SCI does exactly that, and it has proven to be materially more accurate than traditional “phone” surveys of registered voters in predicting actual ballot results for property related fees. In addition, our methodology also accurately captures the registered voter's position on the surveyed topics.

For special tax revenue measures (e.g., parcel tax, general obligation bond, sales tax), all registered voters who are likely to participate in the election of interest represent the appropriate sampling universe. In a mailed ballot proceeding, however, all property owners are eligible to participate instead of just registered voters. This participant “universe” includes owners of apartment, commercial, industrial, and vacant properties. Our methodology also

accounts for the potential impact of owners of multiple properties such as commercial or newly developed land (who get a separate vote for each parcel).

Due to the demonstrated higher level of accuracy and improved ability to reach all types of property owners and voters, the SCI Team recommends a mailed survey approach specifically tailored to account for the unique aspects of the potential property-related fee, or special tax, services and other specifics.

Work Plan

The SCI Team will work closely with the City to develop messaging strategies to test, design mailed survey informational items and associated questionnaires, compile data sets, etc. Once approved, the survey will be mailed to a randomized, stratified sampling, representative of City of San Mateo voters and property owners. Each survey will be individually printed to include the proposed fee, based upon the preliminary rate structure developed in Task 3. After the period allowed for the mailing and postage-paid return of the surveys, the SCI Team will conduct a complex analysis and modeling of the survey results for the City as they relate to the expected property owner ballot participant profile and balloting scenario.

After completing this detailed modeling and analysis, the SCI Team will prepare a comprehensive community public opinion report that summarizes the opinion research findings and makes recommendations regarding residents' and owners' storm drain improvement and service priorities, as well as the feasibility of moving forward with a ballot measure to fund such priorities. The report will also include additional value-added elements such as the recommended ballot measure alternatives and services to be funded, an outline of the recommended action plan for proceeding with local funding measures, profiles of likely supporters and opponents, service priorities, support by geographic area, and key messaging elements and strategies. The SCI Team recommends mailing 9,000 survey questionnaires to achieve a +/-3% margin of error.

Deliverables:

- *Develop a detailed approach for opinion research*
- *Design information piece and survey instrument*
- *Conduct statistically valid mailed community survey*
- *Provide printing, addressing, mailing, return postage for 9,000 surveys*
- *Analyze responses and present community public opinion report results to City Council*

In-Person Meetings:

- *One Presentation to City Council*

Task 5: Stormwater Fee Report

A Building on the information developed in the Stormwater Funding Analysis (January 2021) and the community survey (Task 4), the SCI Team will prepare a comprehensive Proposition 218-compliant property-related fee engineering and nexus/justification report ("Fee Report") for the proposed programs and improvements to be funded. The preliminary work will include at least four (4) rate structure options incorporating all necessary revenues, costs, fund balance targets, reserves, debt service considerations, and capital improvement scenarios. The Final Report will include a detailed description of the programs and improvements to be funded as well as the rationale used for the fee apportionment (likely to be based on impervious area) and calculation of the specific proposed fee amount for each parcel in the City.

The Fee Report may also include rate credit provisions to incentivize on-site runoff abatement that could apply to traditionally impervious large sites such as commercial, industrial and institutional parcels as well as newly developed sites to help the City implement structural BMPs and hydrograph modification practices. Additionally, the Report will include legal considerations and issues for the fee methodology, appeal processes, and alternative revenue enhancement options. The process will build on the data gathered in previous tasks, including parcel data, community priorities, and budgets, cost estimates, and multi-year proforma for all services and improvements. The Fee Report will also include storm drainage rate levels for various similar and nearby municipalities.

The first step would be to update the financial information developed for the Stormwater Funding Analysis. The second part of this task will be the compilation of the parcel attributes. In particular, SCI will need to perform an audit of parcel lot coverage of impervious surfaces for the various land classes. The parcel audit is a time-consuming task that will require looking at all our data sources, viewing aerial photos, and possibly some site visits. The data generated in this effort will be the backbone of the analysis that follows, where the nexus of parcel attributes to the fee structure is developed. This analysis uses many layers of statistical work and a reasoned and stout rationale for the resulting nexus.

The Fee Report's development is an iterative process and will be interwoven with the early stakeholder outreach, findings from the Community Survey, and critical input from City staff. This process varies depending on the community and will be tailored to fit the City's situation. SCI will present these fiscal plans, data review and analysis, and various fee scenarios to the City in up to three review sessions. Issues uncovered by the reviews will be highlighted and remedies suggested. Depending on the iterative path followed, new scenarios may be presented to internal (and possibly selected external) stakeholders to help refine the rate structure and incorporate the community's priorities.

Once City staff (and possibly the City's legal counsel) have reviewed the data and information, we will prepare a Draft Fee Report for a consolidated review by City staff of the recommended rate structure and fee levels. After that review, SCI will prepare the Final Fee Report that satisfies

the requirements of Articles XIIC and XIID of the California Constitution (Proposition 218), the Government Code, and other relevant code sections. The Report will be prepared and signed by Jerry Bradshaw, PE, a registered Civil Engineer with extensive experience in this field. The Report will include a detailed description of the proposed fee structure for the programs and improvements, future capital and facility improvement needs, a detailed cost estimate, the rationale used for the fee apportionment, calculation of the specific proposed fee amount for each parcel in the City, any necessary maps or diagrams, and other elements.

Deliverables:

- *Preliminary Rate Scenarios – Spreadsheet & PowerPoint level*
- *Draft Stormwater Fee Report*
- *Final Draft Stormwater Fee Report¹ and supporting PowerPoint for City Council Study Session*
- *Final Fee Report for City Council Approval*

In-Person Meetings:

- *One Presentation to Senior Staff (possibly in virtual format)*
- *One Study Session with City Council*

Task 6: Proposition 218-Complaint Fee Implementation

Implementation of a property-related fee includes several steps:

- a. City Council approval of the Fee Report, setting a public hearing² date and time, and authorizing the mailing of notices.
- b. Printing and mailing of notices.
- c. Conduct a public hearing no less than 45 days after the mailing of notices.
- d. City Council authorization of mailing of ballots (*if no majority protest is formed*).
- e. Printing and mailing of ballots.
- f. Tabulation of ballots after close of ballot period (*at least 45 days after public hearing*).

¹ Recent Examples of SCI's Stormwater Fee Report can be found at the three following locations:

- City of Davis): <http://documents.cityofdavis.org/Media/Default/Documents/PDF/Stormwater/Stormwater-Utility-Cost-of-Service-Rate-Study-ATT1-Fee-Report.pdf>
- City of Alameda (2019): <https://www.alamedaca.gov/files/sharedassets/public/public-works/misc/exhibit-1-draft-stormwater-fee-report.pdf>
- City of Cupertino (2018): <https://www.cupertino.org/home/showdocument?id=23893>

² These public hearings are prescribed by Proposition 218, and commonly called "protest hearing" because if protests are received from owners of a majority of parcels, the rate implementation process is blocked.

- g. City Council certification of results of the balloting, authorizing the fee structure if support is over 50%.
- h. Roll out of fees into utility billing system or County property tax bill system.

As noted above, the Proposition 218 process for stormwater fees included a ballot proceeding. The final step is the tabulation of ballots, and the City Clerk will be designated as the official tabulator. Since State law does not prescribe a detailed procedure for conducting the proceeding, one of the first actions of this task is to develop a Proposition 218 Procedures resolution to be adopted by the City Council. This kicks off a stream of documents that will require input and review by the City Clerk, City Attorney, Finance Director, and other senior staff. SCI recognizes that this process is new for each of our clients, so we will bring our extensive experience in this regard to draft documents and advise (and, in many cases, train) City staff on these procedures.

The SCI Team will draft all notices, resolutions, ordinances, and staff reports required for each step in the process as well as the final ballot packet. City staff, including the City Clerk and legal counsel, will review and finalize all these documents. We will also assist the City and its legal counsel with a public hearing script for the Mayor and responses to property owner testimony at the public hearing.

The design of the official notices, ballot, and supporting informational items and mailers is one of the most important elements of a successful ballot outcome. The SCI Team will utilize its unmatched expertise and track record to design these items that clearly and concisely explain the reason for the stormwater fee while meeting all legal requirements.

After the designs of the notices and ballots are finalized, the SCI Team will oversee the printing, addressing and mailing of the notices and then the ballot packets. (This work will be performed by our reliable mail house, Admail West, a printing and mailing firm with industry-leading experience with registered voter elections and mail ballot proceedings.) Throughout the noticing and balloting periods, the SCI Team will also field and respond to property owner inquiries, will research and confirm new owners that are not reflected on the official county property ownership records, and will issue replacement ballots upon request.

Tabulation is required by law to be done either by an impartial third party (the statute defines the City Clerk as such), or in public view. For a tabulation of this size (estimated at up to 8,500 ballots returned), SCI recommends the City hire an outside auditing or accounting firm. The SCI Team will provide all necessary training to that firm for managing SCI's bar scan system and tabulation software. Alternately, if the City chooses to perform the tabulation in-house under the direction of the City Clerk (or in public view, or both), SCI will provide the same training for City staff. For a modest extra fee, a Senior SCI Consultant would be provided to oversee the tabulation process. This will require approximately 50 person-hours of City staff over a two- or three-day time span.

Deliverables:

- *Management of noticing and balloting process*
- *Designing, printing, mailing of Fee Notices (Approx. 28,300)*
- *Designing, printing, mailing of Fee Ballots (Approx. 28,300)*
- *Supporting resolutions and staff reports*
- *Property owner support throughout process*
- *Training tabulation consultant on balloting process and tabulation*

In-Person Meetings:

- *Tabulation Training*
- *Two City Council meetings (Fee Report Approval and Public Hearing)*

Task 7: Public Outreach

SCI will assist with public informational and educational outreach strategies and property owner informational services. Our informational outreach efforts, which will continue up to and throughout the ballot proceeding, include tasks necessary to ensure the property owners are adequately informed about the assessment ballot proceeding and the proposed services and/or improvements in their area prior to the mailing of ballots. Throughout this process, the SCI Team will work closely with volunteers, City staff and other stakeholders.

Informational and Education Outreach Strategies

The SCI Team understands that basic message components will need to be simple, clear and transparent, and need to be well supported with detailed and substantive information and tested with primary stakeholders throughout the project.

However, storm drain infrastructure, maintenance and operations are not well known, and not well understood by the general public, and as a result, the general public is commonly hesitant to invest in local storm drain infrastructure. Accordingly, answers to the following questions must be effectively provided to the rate payers:

- What is the purpose of storm drain infrastructure?
- Why is the storm drain system important to the San Mateo residents?
- Why is the additional funding / revenue needed?
- Has the City done all it can to reduce costs prior to increasing the rates?
- What protections are there that this additional funding will be spent wisely?

More recently, communities have demanded greater detail and explanation for these questions, particularly the fourth and fifth questions. We recommend, from our experience providing

community outreach throughout the State, that the outreach material and approach combine straightforward, plain-language explanations with detailed, substantive information. Credibility is the most important factor in this outreach.

Develop Communication Infrastructure

Next, the SCI Team will carefully evaluate and develop the potential communication infrastructure. Working with City staff (i.e., Public Information Officer, etc.), we will evaluate and ultimately coordinate existing communication infrastructure, including stakeholder contacts, print media, website, social media, print publications, neighborhood groups and newsletters, etc., and will prioritize and integrate the various methods as appropriate. We will also look at e-mail contacts with HOA and neighborhood leaders, as well as web-based platforms. We will develop a schedule for the dates of community stakeholder meetings, due dates for local group newsletters, etc. Our extensive experience has shown that the most effective communication mechanisms for this type of infrastructure are small, local, and neighborhood-based, with a personal communication or face-to-face element.

Develop Communication Messaging

The development of the messaging and supporting information is an iterative process with City staff, the SCI Team, and members of the public, and with considerable input from the Task 4 opinion research. Throughout the process, the SCI Team will analyze and refine messaging associated with storm drain infrastructure. In this task, the SCI Team will develop draft communications of various types. These may include Frequently Asked Questions (FAQ) documents, camera-ready mailers and brochures, PowerPoint presentations, and emails, scripts, and other adaptable messages.

Rollout and Implementation

Once the outreach plan is well-vetted, reviewed and refined, the SCI Team will coordinate the rollout and implementation of the plan. This work is not expensive, but requires a considerable time commitment from City Staff, and is very effective when well-executed. SCI staff will attend community meetings to provide technical support and evaluate public response.

Deliverables:

- *Develop outreach plan*
- *Develop outreach material including FAQs, Talking Points, scripts, e-mail and social media*
- *Develop and refine PowerPoint presentations for public meetings*
- *Coordinate implementation of outreach efforts*

In Person Meetings:

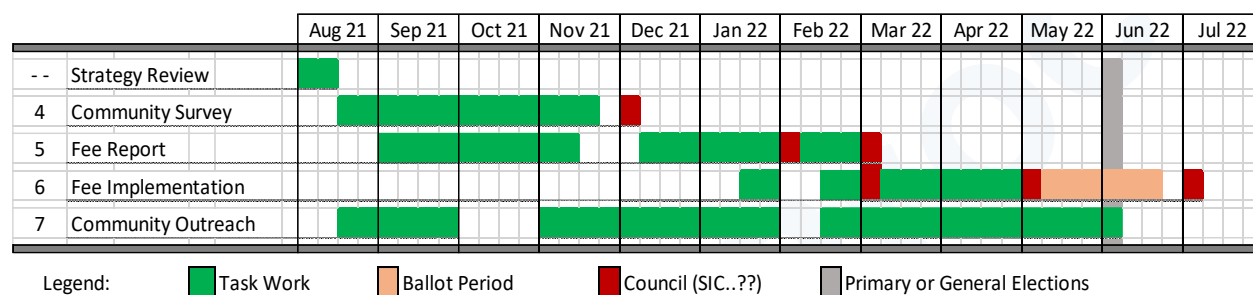
- *Three (3) Community Meetings*

Exclusions: *This scope and pricing do not include the printing, mailing, or media buy for any outreach material.*

Timeline

The following timeline is compressed somewhat to bring the stormwater fee ballot period into the early summer months of 2022 and avoid competition from the fall elections. In order to achieve this, the Fee Report (Task 5) would proceed somewhat concurrently with the Survey (Task 4). This compressed timeline will also constrain the Public Outreach efforts (Task 7). Results from the survey (Task 4) may reveal that a more extensive public outreach effort is warranted, and the timeline may need to be altered.

Tentative Timeline



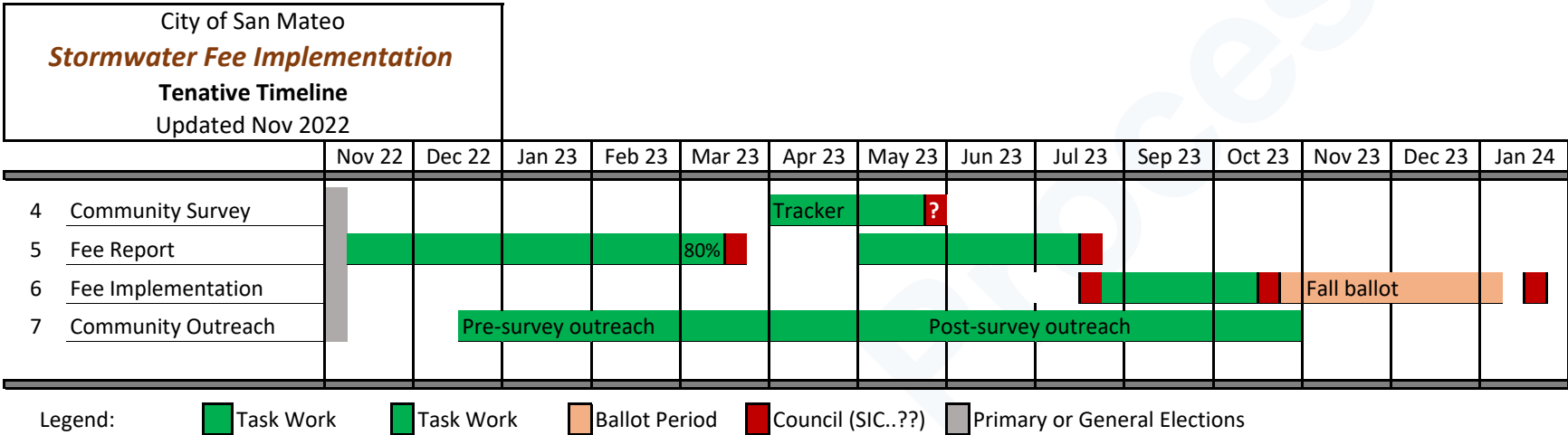


Exhibit B - Original Fee Rates

Exhibit B - Fee Rates

**SCI TEAM
CITY OF SAN MATEO
Storm System Activities Funding Analysis**

Assigned staff:	John Bliss	Jerry Bradshaw	Susan Barnes	Karen Ashby	Airy Krich-Brinton	Rachel Warren	Support Staff
Classification:	President & Senior Engineer	Fee Engineer	Senior Consultant	Financial/ Regulatory			
Fully Loaded Hourly Rate:	\$245	\$205	\$180	\$291	\$206	\$239	\$65
Subcontractor Markup				10%	10%	10%	

Core Tasks

Task Number/Description			Hours							Total Hours	Total Costs
1 Evaluation of Projected Financial Needs				4	4	36	44	44		132	\$ 34,602
2 Evaluation of Potential Funding Sources			2	24	10	4				40	\$ 8,490
3 Preparation of Scope of Work, Preliminary Rate Structure and Presentation			1	24	30					55	\$ 10,565
		TOTAL DIRECT HOURS	3	52	44	40	44	44		227	\$ 53,657
	Incidental Cost allowance for Tasks 1-3							Units	Cost		Total Cost
	Data & Documents	Incidental expenses (travel, property data, maps , etc., actual costs reimbursed) -Tasks 1-3					1	\$1,250		\$ 1,250	
									Totals		
									Tasks 1, 2 & 3*		\$ 54,907

Exhibit B1 - Additional Fee Rates

Fees

Exhibit B1 – Fee Rates

SCI TEAM CITY OF SAN MATEO STORMWATER SURVEY FEES IMPLEMENTATION OUTREACH							
Assigned staff:	John Bliss	Jerry Bradshaw	Kyle Tankard	Karen Ashby	Support Staff		
	President & Senior Engineer	Fee Engineer	Senior Consultant	Financial/Regulatory			
	Fully Loaded Hourly Rate:	\$275	\$255	\$195	\$299	\$75	
	Subcontractor Markup				10%		
Task Number/Description		Hours				Total Hours	Total Costs
4	Community Polling	1	16	16		49	\$ 8,675
5	Fee Report	8	60	32	12	122	\$ 28,437
6	Prop 218 Implementation	4	24	40		76	\$ 15,620
7	Public Outreach	8	12	50		74	\$ 15,310
TOTALS		21	112	138	12	38	\$ 68,042
Direct Costs		Units	Cost			Total Cost	
Incidentals	Travel, property data, maps , etc., actual costs reimbursed	1	\$ 4,000.00			\$ 4,000	
Mailed Survey	Task 4: Printing, Addressing, Mailing, Return Postage	9,000	\$ 1.25			\$ 11,250	
Prop 218 Notice	Task 6a: Printing, Addressing, Mailing, Return Postage	28,300	\$ 0.95			\$ 26,885	
Prop 218 Ballots	Task 6b: Printing, Addressing, Mailing, Return Postage	28,300	\$ 1.25			\$ 35,375	
				TOTALS		\$ 77,510	
				TOTAL PROJECT COST		\$ 145,552	

EXHIBIT C**INSURANCE REQUIREMENTS****MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificate Of Completion

Envelope Id: CF09D3CA7EC84E7DBCF4978D963CF0BA

Status: Sent

Subject: PW - SCI Consulting Group - Agreement - Stormwater Funding Analysis

Source Envelope:

Document Pages: 27

Signatures: 1

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Alonso Barahona

330 W. 20th Avenue

City Clerk's Office

San Mateo, CA 94403

abarahona@cityofsanmateo.org

IP Address: 76.14.0.98

Record Tracking

Status: Original

3/2/2023 12:15:42 PM

Holder: Alonso Barahona

abarahona@cityofsanmateo.org

Location: DocuSign

Signer Events**Signature****Timestamp**

John Bliss

john.bliss@sci-cg.com

President

SCI Consulting Group

Security Level: Email, Account Authentication
(None)*John Bliss*Signature Adoption: Pre-selected Style
Using IP Address: 73.158.254.219

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Viewed: 3/2/2023 12:28:00 PM

Signed: 3/2/2023 12:28:09 PM

Electronic Record and Signature Disclosure:

Accepted: 3/2/2023 12:28:00 PM

ID: 312f4970-ef83-4504-a7b6-115a8a4c2cd7

Alonso Barahona

abarahona@cityofsanmateo.org

Management Analyst

City of San Mateo

Security Level: Email, Account Authentication
(None)

Sent: 3/2/2023 12:28:14 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Linh Nguyen

Inguyen@cityofsanmateo.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Azalea Mitch

amitch@cityofsanmateo.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2023 8:36:46 AM

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Erin Fellers efellers@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Alesha Boyd aboyd@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
PW Email Chron pwemailchron@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sarah Scheidt sscheidt@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/24/2022 4:34:11 PM ID: e7e9ef85-b53c-4de2-b20b-8b521f3e749a		
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Carahsoft OBO City of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Carahsoft OBO City of San Mateo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cravi@cityofsanmateo.org

To advise Carahsoft OBO City of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cravi@cityofsanmateo.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO City of San Mateo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cravi@cityofsanmateo.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of San Mateo

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cravi@cityofsanmateo.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO City of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO City of San Mateo during the course of my relationship with you.



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 5

Section Name: CONSENT CALENDAR

Account Number: 10-203:

File ID: 23-7231

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: Finance Department

MEETING DATE: March 6, 2023

SUBJECT:

Collaborative Solutions, LLC, Workday Lean-On Services Support – Budget Appropriation and Statement of Work Approval

RECOMMENDATION:

Adopt a Resolution to approve a supplemental budget appropriation of unassigned fund balance in the General Fund of \$112,650 to increase the Finance Department's 2022-23 operating budget, and to approve the Statement of Work for the Master Services Agreement with Collaborative Solutions, LLC for Workday Lean-On Services Support in the amount of \$112,650, for a new agreement total of \$2,979,545. Approval of the Statement of Work and a separate agenda item with Collaborative Solutions, LLC will result in a new agreement total of \$3,381,765.

BACKGROUND:

In February 2022, the City Council awarded a contract to Collaborative Solutions, LLC (Collaborative) as a part of the enterprise resource planning (ERP) system replacement project in the amount of \$2,527,160. Implementation of the Workday ERP is in phases, with Phase 1 covering the core financial elements, including accounting, accounts payable, accounts receivable, and financial reporting. Phase 1 began in March 2022 and went live on November 1, 2022. The Council previously approved change orders that added scope, time, and materials to the agreement.

Currently, the agreement total is \$2,866,895. There is an additional consent calendar agenda item scheduled for the March 6, 2023 regular meeting for Change Order No. 4 in the amount of \$402,220. If both the Statement of Work for Workday Lean-On Services Support and Change Order No. 4 are approved, the new agreement total will be \$3,381,765.

The Statement of Work (SOW) for Workday Lean-On Services Support, which is a contract amendment to the Master Services Agreement for additional services, primarily provides the City and San Mateo Consolidated Fire Department (SMC Fire) with critical support services during the first year of being in a production environment, which primarily include:

1. Support for system updates, including new features.
2. Reporting and integrations, including custom reporting and new integrations with other systems used by operating departments beyond what was incorporated into the original implementation.
3. Optimization of the Workday ERP, including modifications to business processes and security settings to meet the City and SMC Fire's needs.

The one-year term of the SOW dovetails with the expiration of the extended post-production support of Phase I (Workday Financials) to ensure that the subject matter experts and staff that administer the Workday ERP have the support that is required to ensure the City and SMC Fire's growing and evolving business needs are met and realize the organizational efficiencies and benefits of the Workday ERP. Based on the above, staff recommends approval of the SOW for Workday Lean-On Services Support and to adopt a resolution appropriating \$112,650 of unassigned fund balance from the General Fund to the Finance Department's 2022-23 operating budget.

BUDGET IMPACT:

The ERP replacement capital improvement project does not have sufficient budget to absorb the additional cost of the SOW for Workday Lean-On Services Support. As such, approval of a supplemental budget appropriation of unassigned fund balance in the General Fund in the amount of \$112,650 is required in order to increase the Finance Department's 2022-23 operating budget.

ENVIRONMENTAL DETERMINATION:

Approval of the Statement of Work for Workday Lean-On Services Support and adoption of a resolution increasing the Finance Department's 2022-23 operating budget is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Proposed Resolution

Att 2 - Statement of Work Workday Lean-On Services Support

STAFF CONTACT

Rich Lee, Director, Finance
rlee@cityofsanmateo.org
(650) 522-7102

**CITY OF SAN MATEO
RESOLUTION NO. ____ (2023)**

RESOLUTION APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION OF \$112,650 OF UNASSIGNED FUND BALANCE FROM THE GENERAL FUND TO INCREASE THE FINANCE DEPARTMENT'S 2022-23 OPERATING BUDGET, AND APPROVING THE STATEMENT OF WORK FOR AN AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC IN THE AMOUNT OF \$112,650 FOR A NEW AGREEMENT TOTAL OF \$3,381,765

WHEREAS, the City Council awarded a master services agreement to Collaborative Solutions, LLC in February 2022 for enterprise resource planning (ERP) system implementation services (Agreement); and

WHEREAS, a proposed a change order for a Statement of Work to the Agreement in the amount of \$112,650 is related for Workday Lean-On Services Support for the Workday enterprise resource planning (ERP) system; and

WHEREAS, these support services are critical to ensure that the evolving business needs of the City of San Mateo (City) and San Mateo Consolidated Fire Department (SMC Fire) are met with the Workday ERP; and

WHEREAS, the Finance Department requires an increase in its 2022-23 operating budget to cover the costs of these support services; and

WHEREAS, there is a separate agenda item scheduled for the March 6, 2023 Regular Meeting for Change Order No. 4 to the Agreement in the amount of \$402,220. If both the Statement of Work for Workday Lean-On Services Support and Change Order No. 4 are approved, the new agreement total will be \$3,381,765.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY RESOLVES that:

1. This Council action is not subject to CEQA, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines Section 15378(b)(4).)
2. A supplemental budget appropriation of \$112,650 of the unassigned fund balance from the General Fund to increase the Finance Department's 2022-23 operating budget is approved.
3. The Statement of Work for the Master Services Agreement with Collaborative Solutions, LLC for Workday Lean-On Services Support in the amount of \$112,650 is approved. If the Council separately approves Change Order No. 4 to the Agreement in the amount of \$402,220, the new agreement total will be \$3,381,765.

Prepared For:
City of San Mateo

Statement of Work Workday Lean-On Services Support



**COLLABORATIVE
SOLUTIONS**
a cognizant company

Preparation Date: January 17, 2023

STATEMENT OF WORK FOR WORKDAY LEAN-ON SERVICES SUPPORT

This Statement of Work (“SOW”) is made effective on the 6th day of March 2023 (the “SOW Effective Date”) by and between City of San Mateo, a municipal corporation (“Client”), having its principal place of business at 330 West 20th Avenue, San Mateo, CA 94403 and Collaborative Solutions, LLC, a limited liability company (“CSLLC”), an Affiliate of Cognizant Worldwide Limited (“Cognizant”), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on March 6, 2023 (“Start Date”) and expected to end on March 31, 2024.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement by and between Cognizant and Client dated as of February 1, 2022 (the “Agreement”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work (“Scope”) for Consulting Services

1.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as those representative activities listed in the table below, on behalf of the Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client’s Workday solution, as well as the Client’s experience. Such optimization may include, but is not limited to, updating business processes, revising

Activity	Functionality Scope/Support Activity Detail
	organization structures, or modifying rules for security, business process, and organization for the full Workday platform.
Knowledge Transfer	As agreed to by Client and CSLLC, CSLLC on-demand support may include knowledge transfer pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-production Workday customers Services related to Organizational Change Management, Communications, and Training. If requested this can be a part of the Lean-On Service.

1.2 Enhanced Managed Services

Managed Services are included for all CSLLC Continuous Value Services (“CVS”) customers. Enhanced Managed Services will be provided to Client and is supported by a Workday certified Engagement Manager.

Managed Services (All CVS customers)	Enhanced Managed Services
<ul style="list-style-type: none"> • Service delivery project management • Access to full platform Squad consulting team • Access and use of cloud-based ticketing system • Proactive periodic Workday communications • Periodic “one-to-many” webinars • Metric reporting • Ticket and Escalation management • Change Orders & New existing project scoping needs • Monthly Status Call 	<ul style="list-style-type: none"> • Workday certified Engagement Manager • High touch personalized engagement mutually defined with Client • Bi-weekly status meetings • Quarterly initiative check-ins • Semi-annual account reviews • Collaboration on projects • Ongoing Leadership Oversight • Partnership for future initiatives and road-mapping • Bi-weekly Financial Reporting

2.0 Support Process

2.1 Ticketing System

Client’s primary contacts will submit all service requests via CSLLC’s ticketing system which will enable involvement by CSLLC support personnel for resolution.

Requests will be managed depending upon the type as outlined below.

2.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

- Provide Tier Zero (0), Tier One (1) & Two (2) support, which will be provided by CSLLC’s Global Delivery Center (“GDC”) located in India and Manila, Philippines. Tier Three (3) and Tier Four (4) support will be provided regionally in Europe, the Middle East and Africa (EMEA), North America, and Asia-Pacific (APAC) or by CSLLC’s GDC located in India and

Manila, Philippines on an as needed basis. Appendix A provides details on the tier support levels.

- b. Acknowledge the request within twenty-four (24) hours of the Client's normal business hours. Definition of normal business hours will be mutually agreed upon between the Client and the CSLLC Engagement Manager ("CSLLC EM"). If Severity One (1) emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM. The CSLLC EM will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support for Tier Three (3) or Tier Four (4) support, if mutually agreed upon between both Parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.
- c. Request details on the configuration impacted, if not already provided.
- d. Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.
- e. Review configuration changes required with Client and request Client's approval to apply fix.
- f. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Client, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
 - The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's Project Manager and CSLLC's EM.
- e. Complete configuration and unit testing.
- f. Provide the change for user acceptance testing in Client's sandbox or implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Responsibilities of the Client.

Stage	CSLLC Services	Client Responsibilities
Transition Plan - (Occurs prior to Support Services)	<ul style="list-style-type: none"> • The CSLLC EM will participate and support the project kickoff meeting for the engagement • Create the work plan for identified support requests based upon current roadmap • Assemble the CSLLC project team based on planned work efforts • Jointly schedule workstream meetings • Schedule recurring project meetings and status reporting • Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data • Complete any Client required onboarding documents • Gather and review preliminary documentation • Configuration of ticketing system for CSLLC and Client • Provide overview of ticketing system 	<ul style="list-style-type: none"> • Participate in Project Kickoff Meeting • Request tenant access for CSLLC consultants identified for planned work • Identify and provide project team and project Subject Matter Experts ("SMEs") • Provide input into the work plan based upon roadmap • Approve and sign off on work plan • Provide Client's Tenant Management Strategy • Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data • Sign off on stage
Support Services	<ul style="list-style-type: none"> • Manage the work plan for support requests as identified in Section 1.1 • Update the Client roadmap for planned support needs • Participate in project status meeting in a time agreed upon by CSLLC EM and Client • Conduct weekly workstream meetings between CSLLC functional/technical consultants and SMEs, on an as-needed basis • Provide knowledge transfer documents, on an as-requested basis • Prepare, reconcile, and provide financial summaries to the Client • Support Client's Project Manager with issue resolution, and additional resourcing requests for unplanned needs • Provide engagement artifacts • Providing guidance in developing high level deployment plan(s), as requested 	<ul style="list-style-type: none"> • Manage the Tenant Management Strategy • Inform CSLLC of changes to the Tenant Management Strategy • Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date • Provide input to the work plan • Provide input into the Client roadmap • Participate in weekly project and workstream meetings • Provide SMEs for support requests • Provide requirements for any support request • Review and sign off on initial functional or technical design changes • Define and document test plan and test scenarios (end-to-end, user acceptance, and regression) • Create/Maintain defect tracking log • Execution of all test scenarios (end-to-end, user acceptance and regression) • Manage and sign off on all test results (end-to-end, user acceptance and regression)

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Provide sign-off documents, as required for support requests 	<ul style="list-style-type: none"> Conduct sandbox and production migrations of configuration, unless requested in writing in advance per Section 2.2 Conduct change management Sign off on any support request

4.0 Schedule

Timeline by Stage		
	Transition Plan	Support Services
Estimated Start Date	6-Mar-23	20-Mar-23
Estimated End Date	17-Mar-23	31-Mar-24

5.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

- Client timely completes each item listed as a Client Responsibility in Section 3.0.
- The Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- The Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- Services will be provided during the normal business hours agreed upon between the Client and CSLLC EM and will be as closely aligned to the Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
- CSLLC resources will provide their own laptops.
- Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM will provide access to assigned project team members employed by CSLLC.
- If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.

- i. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
- j. Client will be solely responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.
- k. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.

6.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through March 31, 2024 (the "Term"), unless terminated sooner by providing CSLLC ninety (90) days' prior written notice. Upon termination of this SOW, which shall be in accordance with the Agreement, Client shall pay to CSLLC all amounts due and payable hereunder. Any unused hours will be forfeited.

7.0 Pricing

CSLLC Project Roles	Quarter 1 Service Hours (Mar. - June)	Quarter 2 Service Hours (July - Sept.)	Quarter 3 Service Hours (Oct. - Dec.)	Quarter 4 Service Hours (Jan. - Mar.)	Total Hours	Hourly Rate for Service Subscription	Estimated Fees
CVS Consultant	125	125	125	125	500	\$184.80	\$92,400
Total Block of Hours	125	125	125	125	500		
Consulting Services	\$23,100	\$23,100	\$23,100	\$23,100			\$92,400
Enhanced Managed Services	\$5,062.50	\$5,062.50	\$5,062.50	\$5,062.50			\$20,250
Invoice Amount	\$28,162.50	\$28,162.50	\$28,162.50	\$28,162.50			\$112,650
Invoice Date	Upon SOW Execution	15 days prior to Quarter Start	15 days prior to Quarter Start	15 days prior to Quarter Start			
Estimated Expenses							\$0
Grand Total							\$112,650

Lean-On Service Subscription

- a. The Enhanced Managed Services are applied in conjunction with the Consulting Services of this SOW. If additional Consulting Services are requested pursuant to the Change Order process, Enhanced Managed Services will also be included.
- b. Flexibility exists to use hours for resource needs not listed above in the pricing matrix. This includes requests for new resources or an increase in resource hours.
- c. Hours will roll over from quarter to quarter. Any unused hours at the end of the Term must be used within the first quarter of any mutually agreed upon renewal term.
- d. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.

- e. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW. The CSLLC EM will communicate about the team as a part of the onboarding process.
- f. Billing will occur prior to the start of each period for the hours indicated for each service period.
- g. In the event Client exceeds the quarterly bucket of hours, CSLLC will promptly issue the following quarter's invoice upon the overage, which shall be due and payable in accordance with the Agreement. Client can use the hours associated with the following quarter once the invoice is issued.
- h. If Client exceeds the annual estimated fees associated in the pricing table set forth herein, CSLLC will prepare a Change Order.
- i. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- j. Invoices will be emailed to the following address: rlee@cityofsanmateo.org.
Any other mailed correspondence will be delivered as follows:

City of San Mateo
Attention: Rich Lee, Finance Director
330 West 20th Avenue
San Mateo, CA 94403

- k. Client will provide to CSLLC the Purchase Order Number created in connection with this SOW promptly following signature by the Parties.

8.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to the Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

9.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

City of San Mateo

Authorized Signature

Authorized Signature

Name

Name


Job Title

Job Title

Date

Date

Appendix A

Tier Requests/Examples			
Tier	Group Responsible	Definition	Examples
0	Global Delivery Center (GDC)	Ticket Monitoring	<ul style="list-style-type: none"> Ticket Intake Monitoring Ticket Triaging
1 - 2	Global Delivery Center (GDC)	How-To's Transactions	<ul style="list-style-type: none"> How to Reassign a Task How to Create a Settlement Run How to Print Checks Enterprise Interface Builder (EIB) Loads Create/update/inactivate project/cost center/worktag/etc. Running Integrations Integration issue investigation
3	Global Squad	Advanced Requests	<ul style="list-style-type: none"> Change to Business Process (BP) configuration, alerts, routing, roles New configuration/Configuration changes Update of existing integration for additional use cases Annual Event support
4	Global Squad	Scope and/or Financial Impact	<ul style="list-style-type: none"> Scoping forty or more (40+) hour Client requests Level of Effort requests SOW requests Demos 

Note: The location of support using CSLLC's GDC or Global Squad will be determined by the level of complexity of the issue based upon the assessment of the CSLLC consultant in charge of triaging and servicing the ticket regardless of Tier level.



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 6

Section Name: CONSENT CALENDAR

Account Number: 10-203:

File ID: 23-7267

TO: City Council
FROM: Drew Corbett, City Manager
PREPARED BY: Finance Department
MEETING DATE: March 06, 2023

SUBJECT:

Collaborative Solutions, LLC Enterprise Planning System Implementation Services – Supplemental Budget Appropriation and Change Order

RECOMMENDATION:

Adopt a Resolution to approve a supplemental budget appropriation of \$325,852 of unassigned fund balance from the Equipment Replacement Fund, \$59,517 of unassigned fund balance from the Sewer Fund, and \$16,851 of unassigned fund balance from the Construction Services Fund to increase the budget for the Enterprise Resource Planning Software Project, and to approve Change Order No. 4 to the master services agreement with Collaborative Solutions, LLC for enterprise resource planning system implementation services in the amount of \$402,220, for a new agreement total of \$3,269,115. Approval of Change Order No. 4 and a separate agenda item with Collaborative Solutions, LLC will result in a new agreement total of \$3,381,765.

BACKGROUND:

In February 2022, the City Council awarded a contract to Collaborative Solutions, LLC (Collaborative) as a part of the enterprise resource planning (ERP) system replacement project in the amount of \$2,527,160. The ERP supports administration of the City's core functions, including administration of the Sewer Fund and Construction Services Fund. Implementation of the Workday ERP is in phases, with Phase 1 covering the core financial elements, including accounting, accounts payable, accounts receivable, and financial reporting. Phase 1 began in March 2022 and went live on November 1, 2022. The Council previously approved change orders that added scope, time, and materials to the agreement. Currently, the agreement total is \$2,866,895. There is an additional consent calendar agenda item scheduled for the March 6, 2023 regular meeting relating to a Statement of Work for Collaborative Lean-on Support Services in the amount of \$112,650, and if approved, the agreement total will be \$2,979,545. This Change Order No. 4 request is for the amount of \$402,220 and if approved would result in an agreement total of \$3,269,115, not counting the Statement of Work. Approval of both the Statement of Work and Change Order No. 4 will result in a new agreement total of \$3,381,765.

Phase 2 of the Workday ERP implementation began in October 2022, and has completed the Plan and Architect stages. Of the Configure & Prototype stage, the Customer Confirmation Sessions (CCS) have been completed. Change Order No. 4 proposes critical configuration needs that were identified during the CCS that principally relate Human Capital Management onboarding documents, additional core compensation allowance plans, additional payroll earnings codes, and custom reports that include but are not limited to:

- a. State Controller's Reports (mandatory compliance);
- b. Verification of Employment;
- c. Library hours worked;
- d. Compensation Ranges and Salary Schedule;
- e. Workers' Compensation Wages;

As reflected in Attachment 2, the additional scope will cost \$112,460 and require an additional 13 weeks to the overall project timeline. The additional consultant time will cost \$329,760 based on the number of hours required from the specific functional staff lead from Collaborative and an hourly rate of \$180. Collaborative has reduced the change order by \$50,000 to reflect its investment in the project and commitment to a successful ERP implementation.

Approval of Change Order No. 4 will increase the project timeline by 13 weeks, primarily consisting of 9 additional weeks in the testing stage, and move the go live date to December 24, 2023, which is the first day of the pay period that will have a pay date of January 12, 2024, which will be the first pay date for tax year 2024.

BUDGET IMPACT:

The cost of Change Order No. 4 will be allocated between the City of San Mateo and the San Mateo Consolidated Fire Department (SMC Fire) as shown in Attachment 3 based on the proportional share of Full Service Equivalent (FSE), which is consistent with the allocation methodology used for Workday ERP implementation and ongoing subscription costs. However, since the Master Service Agreement is between the City and Collaborative, the City will pay for the full cost of Change Order No. 4, and SMC Fire will reimburse the City for its share.

The proposed resolution, included as Attachment 1, approves supplemental budget appropriations of unassigned fund balances as shown in the table below:

Fund	Amount
Equipment Replacement Fund	\$325,852
Sewer Fund	\$59,517
Construction Services Fund	\$16,851

ENVIRONMENTAL DETERMINATION:

This change order is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

- Att 1 - Proposed Resolution
- Att 2 - Change Order No. 4
- Att 3 – Cost Allocation for Change Order No. 4

STAFF CONTACT

Rich Lee, Director, Finance
rlee@cityofsanmateo.org
(650) 522-7102

**CITY OF SAN MATEO
RESOLUTION NO. ____ (2023)**

RESOLUTION APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION OF \$325,852 OF UNASSIGNED FUND BALANCE FROM THE EQUIPMENT REPLACEMENT FUND, \$59,517 OF UNASSIGNED FUND BALANCE FROM THE SEWER FUND, AND \$16,851 OF COMMITTED FUND BALANCE FROM THE CONSTRUCTION SERVICES TO INCREASE THE BUDGET FOR THE ENTERPRISE RESOURCE PLANNING SOFTWARE PROJECT (PROJECT NO. 200001) BY \$402,220, AND APPROVING CHANGE ORDER NO. 4 TO AN AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC IN THE AMOUNT OF \$402,220 FOR A NEW AGREEMENT TOTAL OF \$3,381,765

WHEREAS, the City Council awarded a master services agreement to Collaborative Solutions, LLC in February 2022 for enterprise resource planning (ERP) system implementation services; and

WHEREAS, Implementation Phase I, which brought Workday Financials to fruition, began in March 2022 and went live on November 1, 2022; and

WHEREAS, Implementation Phase II, which primarily consists of Workday Human Capital Management (HCM) and Payroll, began in October 2022 and with City Council approval of Change Order No. 4, will go live on December 24, 2023, and have post-production support through January 21, 2024; and

WHEREAS, additional needs were determined as a result of the Customer Confirmation Sessions (CCS) of the Configuration & Prototype stage, including HCM onboarding documents, additional core compensation allowance plans, additional payroll earnings codes, and custom reports; and

WHEREAS, the cost of Change Order No. 4 will be split proportionately between the City of San Mateo and the San Mateo Consolidated Fire Department based on the Full Service Equivalent (FSE); and

WHEREAS, a separate agenda item is scheduled for the March 6, 2023 Regular Meeting relating to a Statement of Work for Collaborative Lean-on Support Services with Collaborative Solutions, LLC (Statement of Work) in the amount of \$112,650. Approval of both the Statement of Work and Change Order No. 4 will result in a new agreement total of \$3,381,765.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY RESOLVES that:

1. This City Council action is not a project subject to CEQA, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines Section 15378(b)(4).)
2. A supplemental budget appropriation of \$325,852 of unassigned fund balance from the Equipment Replacement Fund, \$59,517 of unassigned fund balance from the Sewer Fund, and \$16,851 of unassigned fund balance from the Construction Services Fund to increase the budget for the Enterprise Resource Planning Software Project (Project No. 200001) by \$402,220 is approved.
3. Change Order No. 4 to the master services agreement with Collaborative Solutions, LLC for enterprise resource planning system implementation services in the amount of \$402,220 is approved. If the Council separately approves a Statement of Work for the same master services agreement in the amount of \$112,650, the new agreement total will be \$3,381,765.

Project Change Order

This Change Order form is used for requesting, documenting and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	City of San Mateo
SOW/Project Name:	PROJ_54648/ City of San Mateo, CA – HCM/Pay - Phase 2
Change Order #:	C04
Project Manager (Client):	Stacey Mansker-Young, Plante Moran
Project Sponsor (Client):	Rich Lee, Finance Director
Engagement Manager (CSLLC):	Silviu Nedea, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	2/24/2023
Change Type:	Change in Scope (additional hours added)
Impact Assessed by:	Ryan Roberts, Jane Davis, Gaurav Sethi, Hector de Zayas, Clay Gordon, Neil Brosnan, Amber Martin, Sarah Gardner, Dan Hann, Silviu Nedea
Priority:	Medium
Billing:	Bill under current project
Contract Line Type:	Fixed Fee Installment/Milestone
Is new PO# required?	No new PO# needed

Request Description

Post CCS Scope

Business Purpose / Reason for Change

- Scope adjustments as a result of the conclusion of CCS.
- Break out earnings into several allowance plans, resulting in 12 new plans and codes
- Additional 23 custom reports
- Additional boomerang integration to zero out Gross and Subject Wage related calculations on OASDI EE and ER deductions
- Project Go-Live moved to 12/24/2023 with post production support until 1/21/2024

Impact Assessment

Project Activities Affected:	Scope and Timeline affected as a result of this change order																																																																														
Deliverables Affected:	As per Appendix A and B																																																																														
Project Schedule Impact:	<div>Schedule impact will include:<ul style="list-style-type: none">Project extension of 13 weeksCurrent Go-Live Date 9/24/2023New Go-Live Date 12/24/2023Additional hours to account for the extended schedule as detailed in Appendix B</div> <div><u>Current Timeline</u> Total 58 weeks</div> <table><tr><td></td><td>4</td><td>12</td><td>13</td><td>14</td><td>7</td><td>4</td><td>4</td></tr><tr><td>Current</td><td>Plan Stage</td><td>Architect Stage</td><td>Configuration & Prototype</td><td>Testing</td><td>Payroll Parallel</td><td>Deploy</td><td>Post Production</td></tr><tr><td>Start</td><td>9/12/2022</td><td>10/10/2022</td><td>1/2/2023</td><td>4/3/2023</td><td>7/10/2023</td><td>8/28/2023</td><td>9/25/2023</td></tr><tr><td>End</td><td>10/7/2022</td><td>1/1/2023</td><td>4/2/2023</td><td>7/9/2023</td><td>8/27/2023</td><td>9/24/2023</td><td>10/22/2023</td></tr></table> <div><u>Revised Timeline</u> Total 71 weeks</div> <table><tr><td></td><td>4</td><td>12</td><td>16</td><td>23</td><td>8</td><td>4</td><td>4</td></tr><tr><td>Current</td><td>Plan Stage</td><td>Architect Stage</td><td>Configuration & Prototype</td><td>Testing</td><td>Payroll Parallel</td><td>Deploy</td><td>Post Production</td></tr><tr><td>Start</td><td>9/12/2022</td><td>10/10/2022</td><td>1/2/2023</td><td>4/24/2023</td><td>10/1/2023</td><td>11/27/2023</td><td>12/25/2023</td></tr><tr><td>End</td><td>10/7/2022</td><td>1/1/2023</td><td>4/23/2023</td><td>9/30/2023</td><td>11/26/2023</td><td>12/24/2023</td><td>1/21/2024</td></tr><tr><td>Change</td><td>0</td><td>0</td><td>3</td><td>9</td><td>1</td><td>0</td><td>0</td></tr></table>								4	12	13	14	7	4	4	Current	Plan Stage	Architect Stage	Configuration & Prototype	Testing	Payroll Parallel	Deploy	Post Production	Start	9/12/2022	10/10/2022	1/2/2023	4/3/2023	7/10/2023	8/28/2023	9/25/2023	End	10/7/2022	1/1/2023	4/2/2023	7/9/2023	8/27/2023	9/24/2023	10/22/2023		4	12	16	23	8	4	4	Current	Plan Stage	Architect Stage	Configuration & Prototype	Testing	Payroll Parallel	Deploy	Post Production	Start	9/12/2022	10/10/2022	1/2/2023	4/24/2023	10/1/2023	11/27/2023	12/25/2023	End	10/7/2022	1/1/2023	4/23/2023	9/30/2023	11/26/2023	12/24/2023	1/21/2024	Change	0	0	3	9	1	0	0
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Pricing Matrix	<div>The following is the change in effort and cost estimate: Scope Option 2 + Timeline Extension Option High</div> <table><tr><th>Area</th><th>CO #04 Appendix</th><th>Cost</th></tr><tr><td>Scope Increase</td><td></td><td></td></tr><tr><td>1) HCM, PATT, Integrations, Reporting & Integrations (Option 2)</td><td>A</td><td>\$122,460</td></tr><tr><td>2) Timeline Extension (High)</td><td>B</td><td>\$329,760</td></tr><tr><td>3) Collaborative Investment</td><td></td><td>(-\$50,000)</td></tr><tr><td>Total for this Change Order (#04)</td><td></td><td>\$402,220</td></tr></table>							Area	CO #04 Appendix	Cost	Scope Increase			1) HCM, PATT, Integrations, Reporting & Integrations (Option 2)	A	\$122,460	2) Timeline Extension (High)	B	\$329,760	3) Collaborative Investment		(-\$50,000)	Total for this Change Order (#04)		\$402,220																																																						
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Payment Terms

The total amount of CO4 will be split amongst the milestone payment beginning on 1/1/2022 and ending on 8/27/2023. Payments for this change order will be made according to the milestone payment schedule below:

Fixed Fee and Invoicing				
Event	Invoice Date	Invoice Amount	CO4	Revised Amount (After CO4)
Plan Stage: Delivery of Plan Artifacts	10/7/2022	\$124,314	\$0	\$124,314
Architect Stage: Sign off	1/1/2023	\$251,529.75	\$0	\$251,529.75
Configure Stage: Delivery of End to End Tenant	4/23/2023	\$251,529.75	\$134,073.34	\$385,603.09
Test Stage: Completion of End to End Test	7/9/2023	\$251,529.75	\$134,073.34	\$385,603.09
Test Stage: Completion of Parallel Test	8/27/2023	\$251,529.75	\$134,073.32	\$385,603.09
Deploy Stage: Completion of Push to Production (Go Live)	9/24/2023	\$310,785	\$0	\$310,785
Post Production Support: Completion of Project	10/22/2023	\$62,157	\$0	\$62,157
Total Payments		\$ 1,503,375	\$402,220	\$1,905,595
Estimated Expenses		\$0		
Grand Total		\$ 1,503,375		\$1,905,595

Assumptions

- All Assumptions from the SOW dated 21 February 2022 apply to this Change Order

Authorization

City of San Mateo Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

Appendix A – HCM, Integrations and Reporting

Function	Functionality Scope	Quantity to Configure	Hours	Rate	Cost
HCM	Onboarding Documents	30	60	\$180	\$10,800
Core Compensation (Option 2)	Break out the earnings into several allowance plans with as many earnings	55+ new Allowance Plans	100	\$180	\$18,000
Payroll (Option 2)	25-30 new Earning Codes: 30hrs	30	30	\$180	\$5,400
Payroll	Removal of Pay History from Scope		-60	\$180	(\$10,800)
Reporting	23 custom reports and alert configurations (as noted with ‘*’) High Priority Reports: RPT016 – State Controllers' Report Data (16 hours) RPT018 – No Pay Time Entry (8 hours) RPT021 - Total Cost of Compensation (12 hours) RPT022 - Transparent California Reports (2 hours) RPT024 - Verification of Employment (20 hours) RPT038 - Payroll Accounting Distribution Detail (16 hours) RPT039 - Payroll Results Detail (4 hours) RPT048 – Library Hours Worked (24 hours) RPT054 – Position Vacancies (8 hours)	23 custom reports; 7 with alert configurations	252	\$180	\$45,360

	<p>RPT059 - Compensation Ranges and Salary Schedules (16 hours)</p> <p>Medium Priority Reports:</p> <p>RPT002 – Vaccine Tracking* (8 hours)</p> <p>RPT004 – Service Awards Program (6 hours)</p> <p>RPT005 – Work Authorization Expiration* (8 hours)</p> <p>RPT006 – Work Permit Expiration* (8 hours)</p> <p>RPT007 – DMV Frequent Driver Details (6 hours)</p> <p>RPT010 – DOT License and Medical Expiration* (8 hours)</p> <p>RPT019 - Multiple Worksite Report (8 hours)</p> <p>RPT023 - Workers Compensation Wages (16 hours)</p> <p>RPT045 - Performance Evaluation Due Dates* 16 hours)</p> <p>RPT052 - Per Diem Average Monthly Hours (12 hours)</p> <p>RPT061 - Acting Assignment Log (8 hours)</p> <p>RPT062 - AOCPS Reporting for PERS (16 hours)</p> <p>RPT066 - Expiring Fixed Term Contracts* (6 hours)</p>				
Benefits	<p>4 additional medical plans for City. Plans are not currently in use, but workers are eligible. Best practice is to configure all plans for which a worker is eligible:</p> <p>Anthem BCBS HMO Del Norte City</p> <p>Anthem BCBS HMO Del Norte City Special Rate</p> <p>Blue Shield EPO Access+ City</p> <p>Blue Shield EPO Access+ City Special Rate</p> <p>1 additional EAP plan to support the two different rates for City first responders vs. non-safety:</p> <p>Concern EAP City Non-Safety</p>	7 Benefit Plans	56	\$180	\$10,080

	2 additional RHSA plans to support a 'pool replacement' plan for some workers hired before 12/31/2016: Voya City 0% EE 0.5% ER Voya City 0% EE 0.6% ER				
Security	Addition of custom security groups to support workflow.	7 Security Groups	35	\$180	\$6,300
Integrations	2 IRS/ACA Connector Integrations	2 Integrations	25	\$180	\$4,500
	1 Boomerang integration to zero out Gross and Subject Wages related calculation on OASDI EE and ER deductions	1 Boomerang Integration	90	\$180	\$16,200
Recruiting	<p>SMC Fire External Questionnaire - 4 hours</p> <p>2 Custom Objects for Candidate Grid (Hiring Manager Review, Recruiter Review) - 0 hours (completed during CCS)</p> <p>2 New Documents (SMC Fire Live Scan, SMC Fire Reference Check Authorization) - 5 hours</p> <p>2 Additional Security groups to account for PD's ability to create job reqs and route candidates through job application flow: - Hiring Sergeant Role (Role based security group available for Sup Org) - 10 hours - Primary Hiring Sergeant Role (Role based security group available for Job Requisitions) - 10 hours</p>		29	\$180	\$5,220
Talent & Performance	<p>RPT-068 – Custom Performance Review Report with BIRT Layout, to remove employee comments from printed version</p> <p>Create 30 additional competencies</p>	1 Report 1 BIRT Layout	15 + 15 (30 Total)	\$180	\$5,400
Time Tracking	1 additional time entry template		10	\$150	\$1,500
Absence	3 new leave types, 3 time offs.		30	\$150	\$4,500

		<i>Total (Option 2)</i>	687		\$122,460
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Appendix B – Timeline Extension – High

Function	Scope	Hours	Rate	Amount
WD Integrations Associate	13 weeks timeline extension	13	\$180	\$2,340
WD HCM Core Lead	13 weeks timeline extension	86	\$180	\$15,480
MS	13 weeks timeline extension	52	\$180	\$9,360
WD HCM Functional Architect	13 weeks timeline extension	0	\$180	\$0
WD Reporting Lead	13 weeks timeline extension	26	\$180	\$4,680
WD Data Conversion Principal	13 weeks timeline extension	25	\$180	\$4,500
WD Integrations Lead	13 weeks timeline extension	39	\$180	\$7,020
WD Integrations Principal	13 weeks timeline extension	0	\$180	\$0
WD Payroll Lead	13 weeks timeline extension	347	\$180	\$62,460
WD Data Conversion Lead	13 weeks timeline extension	26	\$180	\$4,680
WD Benefits Lead	13 weeks timeline extension	102	\$180	\$18,360
WD Integrations Principal	13 weeks timeline extension	13	\$180	\$2,340
WD Recruiting Lead	13 weeks timeline extension	148	\$180	\$26,640
WD Talent Management Lead	13 weeks timeline extension	96	\$180	\$17,280
WD Data Conversion Associate	13 weeks timeline extension	25	\$180	\$4,500
WD Change Management Lead	13 weeks timeline extension	57	\$180	\$10,260
WD Absence Management Lead	13 weeks timeline extension	110	\$180	\$19,800
WD Time Tracking Lead	13 weeks timeline extension	142	\$180	\$25,560
WD Absence Management Associate	13 weeks timeline extension	178	\$180	\$32,040
WD Compensation Core Principal	13 weeks timeline extension	86	\$180	\$15,480
WD HCM Core Lead	13 weeks timeline extension	76	\$180	\$13,680
WD Engagement Manager	13 weeks timeline extension	87	\$180	\$15,660

WD Learning Lead	13 weeks timeline extension	98	\$180	\$17,640
	Total (High)	1,832		\$329,760

Cost Allocation		Total Cost of Change Order No. 4		402,220	
Entity / Fund	%		Amount	Basis	
SMC Fire	22.99%	\$	92,450.57	Full Service Equivalent (FSE)	
Remaining cost to be distributed to City operating funds:		\$	309,769.43		
Sewer Fund	19.21%	\$	59,516.54	Fund's proportional share of total 2022-23 adopted operating budget	
Construction Services Fund	5.44%	\$	16,851.02	Fund's proportional share of total 2022-23 adopted operating budget	
Remaining cost to come from Equipment Replacement Fund		\$	233,401.88		
Plus SMC Fire's share (that will be paid for by the ERF but reimbursed by SMC Fire)		\$	325,852.44		



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 7

Section Name: CONSENT CALENDAR

Account Number: 10-231:

File ID: 23-7233

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: Human Resources Department

MEETING DATE: March 06, 2023

SUBJECT:
E-Verify for Web Services Employers – Memorandum of Understanding

RECOMMENDATION:

Approve the Department of Homeland Security's E-Verify Memorandum of Understanding for Web Services Employers, and authorize the Human Resources Director to execute the agreement in substantially the form presented.

BACKGROUND:

New hires are required to complete a Department of Homeland Security (DHS) Employment of Eligibility Verification form (I-9) and submit to their employer on the first day of employment. The employer must complete Section 2 of the I-9 ("Employer or Authorized Representative Review and Verification") within 3 business days of the employee's first day of employment. This includes physically examining employee's proof of identity and employment authorization. Currently this step is done in paper form.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the I-9 form. This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

A Web Services Employer is an employer who verifies employment authorization for its newly hired employees using a Web Services interface.

The City is implementing Workday Human Capital Management (HCM), the Enterprise Resource Planning (ERP) system that will replace the current ERP system. Workday provides integration with E-Verify that will allow the new hire to complete the I-9 form electronically as well as for Human Resource staff to verify employee's proof of identity and employment authorization. In order to utilize E-Verify and its web services, the City must agree to the E-Verify MOU. Pursuant to City Policy IV.G.3 – Authorization to Execute Contracts and Agreements, City Council must approve the MOU because it is an intergovernmental agreement.

BUDGET IMPACT:

The Memorandum of Understanding does not impact the budget, as there is no cost to use E-Verify services. Workday HCM implementation costs are included in the fiscal year 2022-23 budget.

ENVIRONMENTAL DETERMINATION:

This item is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - E-Verify Memorandum of Understanding for Web Services Employers

STAFF CONTACT

Teresa Abrahamsohn, Director of Human Resources

tabrahamsohn@cityofsanmateo.org

650.522.7276



Company ID Number:

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number:

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two exceptions:



Company ID Number:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1) (B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.



Company ID Number:

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending



Company ID Number:

work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation



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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. [See 48 C.F.R. 52.222.54](#) for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.
 - a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires



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of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site www.E-Verify.gov and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect



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system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.
2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

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2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

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against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



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requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect



Company ID Number:

the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.
- C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.
- E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services Employer,



Company ID Number:

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	



Company ID Number:

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:



Company ID Number:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:



Company ID Number:

This list represents the first 20 Program Administrators listed for this company.



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 8

Section Name: CONSENT CALENDAR

Account Number: 10-514:

File ID: 23-7243

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: Police Department

MEETING DATE: March 06, 2023

SUBJECT:

Police Department Serological Expenses for Forensic DNA Testing of Evidence – Change Order

RECOMMENDATION:

Approve a change order to the San Mateo Police Department's purchase order with Serological Research Institute for an additional \$20,900 to cover the estimated remaining cost of service through June 2023 for forensic DNA testing of evidence for investigation purposes, bringing the total amount authorized for fiscal year 2022-23 to \$110,900.

BACKGROUND:

The San Mateo Police Department regularly submits evidence for laboratory analysis. The collection and testing of evidence is crucial to solving crime, identifying suspects, strengthening criminal cases, and prosecuting offenders. Routine, non-DNA evidence such as analysis of fingerprints, firearms or drug testing is typically sent to the San Mateo County Crime Lab for processing.

However, over the last year, there have been several high-profile homicide cases where processing of DNA forensic evidence with the utmost expediency was essential for both investigative as well as prosecutorial purposes. For these cases, evidence was sent to Serological Research Institute for processing. Serological is an accredited non-profit laboratory that offers biological testing services to law enforcement agencies. Their forensic DNA lab can expedite service to provide analysis results in as few as 48 hours.

This fiscal year to date, evidence analysis conducted by Serological has exceeded \$100,000 for a total of eight cases, which include homicides, attempted homicides, and gang shootings. Funding for evidence analysis is included in the Police Department's operating budget. The City Council is the approving authority for purchases that exceed \$100,000. Although the expansion of the purchase order requires City Council approval, the overall expenditures anticipated for evidence analysis are not anticipated to be significantly beyond the department's budget allocation for this area.

BUDGET IMPACT:

Funding for evidence analysis is included in the Police Department's operating budget. There are sufficient funds in the 2022-23 budget to fund this change order.

ENVIRONMENTAL DETERMINATION:

This action is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Change Order

STAFF CONTACT

Ed Barberini, Chief of Police
ebarberini@cityofsanmateo.org
(650) 522-7600

Dave Peruzzaro, Police Captain
dperuzzaro@cityofsanmateo.org
(650) 522-7684



PROJECT

P.O. 51-00657
Serological Research
Institute
(#028249)

CITY OF
SAN MATEO, CALIFORNIA

Contract Change Order No#1

Distribution: Purchasing Division,
Department File, Contractor.

To Purchasing

From POLICE

Date: 03/06/2023

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on your contract.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

DESCRIPTION OF WORK

Add additional \$20,900 to cover the estimated remaining cost of service through June 2023 for forensic DNA testing of evidence for investigative purposes.

Total cost of change not to exceed

STATEMENT OF ACCOUNT

Original Contract Price \$90,000
Previous Change Orders \$

Total to date

This Change Order \$20,900

Revised Contract Price \$110,900

Approved By: _____ - Ed Barberini – Chief

Approved By: _____ - Drew Corbett – City Manager

Department: Police

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor for the prices shown above.

By reason of this proposed change _____ days extension of time will be allowed.

Accepted, Date _____
Contractor

By _____

Title _____



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 9

Section Name: CONSENT CALENDAR

Account Number: 10-4661

File ID: 23-7263

TO: City Council
FROM: Drew Corbett, City Manager
PREPARED BY: Public Works Department
MEETING DATE: March 06, 2023

SUBJECT:

Congressionally Directed Spending Request For 19th Avenue/Fashion Island Boulevard Class IV Bikeway Project – Letters of Support

RECOMMENDATION:

Authorize the Mayor to sign letters of support on behalf of the City of San Mateo to Senator Dianne Feinstein, Senator Alex Padilla, and Representative Kevin Mullin for the San Mateo County Transportation Authority's request for congressionally directed spending for the 19th Avenue/Fashion Island Boulevard Class IV Bikeway Project.

BACKGROUND:

The San Mateo County Transportation Authority (TA) is seeking letters of support from the City in support of their request for congressionally directed spending for the 19th Avenue/Fashion Island Boulevard Class IV Bikeway project (Project). The Project is part of a joint effort between the City, TA, and SamTrans to design and construct multimodal improvements as part of the 101/92 Interchange Projects. The Project includes feasibility, design, and construction of Class IV separated bicycle lanes on 19th Avenue and Fashion Island Boulevard as identified in the City's 2020 Bicycle Master Plan, including intersection improvements, and is expected to connect directly to a proposed Mobility Hub at the existing Caltrans Park and Ride location.

The City and TA have jointly applied for and received grant funding from several programs to fund approximately \$6 million of the estimated \$8 million total cost for the bikeway project. The TA is submitting a congressionally directed spending request of \$2 million for the Project as part of the Fiscal Year 2024 appropriations process. If approved, these monies will close the funding gap to fully fund the Project through construction.

BUDGET IMPACT:

There is no fiscal impact associated with approving these letters of support.

ENVIRONMENTAL DETERMINATION:

Authorizing these letters of support is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Letter of Support - Senator Dianne Feinstein

Att 2 - Letter of Support - Senator Alex Padilla

Att 3 - Letter of Support - Representative Kevin Mullin

STAFF CONTACT

Sue-Ellen Atkinson, Principal Transportation Planner

seatkinson@cityofsanmateo.org

(650) 522-7288



CITY OF SAN MATEO
OFFICE OF THE MAYOR

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7000

March 6, 2023

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

Subject: LETTER OF SUPPORT FOR CONGRESSIONALLY DIRECTED SPENDING REQUEST FOR 19TH AVENUE/FASHION ISLAND BOULEVARD CLASS IV BIKEWAY PROJECT

Dear Senator Feinstein:

On behalf of the City of San Mateo City Council I write in support of the San Mateo County Transportation Authority's (TA) Congressionally Directing Spending Request of \$2 million for the 19th Avenue/Fashion Island Boulevard Complete Street Class IV Bikeway as part of the Fiscal Year 2024 appropriations process. The Bikeway is located along 19th Avenue and Fashion Island Boulevard between the City of San Mateo and City of Foster City in San Mateo County, California.

Your support will help complete the construction of a new mile long separated bikeway, connecting the Hayward Park Caltrain Station to residences and business centers in eastern San Mateo and Foster City that are currently separated by the US 101 Highway (US 101) and waterways. It will also provide access under the US 101 and State Route (SR) 92 Interchange (US 101/SR 92 Interchange), and improve pedestrian access at four intersections along the bikeway corridor.

The TA has partnered with the City of San Mateo as a co-sponsor to help deliver this project and bridge a significant transportation gap between the cities of San Mateo and Foster City. Currently, this high traffic corridor lacks safe and adequate facilities for bicycle, pedestrian, and transit users. Once completed, the new bikeway will provide access to a safe and affordable alternative mode of transportation through the US 101/SR 92 Interchange, which has long been a physical transportation barrier between the two cities. By improving the intersections at highway entrance/exit ramps, transit-dependent pedestrians and bicyclists in both cities will have safe and comfortable access to additional transit options.

According to the UC Berkeley Transportation Injury Mapping System, from January 2016 to December 2020 there were a total of 14 vehicle, two pedestrian-involved, and one bicycle-involved collisions along this corridor. The bikeway will implement proven safety measures including: physical separation between the bicycle lanes and the highway, reduced crossing distances and high visibility crosswalk striping for pedestrians, and traffic calming features to slow car traffic. These unique features will help children, families and seniors using the corridor safely reach their destinations. Scaled lighting will also be installed along the bikeway to help enhance the visibility of bicyclists and pedestrians using the corridor at night.

We applaud the TA's efforts to complete this transformative project and we hope you will prioritize it for funding as part of the Fiscal Year 2024 Department of Transportation, Housing and Urban Development Appropriations Bill.

Thank you for your time and consideration.

Sincerely,

Amourence Lee

Mayor



CITY OF SAN MATEO
OFFICE OF THE MAYOR

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7000

March 6, 2023

The Honorable Alex Padilla
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

Subject: LETTER OF SUPPORT FOR CONGRESSIONALLY DIRECTED SPENDING REQUEST FOR 19TH AVENUE/FASHION ISLAND BOULEVARD CLASS IV BIKEWAY PROJECT

Dear Senator Padilla:

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We applaud the TA's efforts to complete this transformative project and we hope you will prioritize it for funding as part of the Fiscal Year 2024 Department of Transportation, Housing and Urban Development Appropriations Bill.

Thank you for your time and consideration.

Sincerely,

Amourence Lee

Mayor



CITY OF SAN MATEO
OFFICE OF THE MAYOR

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7000

March 6, 2023

The Honorable Kevin Mullin
U.S. House of Representatives
1404 Longworth House Office Building
Washington, DC 20515

Subject: LETTER OF SUPPORT FOR CONGRESSIONALLY DIRECTED SPENDING REQUEST FOR 19TH AVENUE/FASHION ISLAND BOULEVARD CLASS IV BIKEWAY PROJECT

Dear Representative Mullin:

On behalf of the City of San Mateo City Council I write in support of the San Mateo County Transportation Authority's (TA) Congressionally Directing Spending Request of \$2 million for the 19th Avenue/Fashion Island Boulevard Complete Street Class IV Bikeway as part of the Fiscal Year 2024 appropriations process. The Bikeway is located along 19th Avenue and Fashion Island Boulevard between the City of San Mateo and City of Foster City in San Mateo County, California.

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We applaud the TA's efforts to complete this transformative project and we hope you will prioritize it for funding as part of the Fiscal Year 2024 Department of Transportation, Housing and Urban Development Appropriations Bill.

Thank you for your time and consideration.

Sincerely,

Amourence Lee

Mayor



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 10

Section Name: CONSENT CALENDAR

Account Number: 10-131:

File ID: 23-7264

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: City Manager's Office

MEETING DATE: March 06, 2023

SUBJECT:

Congressionally Directed Spending Projects/Community Funded Projects – Letters of Support

RECOMMENDATION:

Authorize letters of support signed by Mayor Lee to be submitted to Senator Feinstein, Senator Padilla, and Representative Mullin for Congressionally Directed Spending/Community Funded projects in San Mateo.

BACKGROUND:

California Senators Padilla and Feinstein recently opened the process for submitting requests for Congressionally Directed Spending (CDS) projects, with a due date for submissions of March 3, 2023 and March 13, 2023, respectively. Representative Mullin is also expected to open his process for Community Funded Projects (CFP) projects soon. Working with our federal affairs consultant Smith, Dawson, and Andrews, staff has selected the King Pool rehabilitation project to submit and is requesting \$1.5 million in funding. In total, this project is estimated to cost approximately \$6 million dollars, and the remaining amount will need to be funded by the City. This project will be included in the forthcoming five-year Capital Improvement Program.

BUDGET IMPACT:

There is no budgetary impact for submitting these letters of support.

ENVIRONMENTAL DETERMINATION:

This administrative action is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Letter of Support – Padilla
Att 2 – Letter of Support – Feinstein
Att 3 – Letter of Support – Mullin

STAFF CONTACT

Drew Corbett, City Manager
dcorbett@cityofsanmateo.org
(650) 522-7002



CITY OF SAN MATEO
MAYOR

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7522 ext. 6262

March 7, 2023

The Honorable Alex Padilla
U.S. Senate
112 Hart Senate Office Building
Washington, DC 20510

RE: SUPPORT: City of San Mateo CDS Request – Dr. Martin Luther King Jr. Community Center Rehabilitation

Senator Padilla:

On behalf of the San Mateo City Council and our more than 105,000 residents, we endorse and strongly support the City of San Mateo's CDS Request for \$1,500,000 to renovate and rehabilitate the Dr. Martin Luther King Jr. Community Center (King Center).

The King Center is in the historic North Central neighborhood of San Mateo. North Central is a densely populated, ethnically and racially diverse neighborhood that is home to the most underserved population in San Mateo. The Dr. Martin Luther King Jr. Community Center and Pool is a critical resource to this community for services and programming. The continued deterioration of both the Center and the King Pool threatens its ongoing viability. Its closure would put hundreds of children and young adults at risk of being denied a critical life skill – learning to swim.

Built in 1969, the Center has not had any significant renovations or upgrades since then. In addition to being out of compliance with the Americans with Disabilities Act, there currently are several issues that threaten the City's ability to continue to operate both the center and the pool.

These issues include cracking and lifting of the pool deck, damage to the pool shell, an out-of-code single circulation system for two bodies of water, and a water turnover rate 50% lower than current standards. Should the capital investment to modernize the pool and bring it up to code not be made, the pool is at risk of being inoperable. This would have a devastating impact on the community and would create a significant life-safety issue, as each year the King Pool through the seasonal aquatics program offers over 900 children and young adults the opportunity to learn to swim.

For all the aforementioned reasons, the San Mateo City Council supports the City of San Mateo's CDS request for \$1,500,000 to renovate and rehabilitate Dr. Martin Luther King Jr. Community Center.

Sincerely,

Amourence Lee
Mayor



CITY OF SAN MATEO
MAYOR

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7522 ext. 6262

March 7, 2023

The Honorable Dianne Feinstein
U.S. Senate
331 Hart Senate Office Building
Washington, DC 20510

RE: SUPPORT: City of San Mateo CDS Request – Dr. Martin Luther King Jr. Community Center Rehabilitation

Senator Feinstein:

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Built in 1969, the Center has not had any significant renovations or upgrades since then. In addition to being out of compliance with the Americans with Disabilities Act, there currently are several issues that threaten the City's ability to continue to operate both the center and the pool.

These issues include cracking and lifting of the pool deck, damage to the pool shell, an out-of-code single circulation system for two bodies of water, and a water turnover rate 50% lower than current standards. Should the capital investment to modernize the pool and bring it up to code not be made, the pool is at risk of being inoperable. This would have a devastating impact on the community and would create a significant life-safety issue, as each year the King Pool through the seasonal aquatics program offers over 900 children and young adults the opportunity to learn to swim.

For all the aforementioned reasons, the San Mateo City Council supports the City of San Mateo's CDS request for \$1,500,000 to renovate and rehabilitate Dr. Martin Luther King Jr. Community Center.

Thank you,

Amourence Lee, Mayor



CITY OF SAN MATEO
MAYOR

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7522 ext. 6262

March 7, 2023

The Honorable Kevin Mullin
House of Representatives
1404 Longworth House Office Building
Washington, DC 20515

RE: SUPPORT: City of San Mateo CPF Request – Dr. Martin Luther King Jr. Community Center Rehabilitation

Representative Mullin:

On behalf of the San Mateo City Council and the more than 105,000 residents in the City of San Mateo, we endorse and strongly support the City of San Mateo's Community Project Funding (CPF) Request for \$1,500,000 to renovate and rehabilitate the Dr. Martin Luther King Jr. Community Center (King Center).

The King Center is in the historic North Central neighborhood of San Mateo. North Central is a densely populated, ethnically and racially diverse neighborhood that is home to the most underserved population in San Mateo. The Dr. Martin Luther King Jr. Community Center and Pool is a critical resource to this community for services and programming. The continued deterioration of both the Center and the King Pool threatens its ongoing viability. Its closure would put hundreds of children and young adults at risk of being denied a critical life skill – learning to swim.

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For all the aforementioned reasons, the San Mateo City Council supports the City of San Mateo's CPF request for \$1,500,000 to renovate and rehabilitate Dr. Martin Luther King Jr. Community Center.

Thank you,

Amourence Lee, Mayor



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
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www.cityofsanmateo.org

Agenda Report

Agenda Number: 11

Section Name: OLD BUSINESS

Account Number: 25-3112

File ID: 23-7185

TO: City Council

FROM: Drew Corbett, City Manager

PREPARED BY: Community Development Department

MEETING DATE: March 06, 2023

SUBJECT:
General Plan Update – Land Use Heights and Densities and Measure Y

RECOMMENDATION:

Provide direction on: 1) The densities and heights that should be incorporated into the General Plan Update's Land Use Element; 2) How Measure Y should be incorporated into the General Plan Update; and 3) Additional land use and housing policy revisions that should be incorporated into the General Plan Update.

BACKGROUND:

General Plan Update

The City's comprehensive General Plan Update (GPU) began in fall 2018 with a series of visioning workshops and community meetings. In 2019 and 2020, the General Plan team held a series of community meetings and events to establish the ten General Plan study areas, which were selected based on their proximity to transit and/or were areas in transition (aging shopping centers or concentrations of underutilized buildings and sites). Subsequent community outreach and engagement was held to create a range of land use and circulation alternatives, confirm the draft alternatives, and select the preferred land use and circulation scenarios. In April 2022, the preferred land use and circulation scenarios were selected by the City Council, with the land use scenario subsequently confirmed in July 2022. Attachment 1 includes the Draft Citywide General Plan Land Use Map, and Attachment 2 shows the draft land uses for the Study Areas.

Following selection of preferred land use and circulation scenarios, the GPU's draft goals, policies and actions were published in July 2022, followed by community outreach and engagement (public meetings, workshops, and pop-up events, as well as an online survey) and public meetings with the General Plan Subcommittee (GPS) and Planning Commission in the summer and early fall. In October and November 2022, the City Council provided direction on the goals, policies and actions that would be incorporated into the Draft General Plan. Overarching direction on the GPU's goals, policies and actions included a focus on sustainability and resilience, planning for sufficient housing to meet current and future needs, supporting a multimodal transportation system, expanding parks, open space and recreational amenities, and enhancing community outreach and engagement. More information about the General Plan update process, including technical reports, community input and meeting materials and recordings, is available online at www.StriveSanMateo.org.

2023-2031 Housing Element

The City's Housing Element, which is a chapter in the General Plan, is required to be updated every eight years to fulfill the City's Regional Housing Needs Allocation (RHNA) and comply with State law. To meet the State's deadline for the 6th Housing Cycle (2023-2031), the City's Housing Element was prepared through a separate process, with City Council adoption on January 24, 2023. Throughout the development of the Housing Element and General Plan Update, there was close coordination between the two teams to ensure the Draft General Plan appropriately aligned with the policies and

programs in the Housing Element. However, because the General Plan’s draft land use map includes heights and densities that exceed the City’s voter approved growth limits (Measure Y) and will require voter approval before they could go into effect, the Housing Element’s housing sites inventory was prepared consistent with existing General Plan 2030 land use designations and densities, and with Measure Y. However, since over 90% of the Housing Element’s opportunity sites are within a Study Area, the housing production capacity of the sites inventory will significantly increase with adoption of the General Plan’s updated land use map.

DISCUSSION:

The General Plan Update is planning for a 20-year time period and should plan for sufficient growth to meet current and future needs (i.e. future RHNA cycles) within this two-decade horizon. Although the scale of future housing allocations is unknown, the City can rely upon regional growth projections, past allocations, and other forecasting tools to estimate likely future allocations. If the 7th Housing Cycle RHNA is in the same proportion to the existing number of homes as the 6th Cycle RHNA, it could call for 8,000+ new units, which means the City could be looking at a need of around 15,000 new housing units over the next 16 years. If this General Plan Update does not designate adequate residential sites to meet both current and future RHNAs, future Housing Element updates will need to include a process to identify and rezone additional sites to meet future RHNAs beyond those identified in the current Housing Element that was just adopted. This process would likely need to begin in or around 2029 and would essentially re-open consideration of potential land use changes citywide to increase the amount of land designated for residential development. By planning for sufficient housing capacity in the ten GPU study areas that are most suitable and appropriate for growth and change, the City will be well positioned to meet future housing requirements within its adopted General Plan without the need for future rezonings.

General Plan Land Use Designations

In order to finalize the draft land use map that will be a part of the General Plan, staff is seeking Council direction on the heights and densities associated with the updated land use designations. The land use designations identify the locations throughout the city where specific types of land uses may occur. The designations are meant to be broad enough to give the City flexibility, but also provide clear enough direction to achieve the vision of the General Plan. Staff recommends that the 2040 General Plan utilize land use designations that align with the Place Types Menu designations, which was shared with the community throughout the GPU’s alternatives process. The Place Types are similar to the existing General Plan Land Use designations, but utilize a slightly different and simplified naming convention, and propose different density ranges. In addition, the Place Types Menu introduced three new land use categories (i.e. Residential High, Mixed-Use High, and Office High) that would accommodate higher density and taller residential and non-residential structures than currently allowed in the General Plan or under Measure Y. It should also be noted that the high end of the density range for Residential Medium and Mixed-Use Medium in the Place Types Menu also exceeds current General Plan and Measure Y limits. For reference, the Place Types Menu is included as Attachment 3. Building off of the Place Types Menu, community input and earlier City Council Direction, the General Plan team has prepared an updated set of land use designations for the draft General Plan’s land use map. A matrix that lists the proposed land use designations and how they correlate to the existing General Plan Land Use designations in terms of name, description, height, and density is included as Attachment 4.

In urban infill areas like San Mateo, there is a direct relationship between the height of a building and the amount of open space that can be achieved through individual projects. If there is some flexibility in how tall a building can be, a project site can accommodate both the project density and floor area while allowing for open spaces such as plazas, pocket parks, and other public open space. However, lower height limits tend to result in less open space because applicants will want to, or need to, maximize the available floor area of the building in order to achieve an economically feasible project. Lower allowed heights will often mean that the building has to spread over more of the surface of the site. City staff developed the building height recommendations, in part, to help achieve the community’s priority of increasing parks and open space opportunities in the city as infill development continues.

The land use designations in the General Plan will establish allowable heights and densities throughout the City. The table below shows the proposed height and density ranges for each level of land use intensity. Specifically, staff is seeking City Council confirmation on the height ranges for the Low, Medium, and High designations to share with the community as

part of the Draft General Plan. These intensities are associated with Residential, Mixed-Use, and Office land use designations.

- **Very Low** – This land use designation aligns with the intensity of the existing General Plan’s Single-Family Residential designation, and the height range is proposed at 1 to 2 stories.
- **Low I** – This land use designation aligns with the intensity of the existing General Plan’s Low Density Multi-Family designation, and the height range is proposed at 1 to 3 stories.
- **Low II** – This land use designation aligns with the intensity of the existing General Plan’s Medium Density Multi-Family designation, and the height range is proposed at 2 to 4 stories.
- **Medium I** – This land use designation aligns with the intensity of the existing General Plan’s High Density Multi-Family designation, and the height range is proposed at 3 to 5 stories.
- **Medium II** – New land use designation with a density range of 51 to 99 units per acre, and a recommended height range of 4 to 6 stories. This height limit would allow for transitions between low and high density areas of the City.
- **High I** – New land use designation with a density range of 100 to 130 units per acre, and a recommended height range of 5 to 9 stories. This height limit would allow for transitions between medium and high density areas.
- **High II** – New land use designation with a density range of 100 to 200 units per acre, with a recommended height range of 6 to 10 stories. This land use designation is limited to areas in proximity to a Caltrain station, portions of the El Camino Real corridor and the Bridgepointe shopping center.

Through the General Plan Update outreach process, staff has heard from the community about the importance of introducing transitions between different levels of land use intensities. In response to this feedback, City staff recommends splitting the density of the Residential and Mixed-Use Medium and High designations into two categories each as shown in the table below. These designations would be applied to sites or blocks that are adjacent to lower densities to allow for a transition between each increasing density range. The densities at the lower end of the range would create more flexibility for height step-backs and open space or landscaped buffers as the height increases.

Land Use Intensity	Height Range	Density Range	Consistent with Measure Y?
Very Low	1 to 2 stories	1 to 9 units per acre	Yes
Low I	1 to 3 stories	10 to 19 units per acre	Yes
Low II	2 to 4 stories	20 to 35 units per acre	Yes
Medium I	3 to 5 stories	36 to 50 units per acre	Yes
Medium II	4 to 6 stories	51 to 99 units per acre	No
High I	5 to 8 stories	100 to 130 units per acre	No
High II	6 to 10 stories	100 to 200 units per acre	No

The land use designations with intensities that align with Very Low, Low I, Low II and Medium I are consistent with the height and density limits set by Measure Y. The land use designations with intensities that align with Medium II, High I and High II exceed height and density limits set by Measure Y and are only proposed within the ten Study Areas. It should also be noted that the Zoning Districts within each land use designation can set more specific height and density limits within the identified ranges.

Measure Y and the General Plan Update

Measure Y is a ballot measure that was passed by voters in November 2020. It retained existing height and density limits on new development that were originally adopted under Measure P and has a sunset date of 2030. Overall, the Measure Y height limit is set at up to 55 feet (five stories) and a density limit that allows up to 50 units per acre. The height limit allows for exceptions in certain locations and under certain circumstances, and State Density Bonus law allows projects to exceed both height and density limits when certain percentages of affordable units are provided. Measure Y also established floor area ratio (FAR) limits, with a maximum of up to 3.0.

The Draft General Plan would continue to apply the requirements set by Measure Y, until the measure sunsets or voters provide different direction, but in the Public Review Draft General Plan, Measure Y text would no longer be woven into individual land use designations. The provisions and limits specified by Measure Y would continue to be implemented pursuant to the following policy:

- **Voter Approved Growth Limits.** As required by law, for the duration that Measure Y is in effect, any inconsistency between the measure and other provisions of the General Plan’s Land Use Element shall default to the provisions specified in Measure Y.

General Plan Options to Address Measure Y

The General Plan covers a wide range of topics essential to San Mateo’s livability, including sustainability, climate change, parks and recreation, pedestrian and bicycle improvements, utilities and infrastructure, and disaster preparedness and recovery. The majority of the content in the General Plan is separate from, and not determined by, Measure Y.

Measure Y has a specific focus on heights and densities for the various land use designations in the current General Plan’s Land Use Element. Some of the land use designations in the Preferred Land Use Scenario approved by the City Council in April 2022, and confirmed in July 2022, include building heights and densities that exceed the limits set by Measure Y. Any components of the General Plan Update that are inconsistent with Measure Y will require voter approval before they can take effect.

In order for City Council to place a measure on the ballot for voters to consider changes to Measure Y to align it with the adopted General Plan, the City will need to certify the General Plan Environmental Impact Report (EIR), adopt the General Plan, and submit a resolution and ballot measure to the San Mateo County Assessor-County Clerk-Recorder before the relevant election deadline.

To better understand how the proposed land use designations align with Measure Y, a map that shows where the height limits would be exceeded, and by how much, is included as Attachment 5. The designations that exceed Measure Y limits include Residential Medium II, High I and High II, Mixed-Use Medium II, High I and High II, and Office High. These land use designations are only proposed within the Study Areas and are generally located in proximity to a Caltrain station, along the El Camino Real corridor and in the Bridgepointe shopping center area. To address the land use designations and policies in the Draft General Plan that exceed the limits set by Measure Y, staff is recommending that City Council pursue a ballot measure that would remove Measure Y growth limits within the ten Study Areas. This would allow for the full implementation of the adopted General Plan, since the Land Use Element would already be aligned with Measure Y for the portions of the City outside of the Study Areas.

In terms of timing, the target is to have a final version of the General Plan and final EIR ready for City Council adoption by the end of 2023 or, if necessary, beginning of 2024. This would allow for the City Council to review and adopt a resolution and ballot language in winter/spring of 2024 and place the measure on the ballot in November of 2024. Since there will be a period between General Plan adoption and a subsequent election to consider an updated ballot measure, or if the updated ballot measure is not successful, the “Voter Approved Growth Limits” policy outlined above would allow for all portions of the General Plan that are aligned with Measure Y to take effect. For the portions of the General Plan that conflict with Measure Y, this policy specifies that the General Plan will abide by all applicable provisions of the measure until it is updated by the voters or sunsets in 2030.

Additional General Plan Policy Direction

In addition to the discussion topics listed above, staff is seeking input from Council on if there are any other housing or development policies or programs/actions that should be addressed in the General Plan Update. During the Housing Element adoption hearing, there were comments from Council about interest in including a policy or program related to supporting fair wages and local labor/hiring standards. While this topic came up in relation to the Housing Element, policies of this nature appear best suited to go in the Land Use Element to ensure that they apply to all new development, and not just housing related projects. During the GPU public meetings last fall, Council provided staff with direction to include policies in the General Plan that supported fair wages and local hiring. Based on this direction, and Council’s more recent the input during Housing Element adoption, staff has added four draft policies and actions to the Land Use Element

for public consideration when the Draft General Plan is published this spring. These draft policies/actions read as follows:

- **(Policy) Apprenticeship Programs.** Encourage employers within San Mateo, especially building and construction companies, to evaluate implementing apprenticeship training programs that provide on-the-job training.
- **(Policy) Local Hiring and a Living Wage.** Encourage developers and contractors to evaluate hiring local labor and providing living wages within the City of San Mateo.
- **(Action) First Source Hiring.** Explore the feasibility of establishing a First Source Hiring Program that encourages developers and contractors to make best efforts to hire new employees, workers, and subcontractors that are based in San Mateo County.
- **(Action) Living Wage Incentives.** Maintain provisions in the Affordable Housing Commercial Linkage Fee that offer fee reductions to developers who voluntarily enter into Area Standard Wage Participation Agreements with the City.

If there are other policy or program revisions that the Council would like to see incorporated into the General Plan Update or the Housing Element, staff would like to hear that input. While the City's Housing Element has already been adopted by the City Council and submitted to the State Department of Housing and Community Development (HCD) for certification, this input would help guide revisions, if necessary, to achieve certification.

City Council Direction

Overall, the goal of this discussion item is to receive input and direction from the Council on the following three topics:

1. Confirm that the proposed height ranges associated with each land use designation are appropriate to include in the Public Review Draft General Plan.
2. Confirm direction on General Plan alignment with Measure Y and a future ballot initiative to update Measure Y.
3. Provide input, if desired, on other policies or programs/actions in the General Plan Update, including the Housing Element, that should be evaluated for potential updates or revisions.

NEXT STEPS:

Following this study session, the General Plan Team will incorporate the input and direction received into the Draft General Plan. Publication of the Draft General Plan is targeted for May 2023. The Draft General Plan will then be available for review and input from the community, the General Plan Subcommittee, the Planning Commission, and the City Council in late spring through fall 2023. No decisions are final until the City Council adopts the General Plan.

BUDGET IMPACT:

There are no direct budgetary impacts to taking this action.

ENVIRONMENTAL DETERMINATION:

In accordance with Public Resources Code section 21065, since this is a study session and the City Council is not taking any formal actions related to the General Plan Update, it is not a project subject to CEQA because it can be seen with certainty that this activity will not cause a physical change in the environment. Preparation of a Draft Environmental Impact Report (DEIR) for the General Plan Update is underway, with publication of the DEIR for public review anticipated in late spring of 2023. The DEIR will have a 45-day public comment period once it is published. A Final EIR will be prepared prior to any formal decisions on the updated General Plan.

PUBLIC COMMENTS:

All written comments that have been submitted on the General Plan Update are available online at www.strivesanmateo.org/documents/publiccomments. This link also includes all comments that have been submitted since the beginning of the GPU effort in September 2018.

NOTICE PROVIDED:

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Draft Citywide Land Use Map

Att 2 – Draft Land Uses by Study Area

Att 3 – Place Types Menu

Att 4 – Land Use Designation Matrix

Att 5 – Land Use and Measure Y Alignment Map

STAFF CONTACT

City of San Mateo

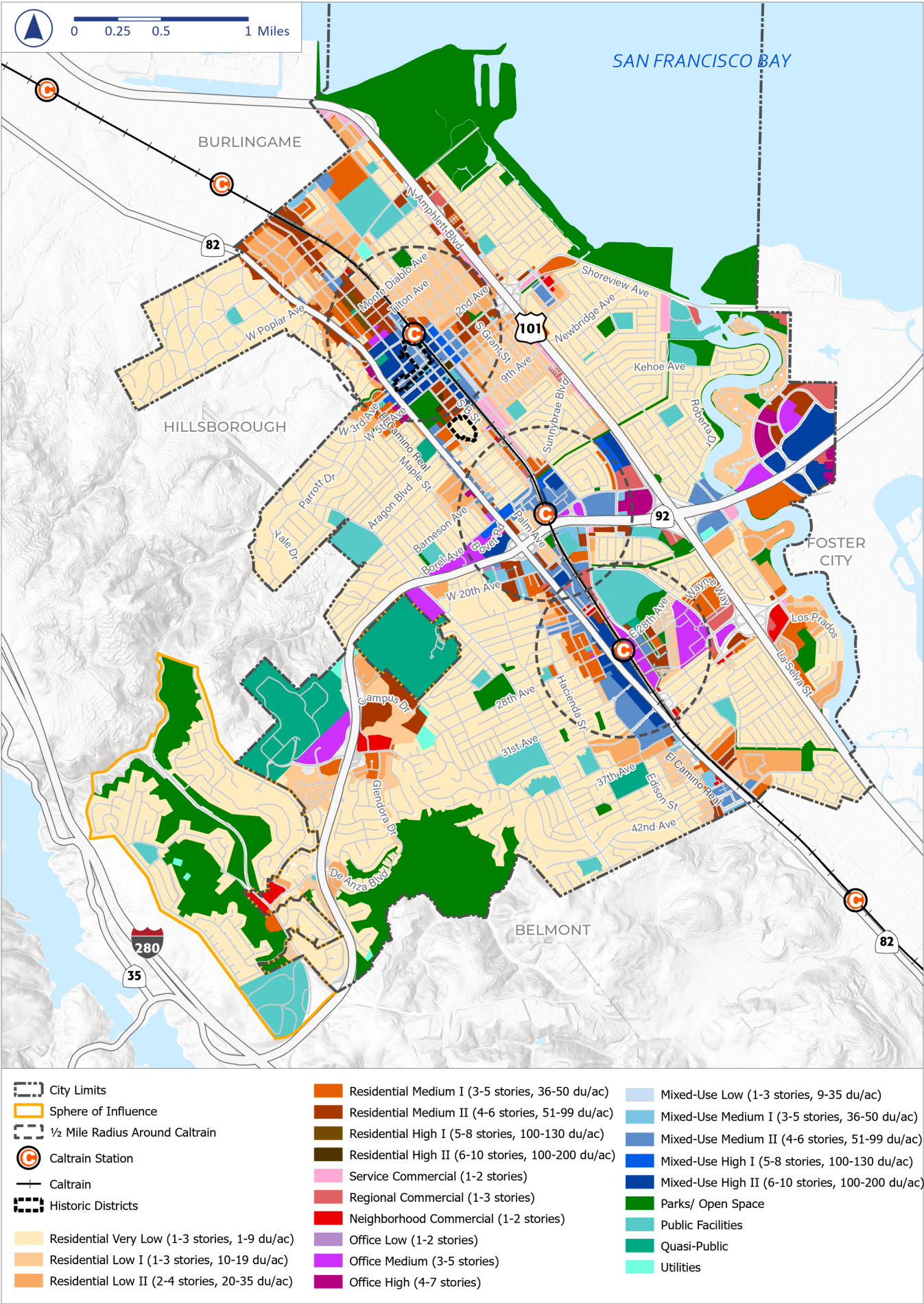
Zachary Dahl, AICP, Deputy Director

(650) 522-7207

generalplan@cityofsanmateo.org

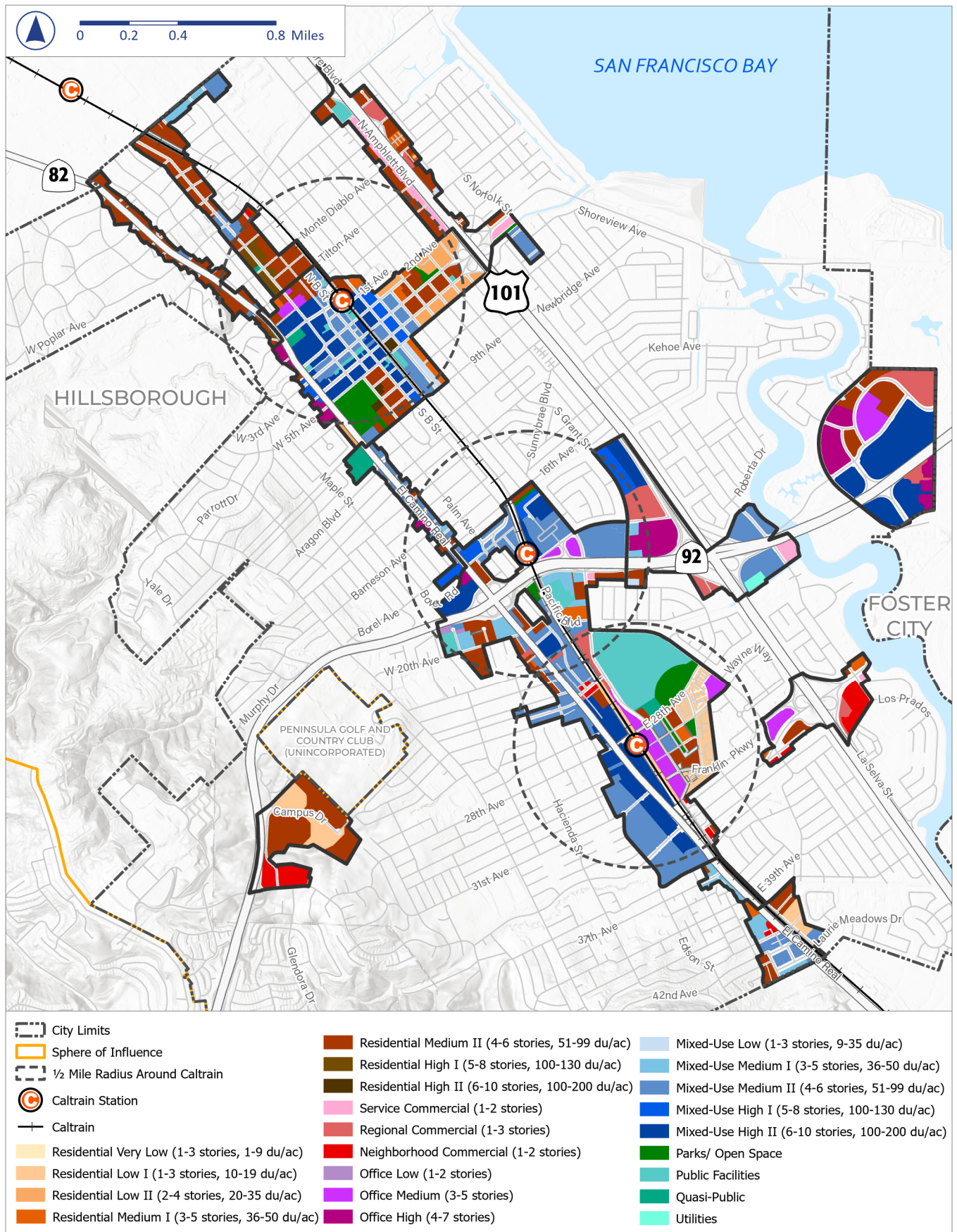
PlaceWorks

Joanna Jansen, AICP, LEED AP, Principal



Source: City of San Mateo, 2022; ESRI, 2022; PlaceWorks, 2023

Land Use Plan in Study Areas





Source: City of San Mateo; 2022, ESRI, 2022; PlaceWorks, 2023







PLACE TYPE MENU

The categories below present a “menu” of land use typologies that may be considered for development in San Mateo. These present a range of possible “Ideas” and not all typologies may be considered to be appropriate for San Mateo. The photographs are not intended to represent recommended architectural design styles, only their general scale and character.

REF	CATEGORY	PHOTO/ILLUSTRATION
RESIDENTIAL		
	Single Family – 1-2 story, detached homes including “in law” units (also known as ADU’s) – Up to 9 units per acre	 
	Residential Low – 1-3 story, attached homes including townhomes, duplexes, triplexes, and fourplexes – 9 to 39 units per acre	 
	Residential Medium – 4-7 story buildings including condominiums and apartments – 40 to 99 units per acre	 
	Residential High – 8+ story buildings including multi-story condominiums and apartments. – 100 to 200 units per acre	 

REF	CATEGORY	PHOTO/ILLUSTRATION
MIXED USE		
	Mixed-Use Low – 1-3 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. – 9 to 39 units per acre – 0.25 FAR retail – 1.0 FAR office	 
	Mixed-Use Medium – 4-7 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. – 40 to 99 units per acre – 0.25 FAR retail – 3.0 FAR office	 
	Mixed-Use High – 8+ story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. – 100 to 200 units per acre – 0.25 FAR retail – 5.0 FAR office	 



REF	CATEGORY	PHOTO/ILLUSTRATION
COMMERCIAL		
	Commercial Neighborhood – 1-2 story buildings with small shops, restaurants, salons, gyms, or shopping centers that serve the immediate neighborhood. – 1.0 FAR	 
	Commercial Service – 1-3 story buildings with businesses such as automotive repair, pet hospitals, or self-storage. – 1.0 FAR	 
	Commercial Regional – 3+ story buildings with large shopping centers such as Hillsdale Mall and Bridgepointe Shopping Center. – 1.0 to 2.5 FAR	 



REF	CATEGORY	PHOTO/ILLUSTRATION
OFFICE		
	Office Low – 1-3 story buildings with medical or professional offices. – 1.0 FAR	 
	Office Medium – 4-7 story buildings with medical or professional offices. – 3.0 FAR	 
	Office High – 8+ story buildings with medical or professional offices. – 5.0 FAR	 
INDUSTRIAL		
	Traditional Light Industrial – 1-2 story buildings with light manufacturing, warehousing, and distribution facilities. – 1.0 FAR	 
	Research and Development – 3+ story buildings with professional office uses and manufacturing, laboratories, makers' spaces, and assembly processes to support the development of new products. – 1.0 to 2.0 FAR	 

REF	CATEGORY	PHOTO/ILLUSTRATION
PARKS AND OPEN SPACE		
	Parklet – small park or gathering space.	
	Community Park – a larger park of 1 to several acres that includes recreational or community amenities	
	Privately-Owned Public Open Space - publicly accessible but privately maintained plazas and courtyards integrated within private development.	
	Civic Gathering Space – a plaza, amphitheater, or town square that can accommodate community events	



Land Use Designation Matrix

Proposed 2040 General Plan Land Use Designations		Existing General Plan Land Use Designations	
<i>Designation</i>	<i>Description</i>	<i>Designation</i>	<i>Description</i>
Residential Very Low	1-2 story detached single-family homes, duplexes, and ADUs; Up to 9 du/ac	Single-Family Residential	1-2 story, detached homes including ADUs; Up to 9 du/ac
Residential Low I	1-3 story townhomes, duplexes, triplexes, fourplexes, condominiums, and apartments; 10 to 19 du/ac	Low Density Multi-Family Residential	1-2 story, attached units such as duplexes and townhouses; 9 to 17 du/ac
Residential Low II	2-4 story townhomes, duplexes, triplexes, and fourplexes, condominiums, and apartments; 20 to 35 du/ac	Medium Density Multi-Family Residential	2-4 story buildings including condominiums and apartments; 18 to 35 du/ac
Residential Medium I	3-5 story multi-family buildings, including townhomes, condominiums, and apartments; 36 to 50 du/ac	High Density Multi-Family Residential	3-5 story buildings including condominiums and apartments; 36 to 50 du/ac
Residential Medium II	4-6 story multi-family condominium and apartment buildings; 51 to 99 du/ac	N/A	N/A
Residential High I	5-8 story multi-family condominium and apartment buildings; 100 to 130 du/ac	N/A	N/A
Residential High II	6-10 story multi-family condominium and apartment buildings; 100 to 200 du/ac	N/A	N/A
Mixed-Use Low	1-3 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. 10 to 35 du/ac; 0.25 FAR retail/commercial and 1.5 FAR office/residential	Mixed-Use Incentive	A mix of commercial, office, and housing; 1.0 to 3.0 FAR, 25 to 55 ft. Some areas in the Downtown allow up to 75 ft
Mixed-Use Medium I Density	3-5 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. 36 to 50 du/ac; 0.25 FAR retail/commercial and 3.0 FAR office/residential	Mixed-Use Incentive	A mix of commercial, office, and housing. 1.0 to 3.0 FAR, 25 to 55 ft.

Land Use Designation Matrix

Proposed 2040 General Plan Land Use Designations		Existing General Plan Land Use Designations	
<i>Designation</i>	<i>Description</i>	<i>Designation</i>	<i>Description</i>
Mixed-Use Medium II	4-6 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. 51 to 99 du/ac; 0.25 FAR retail/commercial and 4.0 FAR office/residential	Mixed-Use Incentive	A mix of commercial, office, and housing. 1.0 to 3.0 FAR, 25 to 55 ft. Some areas in the Downtown allow up to 75 ft
Mixed-Use High I	5-8 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. 100 to 130 du/ac; 0.25 FAR retail/commercial and 4.5 FAR office/residential	N/A	N/A
Mixed-Use High II	6-10 story buildings with a mix of commercial, office, and/or residential integrated within the same site or the same building. 100 to 200 du/ac; 0.25 FAR retail/commercial and 5.0 FAR office/residential	N/A	N/A
Neighborhood Commercial	1-2 story buildings with small shops, restaurants, salons, gyms, or shopping centers that serve the immediate neighborhood; residential uses are also allowed; 1.0 FAR	Neighborhood Commercial	25 to 45 ft buildings with commercial uses such as supermarkets, bakeries, drugstores, restaurants, delicatessens, barber shops, hair salons, laundromats, hardware stores, dry cleaners, small offices and other personal services. 0.5 to 1.0 FAR
Service Commercial	1-2 story buildings with businesses such as automotive repair, pet hospitals, self-storage, light manufacturing, warehousing, and/or distribution facilities. 1.0 FAR	Service Commercial	Up to 35 ft buildings that include uses such as automobile and truck repair, building material yards and animal hospitals. 1.0 FAR
		Manufacturing/Industrial	25 to 90 ft buildings that include light manufacturing,

Land Use Designation Matrix

Proposed 2040 General Plan Land Use Designations		Existing General Plan Land Use Designations	
<i>Designation</i>	<i>Description</i>	<i>Designation</i>	<i>Description</i>
			warehousing and distribution facilities. FAR 1.0
Regional Commercial	1-3 story buildings with large shopping centers that attract customers from beyond San Mateo; hotels self-storage facilities, office and residential uses are also allowed; 1.0 to 2.5 FAR	Regional/Community Commercial	25 to 55 ft tall shopping centers that may include department stores, banks, furniture stores, auto dealerships, appliance stores, toy stores, hotels, self-storage, and offices. 1.0 to 2.5 FAR
Office Low	1-2 story buildings with medical or professional offices; research and development can be allowed, depending on context and other factors; 1.0 FAR	Executive Office	35 to 55 ft office buildings. Accessory uses permitted include restaurants, personal services, travel agencies, printing, ticket outlets, clubs, and recreation facilities. 0.62 to 1.0 FAR
Office Medium	3-5 story buildings with medical or professional offices; research and development can be allowed, depending on context and other factors; 3.0 FAR	Executive Office	35 to 55 ft office buildings. Accessory uses permitted include restaurants, personal services, travel agencies, printing, ticket outlets, clubs, and recreation facilities. 0.62 to 1.0 FAR
Office High	4-7 story buildings with medical, professional, or research and development offices. 5.0 FAR	N/A	N/A
Public Facilities	Facilities owned and/or operated by the City, other government agencies, and/or the public school districts	Public Facility	Facilities owned and/or operated by the City, other government agencies, and/or the public school districts
		Major Institution/Special Facility	Private and public institutional, educational, recreational, and community service uses
Quasi Public	Facilities owned and/or operated by quasi-public agencies and organizations, such as schools and faith-		N/A

Land Use Designation Matrix

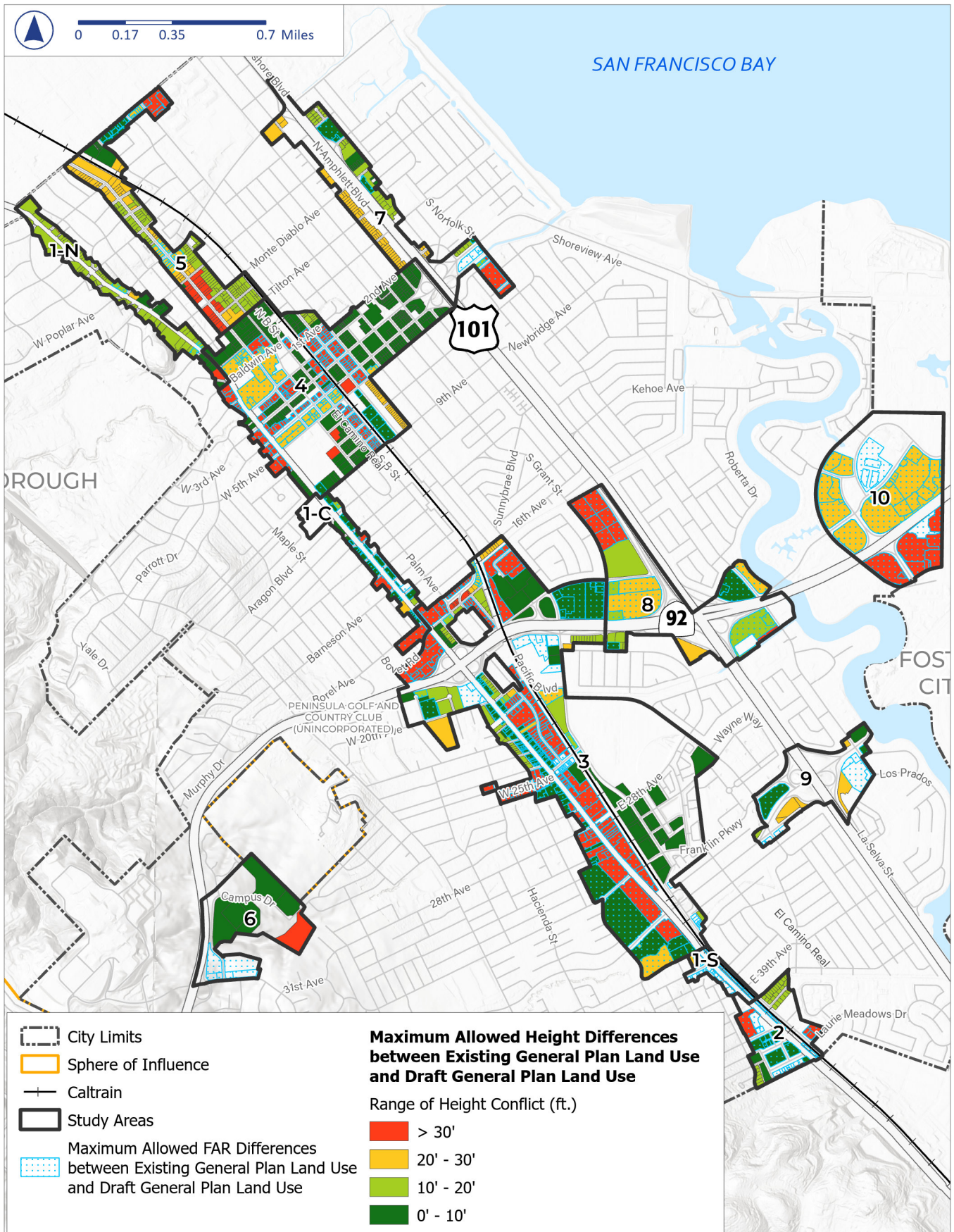
Proposed 2040 General Plan Land Use Designations		Existing General Plan Land Use Designations	
<i>Designation</i>	<i>Description</i>	<i>Designation</i>	<i>Description</i>
	based organization facilities. Examples of these facilities include St. Matthew Catholic Church and the Nueva School.		
Parks/Open Space	Public parks and City-owned conservation lands and private open space or recreation facilities	Parks/Open Space	Public parks and City-owned conservation lands and private open space or recreation facilities
Utilities	Public utilities such as electricity, gas, water, and communications	Utilities	Public utilities such as electricity, gas, water, and communications

There are three existing General Plan land use designations that are covered by multiple Proposed 2040 General Plan Land Use designations:

- **Downtown Retail Core.** This designation occurs in the Downtown area and is replaced with multiple Proposed 2040 General Plan Land Use designations: Mixed-Use Medium II, Mixed-Use High II, Public Facilities, or Quasi-Public.
- **Downtown Retail Core Support** – This designation occurs in the Downtown area and is replaced with multiple Proposed 2040 General Plan Land Use designations: Residential High II, Mixed-Use Medium II, Mixed-Use High I, Mixed-Use High II, or Public Facilities.
- **Transit-Oriented Development** – This designation primarily occurs around the Hayward Park and Hillsdale Caltrain stations and is replaced with multiple Proposed 2040 General Plan Land Use designations: Residential Low I, Residential Medium I, Residential Medium II, Mixed-Use Medium I, Mixed-Use Medium II, Mixed-Use High I, Mixed-Use High II, Office Medium, Public Facilities, Quasi-Public, or Parks/Open Space.

In addition, the Transportation Corridor designation under the existing General Plan was retired. This designation applied to the transportation right-of-way and was found to be unnecessary.

Measure Y- Height and Density Conflicts



Source: City of San Mateo; 2022, ESRI, 2022; PlaceWorks, 2023

THE FOLLOWING PUBLIC
COMMENTS WERE SUBMITTED
FOLLOWING THE PUBLICATION
OF THE AGENDA PACKET

From: Doug D'Anna [REDACTED]
Sent: Friday, March 3, 2023 5:29 AM
To: Patrice Olds <polds@cityofsanmateo.org>; Paul Council <council@cityofsanmateo.org>
Subject: KEEP Measure Y in Place

To whom it may concern:

I am writing to express my strong opposition to any attempts to remove or modify the height limits enshrined in Measure Y.

While some may argue that its height limits limit new housing, it is important to note that City staff confirmed that the voter-approved measure meets state-mandated housing needs.

As a result, there is no reasonable justification for allowing taller buildings when the voter-approved measure meets state-mandated housing needs.

REMEMBER: San Mateans have voted three times in 30 years to keep height limits the way they are, and it is your job to respect that vote.

For these reasons, I urge you to reject any attempts to modify or remove the height limits in Measure Y.

Sincerely,

Doug D'Anna
36-year resident

From: ROB GIBSON [REDACTED]
Sent: Friday, March 3, 2023 11:40 AM
To: Paul Council <council@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>
Subject: up, up and away

Dear members of the San Mateo city council,

It really can't get more obvious than this. In today's Daily Journal (3/3/2023) David Bohannon is quoted as saying, "We think for a site like Hillsdale, Measure Y is not a good thing, and we are engaging with the public trying to have conversations about the benefits of height and density."

It is plain to all that because of his own greed he is trying to negate the will of the voters and dismantle measure Y. There has been plenty of 'engagement' in regard to heights and density and the the people voted their wishes. Mr. Bohannon doesn't like the result. If he is allowed special treatment others will soon follow.

So now the cat is out of the bag and the council will have to make their bias public. Are you going to stand with democracy or with developers?

Rob Gibson
[REDACTED]

From: [REDACTED]
Sent: Friday, March 3, 2023 8:39 AM
To: Paul Council <council@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: re: March 6 City Council General Plan Update

To Whom It May Concern,

I am writing to support the present height limits on development in San Mateo. Our city staff has met state requirements to identify development possibilities in San Mateo that will meet state RHNA requirements without having to override voters' will. Clearly, under present rules we can build housing up to seven stories, as in Kiku Crossing, in San Mateo. I would urge the Council to leave height limits in tact until we have a better sense of the long-term effects of the pandemic and changes to the local workforce.

I urge the Council to maintain focus on building AFFORDABLE housing and to push developers to meet and surpass the present minimum of 10% of new units priced as affordable. We do not need more housing – we need more affordable housing. And why not turn empty commercial buildings into housing? That would be a sustainable remedy that doesn't require large amounts of energy/materials.

As various threads on Nextdoor indicate, many of us are unhappy with losing the charm and character of San Mateo. It is what makes this city an attractive place to live.

Thank you,

Dennis Keane
[REDACTED]

From: Mia Maddalena [REDACTED]
Sent: Friday, March 3, 2023 9:14 AM
To: Paul Council <council@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>
Subject: Big buildings everywhere!

I understand the need for more housing I really do. But it's not more office space we need now that so many businesses have their employees working from home! What is the need for more office space? There are thousands of vacant buildings and plenty of room for more small businesses downtown but why the large tall corporate buildings?

Corporate buildings need to be built near the airport or out where people don't want to live, we want our single family homes to be near a thriving downtown area. That isn't a megalopolis. That's why I moved out of SF. I didn't want to look out my window only to see another giant building right there. Stop the hi-rise building downtown. Keep it quaint and safe. I miss trags!

Mia Maddalena

From: Thomas Morgan <[REDACTED]>
Sent: Friday, March 3, 2023 9:35 AM
To: Patrice Olds <polds@cityofsanmateo.org>; City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: Item 11 GP Measure Y

Dear Council

I am writing to request that the Council not act on its own to repeal any portions of Measure Y. I think the request is coming for the proposed redevelopment of Hillsdale Mall. In my opinion, the mall owner should work with the community and place create a ballot measure for the properties they are looking to redevelop, and not seek to focus on repealing Measure Y.

If something in Measure Y should need to change there should be public out reach a measure be craft and the voters should vote on the measure.

I can think of two large redevelopments the Sandhill project at Vallco Mall (had a ballot measure which lost, probably because they did not listen to the community) and the Lucas Studios proposals in Lucas Valley (Marin County) both resulted in a larger affordable housing component than required. The part of Measure Y I appreciate most is the affordable housing component. The market left to itself would choose not produce any affordable housing

Mayor Lee has said on numerous occasions that we need to extract community benefits from the development and business community. Without Measure Y I struggle to see how the city is in a position do request community benefits. I think they will be in a worse place to demand community benefit. In addition, I think it would negate the efforts of AB1763 which provides up to two additional stories of height for affordable housing.

I quickly glanced at the staff report. I have a couple of issues.

First, the wording mentions state and density bonuses, but the table (see below) does not include the impact of the impact of State and other density bonuses. If included I think Medium II and High I could potentially change.

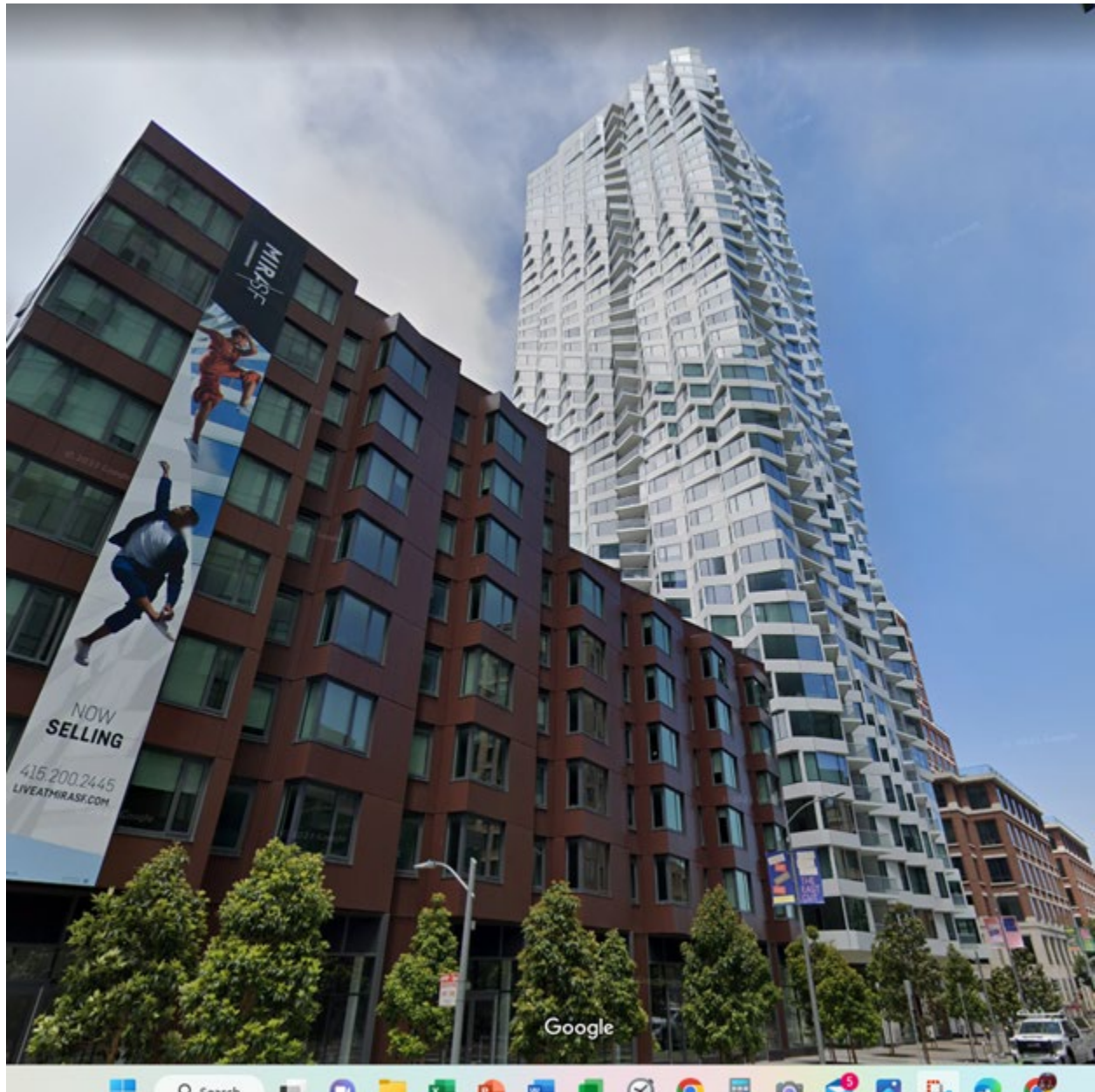
Land Use Intensity	Height Range	Density Range	Consistent with Measure Y?
Very Low	1 to 2 stories	1 to 9 units per acre	Yes
Low I	1 to 3 stories	10 to 19 units per acre	Yes
Low II	2 to 4 stories	20 to 35 units per acre	Yes
Medium I	3 to 5 stories	36 to 50 units per acre	Yes
Medium II	4 to 6 stories	51 to 99 units per acre	No
High I	5 to 8 stories	100 to 130 units per acre	No
High II	6 to 10 stories	100 to 200 units per acre	No

Second, there should be an additional map to show Measure Y with the state and density bonuses.

The report is too narrowly focused on Measure Y itself and do not consider other policies that supersede Measure Y. Which do allow for more height and density, and therefore do not portray a fair or accurate picture.

Further there is no mention of the possibility of going to 75 feet with community benefit.

I am including a snippet of a recent development in San Francisco. What appears to be the trend is a tower with a shorter building as the affordable component. My Concern is the affordable components will stay at 5-7 stories (this is what pencils out) and the market rate will see all the benefit of increase in height. Affordable housing now is around 15% of a project I see this going down to 10% and community benefit will completely go away and/or only be accessible to the occupants of the building.



Thank you,

Thomas Morgan

From: Storman Norman <[REDACTED]>
Sent: Friday, March 3, 2023 11:02 AM
To: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

If this reaches you another copy was sent to council@cityofsanmateo.org . For some reason it wouldn't send a copy to you so I sent it this way.

To my Representatives,

I hope you are all having a good day. I know I am because I live where I was born in San Mateo county where living is at its best.

Measure Y exists due to the voting voice of the people of myself and many other San Mateo voters so I don't appreciate your continued effort to fewart our votes. We have voted 3 times in the last 30 years to keep height limits the way they are. Why? Because this is what helps to keep San Mateo a great place to live. I stand by the truth that as part of the General Plan, Measure Y continues to allow substantial office, commercial and residential development while maintaining the community character and quality of life we all enjoy.

Let the will of the people prevail. There is no true reason to remove Measure Y. That is unless you are one of our many politicians who (Shall we say) stand to become wealthy if these heights are raised and who's campaigns receive large donations from the very people who will profit from their decisions. Don't think we all have our heads in the sand. Look at what has already taken place in San Mateo. It makes me ill.

Thank You,
Mark Norman,
[REDACTED]

From: Judith Paton <[REDACTED]>
Sent: Friday, March 3, 2023 8:37 AM
To: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

Please retain Measure Y, which most of us voted for, and which helps maintain the attractive quality of San Mateo. We have the space to build more affordable housing at the present height limits if we insist that investor/builders build it, rather than yet more office space and high-end apartments. Currently we are leaning towards letting developers convince us that they can't afford to build affordable units. But if that talk we offer, they will figure out a way to accommodate.

Thank you
Judith Paton
[REDACTED]

Sent from my iPhone

From: Ivana Sebastian [REDACTED]
Sent: Friday, March 3, 2023 11:51 AM
To: Paul Council <council@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Regarding Measure Y - let's keep it!

Hello,

I'd like to have our comments entered into City Council meeting notes.

This is to state the feeling of thousands of residents, and our own, * keep Measure Y.

Regarding new housing, City staff has reached and exceeded housing goals all the while Measure Y existed.

Evidence that we don't need to plan for more housing, in the next 7 years, is seen throughout our city: buildings meant for commercial purposes sit vacant, the existing new housing has large vacancies, let's take a look at this again in a few years, to see what it looks like before proposing housing plans that affect all.

As it stands with Measure Y, it continues to allow plenty of office, commercial and housing development while keeping the community characteristics, and quality of life peaceful and something we can enjoy with our families. I strongly urge that the voices of the residents be heard, there is NO true reason to remove Measure Y.

Keep Measure Y

Kind Regards,

Ivana E Sebastian

Javier Sebastian

Sara Sebastian

From: Connie Weiss <[REDACTED]>
Sent: Friday, March 3, 2023 9:53 AM
To: Amourance Lee <alee@cityofsanmateo.org>; Lisa Diaz Nash <ldiaznash@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>; Rob Newsom <rnewsom@cityofsanmateo.org>; Adam Loraine <aloraine@cityofsanmateo.org>; Richard Hedges <rhedges@cityofsanmateo.org>
Subject: March 6, 2023, Agenda Item 11: Measure Y

Hello City Council,

Measure Y has been under attack since it's passing, and for Agenda Item 11 for the March 6, 2023, meeting, it only seems fair to start with a clean slate and have a balanced discussion around how Measure Y does not impede what is needed for San Mateo in future housing plans, specifically:

HOUSING ELEMENT 2023: City staff have reached/exceeded their housing goals with Measure Y intact.

HOUSING ELEMENT 2030: Covid has changed our landscape completely. Commercial buildings sit empty. We have new housing that sits empty. Let's reexamine this later.

COMPROMISE TO ADD HEIGHTS (MAYBE 8 TO 12 STORY BUILDINGS): Pick up any paper and read articles about new housing, even in San Francisco, being 5 to 7 stories. Council is aware that 5 story buildings here in San Mateo have an easy option for developers to make them 7 stories overnight, like Kiku Crossing.

WE NEED MORE AFFORDABLE HOUSING: Measure Y required at least 10% affordable housing before it was the thing to do. Council has recently made increases, but if there is ever an attempt to reduce the percentage, Y controls mean San Mateo could not go below 10% for affordability. And it has become evident we will never just build our way to affordability in this region.

Why are we really talking about Measure Y?

Let's talk about Bohannon developers and Hillsdale Mall. Just after Measure Y passed, Bohannon attended a meeting hosted by the HLC (Housing Leadership Council), along with (then) Councilmember Lee, San Francisco Senator Scott Wiener, and (then) councilmembers Bonilla and Goethals. It was a coalition of those working against Measure Y to figure out a way around the voters' decision.

Some Important quotes below (and pay particular attention to what Bonilla said):

Bohannon said, "We must continue the great work that brought us to the cusp of victory defeating Measure Y."

To which (then) Councilmember Lee said, "We will measure ourselves by the moments of joy and connection to our coalition...that is what is going to take us forward...I'm in this with you - the fight is not over."

(then) Councilmember Bonilla applauded the coalition's accomplishments and said, "That doesn't mean we don't have more to do...thanks for helping Amo get elected...That is going to help a LOT...We need now to turn our attention to organizing for the General Plan....So, we need to turn out activists and commenters - people need to speak at meetings and write letters..."

Senator Wiener said, "We are making progress...We honestly need more action at the state level. These kinds of things [local controls like Measure Y] shouldn't exist."

Then Wiener inserted himself into OUR city doings, creating a bill to specifically allow our Council to set aside the likes of Measure Y with a 4/5 vote. We find this route around democracy to be despicable.

Mayor Lee, your immersion in the fight against Measure Y, including your work for the counter measure, Measure R, coupled with your comment, "I'm in this with you, the fight is not over" at this HLC meeting should fully keep you from discussing or voting on anything that has to do with Measure Y. The right and honorable thing to do is recuse yourself.

The truth is that as part of the General Plan, Measure Y continues to allow substantial office, commercial and residential development while maintaining the community character and quality of life we all enjoy. Let the will of the people prevail. There is no true reason to remove Measure Y.

Thank you,

Connie Weiss
San Mateo Resident

From: Nancy Weller <[REDACTED]>
Sent: Friday, March 3, 2023 10:40 AM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Support Measure Y

As I drive around my beloved San Mateo, I see high density building sprouting up throughout the city, yet there are “for lease” and “for rent” signs everywhere, including in newly constructed, completed buildings. Covid-19 has changed the landscape of urban communities, and wise city planners and officials need to readjust future forecasting. Measure Y has been supported through 3 election cycles— residents have spoken they want to avoid the tall building big city density look, the wind tunnels created by such structures, the parking, infrastructure and traffic problems exacerbated by a characterless “urban jungle.” And, unoccupied buildings create hollow, blighted urban landscapes.

Measure Y addresses San Mateans desire to NOT look like Redwood City, Millbrae, the San Carlos corridor. Measure Y insures at least 10% affordable housing in future developments. We have met housing goals with Measure Y still intact. There is no need to override the will of the people at this time. Seven years from now, the needs of San Mateo will be reexamined. There has been an unpredicted earthquake of change in the past 3 years. Seven years from now, there may well have been another— Measure Y insures San Mateo will maintain the type of community atmosphere its citizens have repeatedly supported.

I am counting on the City Council to support Measure Y and its height limits.

Sincerely,
Nancy Weller

From: Bill Williams [REDACTED]

Sent: Friday, March 3, 2023 11:40 AM

To: Paul Council <council@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>

Subject: Hillsdale Mall Height and Density

Does the city of San Mateo belong to residents or to Bohannon? Construction on any scale is a disruption to the surrounding community. The tall structures desired by Bohannon may take the entire seven year housing cycle to complete. I see many vacant rental properties in San Mateo. Do we really need more vacant buildings in San Mateo when our energy, water, and transportation infrastructures are already inadequate? The population of California is declining along with the birth rate. Don't sell out our city.

x Bill Williams, San Mateo

From: Stephen & Susan Bell [REDACTED]
Sent: Friday, March 3, 2023 3:18 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: Keep Measure Y

Height limits in San Mateo are the will of the people, as ascertained by the passage of Measure Y. Humongous office spaces are dominating our downtown area, but offices are becoming things of the past, as most workers are currently working from home — this has become the new work model, and these buildings will stand empty for years to come.

Do not turn San Mateo into Manhattan West. Respect Measure Y!

— Susan and Stephen Bell

From: Michelle Byron [REDACTED]
Sent: Thursday, March 2, 2023 6:43 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Maintain Measure Y

Measure Y's reasonable height limits have resulted in reaching and even exceeding city housing goals. Please respect the voters, and do not infringe upon Measure Y.

Thank you,
Michelle Byron
District 5

From: Devra Harris [REDACTED]
Sent: Friday, March 3, 2023 1:29 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: 3/6/23 Mtg.

Dear Councilmembers,

I've heard a lot of talk from fellow San Mateo residents that some of you on the Council plan on undermining Measure Y, by setting it aside in regards to the General Plan. We all had a chance at the ballot box to choose what we wanted for the future of San Mateo AND voters approved Measure Y. For shame, that you'd even consider using your Council seat to favor your own agenda! Just WHO are you representing???

I hope what I've heard are falsehoods, if not, it would be despicable if you don't protect Measure Y!!! Honor the outcome of the ballot box and protect Measure Y!!!

Regards,
Devra Harris
San Mateo resident

Cc: Patrice Olds

From: [REDACTED]
Sent: Friday, March 3, 2023 2:27 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: General Plan

Mayor and Councilmembers:

In your consideration of the proposed height and density ranges for the Public Review Draft General Plan I have the following questions and comments:

1. The staff report does not explicitly say the future RHNA numbers cannot be met with Measure Y in place. Can the predicted RHNA numbers (15K) be met with Measure Y?
2. The data suggests that remote work is here to stay; Forbes says experts predict that by 2025 there will be a 417% increase in remote work; how will that affect housing and office needs. Will RHNA numbers decrease? The taller and denser residential buildings typically comprise a majority of studio and 1-bdrm units for tech workers. Is this the housing we are encouraging?
3. There is no map showing Measure Y heights with density bonuses heights or other maps that show where state law overrides Measure Y. The existing building heights/densities allowable are not reflected in the staff report.
4. Measure Y allows some areas to build 7 stories with a substantial public benefit; will the substantial public benefit be removed when allowing increased heights?
5. Measure Y was voted upon and passed by your constituents, the most democratic process. Days after Measure Y was certified certain members of the council vowed to dismantle it. This is not representing your constituents nor is approving any proposed measure intended to supersede what voters intended to be in place for 10 years.
6. If the Council votes to approve the proposed heights and densities along with a future ballot measure to void Measure Y there should be reasonable 3D graphics of the possible new construction superimposed in each neighborhood so that residents can really see what is being proposed. Along with graphics, story poles should be installed in each area so residents can envision how tall 6-12 stories building are in the places they are proposed.

Thank you,

Lisa M. Maley

From: Jill McHale <[REDACTED]>
Sent: Thursday, March 2, 2023 6:21 PM
To: Paul Council <council@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y: We Voted on this Already

I am a home owner. And I support Measure Y. And I already voted to express my support.

Why are developers ignoring our vote? And why is City Council entertaining them?

I do not want to compromise on building heights. I do not want dark corridors caused by 5-, 7-, 8-, and 12-story high rises. And this is where the developers are going.

Measure Y also protects affordable housing with *at least* 10% included. So no, we don't need more.

San Mateo is not San Francisco. Leave the high rises there, not here in the suburbs. Stay strong and do not give in to developers. Protect our town.

Measure Y allows a ton of office, commercial and residential development while maintaining the community character and quality of life we all enjoy here in San Mateo.

Jill McHale
[REDACTED]

From: Ellen Miller <[REDACTED]>
Sent: Friday, March 3, 2023 3:02 PM
To: Paul Council <council@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

Dear Council Members:

I have lived in San Mateo for 16 years. I live in the Central neighborhood, located near our great downtown. In recent years, it has been exciting to see things in our City improve and for more businesses to choose here to grow and thrive. On the other hand, some of the more recent development has become out of hand and the new buildings are too tall and cold in appearance. We've already lost one grocery store and many other local businesses. The number of new developments in our neighborhood is excessive.

Several years ago I signed a petition to limit building heights. This is the only petition I took the time to sign because I do not think very tall buildings add value to our neighborhood. It thrilled me when many of our residents supported height limits. Today I look at a building near my home which exceeds these limits, with no concern for the wishes of the voters.

Please think of what is best for the residents of the City and do whatever you can to protect our height limits.

Best,

Ellen Miller

Sent from my iPhone

From: Lynda Paffrath [REDACTED]
Sent: Friday, March 3, 2023 1:22 PM
To: Paul Council <council@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Keep Measure Y

City council members are legally elected by the people who serve in their district and represent them in important measures such as Measure Y. Somehow, overturning election results seems to be the new normal in San Mateo, and I think this current thinking that it's fine not to act in the interests of your community is despicable. As a voter, I think we have made it clear that we want to keep height limits the way they are.

Lynda Twyman Paffrath
[REDACTED]

From: John Penny [REDACTED]
Sent: Friday, March 3, 2023 3:25 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

As a 35+ year tax paying resident of San Mateo I support what San Mateo residents approved for the amount of time they approved it. Please leave Measure Y alone.

From: Dorothy Radyk [REDACTED]
Sent: Friday, March 3, 2023 1:42 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Support Measure Y

San Mateo continues to be a fine city and deserves responsible government. The votes by the people in a democracy must be honored. Continue to support Measure Y or resign.

Dorothy Radyk

Sent from my iPhone

From: John Radyk <[REDACTED]>
Sent: Friday, March 3, 2023 1:57 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Support Measure Y

Measure Y was approved by the people of San Mateo. Support Measure Y.

John Radyk

Sent from my iPhone

From: Nancy Schneider [REDACTED]
Sent: Thursday, March 2, 2023 4:51 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Clerk <clerk@cityofsanmateo.org>
Subject: Agenda Item 11 - General Plan Update -Land Use Heights and Densities and Measure Y

Dear Mayor Lee and Members of the San Mateo City Council:

I'm writing as a San Mateo Resident in District 1, a member of the San Mateo Climate Action Team, and a housing advocate to address the matters under consideration at the Special Study Session on March 6th. With respect to heights and densities in the General Plan Update, here are some key relevant ideas:

- High Density development near public transit reduces the need for auto ownership and trips. It decreases noise and pollution brought by automobile traffic and lowers overall distances traveled, critically reducing carbon emissions which contribute to global climate change.
- High density transit-oriented development provides urgently needed housing to tamp down increasing home prices and rents and provides opportunities to groups that have been historically deprived of the opportunity to build intergenerational wealth.

In recognition of the above, I believe the City Council should:

1. Increase height limits for residential building to 12 stories in the downtown core of San Mateo and within a half mile of Cal-Train stations.
2. Increase height limits for residential buildings to 8 stories along the El Camino corridor.
3. Increase the allowable densities in both areas to at least 75 units/acre.

The City has also requested input on Measure Y. This measure, which stands in the way of the above recommendations, should be overturned at the earliest possible date. Furthermore, Measure Y's height limits impose unavoidable roadblocks to meeting our RHNA and Affirmatively Furthering Fair Housing obligations, thereby exposing our city to state sanctions including onerous fines and loss of its control over land use.

Thank you for the opportunity to participate in this discussion.

Sincerely,

Nancy Schneider

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Nancy Schneider



From: Lisa Taner <[REDACTED]>
Sent: Friday, March 3, 2023 2:53 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y Discussions Monday Evening

Dear City Councilmembers,

With the public given a minute or two at the microphone against special interests and developers, Measure Y and its parent measures was the way to allow San Mateo residents to voice what they've wanted here for 30 years.

With the most recent *Yes on Y* vote barely cooling off, it is being brought up Monday though it didn't inhibit us from meeting our RHNA housing needs. Even those vocalizing that Y seemed a split vote can not deny that \$1.5 million of developer money made a huge contribution to that. The People have spoken. Y should remain, as it has been and currently is, woven into the General Plan. However, in introducing a new General Plan, one where the previous council maximized development options, it seems to force the hand to ask voters yet again to vote on Measure Y protections. We can all expect millions more will be spent by special interests to promote their cause. One might say that happily, YOU do not represent the special interests. You represent the voting residents. Correct?

Over and above this, it's with a keen memory that Councilmember Lee worked closely with the Hillsdale mall developer and lobbied hard for Measure R, the measure to defeat Measure Y. It was voted down handily, even after Lee rallied, but failed, to have Claire Mack attach her name to it. Councilmember Lee, just after Measure Y's victory was announced, you met with Bohannon who said, "We must continue the great work that brought us to the cusp of victory defeating Measure Y." Your response? *"I'm in this with you. The fight is not over."* I presume that you intend to recuse yourself from any discussions and decisions having to do with Measure Y? If not, the residents will surely want to understand why, since it is the right and honorable thing to do.

The voters have spoken. You represent them. Uphold Measure Y.

Thank you,

Lisa Taner
San Mateo Resident

From: Ellen Wang [REDACTED]
Sent: Friday, March 3, 2023 2:06 PM
To: council@cityofsanmateo.org; Patrice Olds <polds@cityofsanmateo.org>
Subject: Be Wise Keep Measure Y

Be Wise Keep Measure Y

March 3, 2023

San Mateo City Council Members
council@cityofsanmateo.org
Patrice Olds, City Clerk
Polds@cityofsanmateo.org

Measure Y does not need a modification or be overridden in order to reach San Mateo's 6th cycle (2023-2031) RHNA number. Of course you know that Measure Y includes affordable housing.

City staff, paid professionals, residents and property owners working separately and together identified potential sites to build over 9900 housing units within the density and height limits of Measure Y. This is well over the required 7015 housing units required by RHNA.

Measure Y, passed in 2020, will be effective until 2030. Prior to that time, we will know for certain if San Mateo is reaching its 6th cycle RHNA requirement. Meanwhile we seem to be building everywhere. There is always a crane in sight, a fence going up with attached construction sign and the sounds of earth movers and hammers.

California is no longer the new frontier. The population has decreased for the first time. It is too early to estimate or predict if this reduction is a slow outflow or the start of a mass exodus. Let's not overbuild.

Be Wise Keep Measure Y

Ellen and Jeffrey Wang
[REDACTED]

From: Kristen Watts-Penny [REDACTED]
Sent: Friday, March 3, 2023 3:31 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

I believe in democracy, which is to say that I support what San Mateo residents voted for - Measure Y. The voice of the people should be stronger than the purse strings of the developers. I hope the Council will have the integrity to follow the wishes of its constituents and not the wishes of the highest bidder.

From: San Mateans for Responsive Government SMRG <[REDACTED]>
Sent: Friday, March 3, 2023 3:37 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: SMRG Comments for 3/6/23 Study Session/Measure Y

Dear San Mateo City Council,

Measure Y, the resident's initiative for height and density limits, was passed by voters in 2020 and is now part of the City's General Plan; it is not a separate document. The Draft General Plan must continue to weave the language of Measure Y in individual land use designations so that the public can easily compare any proposed changes.

For the third time in 30 years, the voters of San Mateo made it clear what kind of community they want to live in and what shape its future should take. Over and over again, San Mateo voters have "determined that high-rise developments threatened the viability of the valued suburban character of the community, do not have the support of San Mateo residents, would irrevocably change the character of San Mateo for the worse," and "cause serious adverse impacts to its citizens and reduced quality of life."

Voters also recognized that future growth will occur. But they don't believe it is necessary - nor are they willing - to sacrifice their homes, neighborhoods, quality of life, or character of their historic downtown in the process. As our elected representatives, democracy demands that the voter's Measure Y initiative be at the core of the General Plan update.

Yet, somehow the views and desires of the people of San Mateo have been distorted. They have been painted, not as an affirmation of a positive community vision, but as an obstacle that needed to be extinguished. The Draft General Plan proposed land uses push extreme densification and maximum building heights in every study area beyond Measure Y limits. Even so, the listed heights and densities do not identify the added heights and densities allowed by the State override of local land use control. This is misleading; the true maximum heights and densities must be identified in the Draft General Plan land use designations.

There has been no compromise in this Draft General Plan 2040 beyond acknowledging that Measure Y limits are the law until 2030. There is no acknowledgment of the community's vision, only the advancement of a special interest build-more agenda. The notion that a win-win solution exists and that San Mateo residents would be receptive to moderate changes to Measure Y is being ignored. That is certainly no way to approach the vote required to change height and density limits prior to 2030.

Beyond 2030 there is no way to rely on current assumptions of future state housing requirements (RHNA) given the rise in remote work and the massive over-building of office space. After Measure Y expires in 2030, the City can revisit and amend the land use regulations given the then current economic and environmental realities.

San Mateans for Responsive Government (SMRG), the proponents of Measure Y, urge the Council to set up a workshop, similar to those being organized by Reimagine Hillsdale, where residents can see large-scale color maps of the proposed land uses and conflicts with Measure Y, with staff available to answer questions. This Study Session is not the way to responsibly get direction from your constituents given the short amount of time that the agenda packet has been available and the difficulty of reading the complicated maps on-line. Too much time and effort has been expended on the General Plan update to rush approvals without more public understanding of the proposals, when there is no deadline for change required until 2030.

Specifically, we request

- 1) continue to weave the language of Measure Y in individual land use designations so that the public can easily compare any proposed changes.
- 2) add the true maximum heights and densities with state bonuses to the Draft General Plan land use designations.
- 3) continue the Study Session until staff conducts a workshop where residents can see large-scale color maps of the proposed land uses and conflicts with Measure Y, and staff is available to answer questions.

Sincerely,

Michael Weinbauer

San Mateans for Responsive Government

From: Sunny Zhang <[REDACTED]>
Sent: Thursday, March 2, 2023 10:36 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Clerk <clerk@cityofsanmateo.org>
Subject: [3/6 Special Study Session] High Density Development

Dear San Mateo City Council,

I'm writing as a San Mateo Resident in District 2 and a member of the San Mateo Climate Action Team to address the matters under consideration at the Special Study Session on March 6th. With respect to heights and densities in the General Plan Update, here are some key relevant ideas:

- High Density development near public transit decreases noise and pollution brought by automobile traffic and lowers overall distances traveled, critically reducing carbon emissions which contribute to global climate change.
- High density transit-oriented development provides urgently needed housing to tamp down increasing home prices and rents and provides opportunities to groups that have been historically deprived of the opportunity to build intergenerational wealth.

In recognition of the above, the City Council should:

1. Increase height limits for residential building to 12 stories in the downtown core of San Mateo and within a half mile of Cal-Train stations
2. Increase height limits for residential buildings to 8 stories along the El Camino corridor.

The City has also requested input on Measure Y. This measure, which stands in the way of the above recommendations, should be overturned at the earliest possible date. Furthermore, Measure Y's height limits impose unavoidable roadblocks to meeting our RHNA obligations, thereby exposing our city to state sanctions including onerous fines and loss of its control over land use.

Thank you for the opportunity to participate in this discussion.

Sincerely,

Sunny Zhang
San Mateo Resident

From: Teri Whitehair [REDACTED]
Sent: Thursday, March 2, 2023 1:27 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Clerk <clerk@cityofsanmateo.org>
Subject: Addressing matters under consideration at Special Study Session

Dear San Mateo City Council,

I'm writing as a San Mateo Resident in District 1 and a member of the San Mateo Climate Action Team to address the matters under consideration at the Special Study Session on March 6th. With respect to heights and densities in the General Plan Update, here are some key relevant ideas:

- High Density development near public transit decreases noise and pollution brought by automobile traffic and lowers overall distances traveled, critically reducing carbon emissions which contribute to global climate change.
- High density transit-oriented development provides urgently needed housing to tamp down increasing home prices and rents and provides opportunities to groups that have been historically deprived of the opportunity to build intergenerational wealth.

In recognition of the above, I would recommend that the City Council:

1. Increase height limits for residential building to 12 stories in the downtown core of San Mateo and within a half mile of Cal-Train stations
2. Increase height limits for residential buildings to 8 stories along the El Camino corridor.

The City has also requested input on Measure Y. This measure, which stands in the way of the above recommendations, must be overturned as soon as possible. Furthermore, Measure Y's height limits impose unavoidable roadblocks to meeting our RHNA obligations, thereby exposing our city to state sanctions including onerous fines and loss of its control over land use.

Thank you for the opportunity to address these matters with you.

Sincerely,
Teri Whitehair
[REDACTED]

From: b bta [REDACTED]
Sent: Friday, March 3, 2023 5:52 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Uphold Measure Y

Dear Council Members:

The residents in San Mateo have voted to approve Measure Y. I am requesting the Council members to respect the wishes of their constituents. San Mateo is not San Francisco and should not have high rise buildings. This is not the vision nor the wishes of our community.

Thank you for your vote.

Sincerely,

barbara

From: Joe Daly [REDACTED]
Sent: Friday, March 3, 2023 5:06 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Support for Measure Y

Dear City Council:

We are writing to you to express our concern that efforts by other entities are trying to undermine the integrity of Measure Y, which we have supported throughout its many appearances on our voting ballot.

We support measured growth within the parameters voted on inherent in Measure Y. Construction can occur that addresses this goal as well as the need for 10% affordable housing. I do not want to see San Mateo turning into a suburban hellscape of towering concrete buildings dwarfing the charm of our town.

Democracy asks that citizens get involved and participate in governance. It also EXPECTS that the will of the people will be followed who VOTE in a Democracy.

Three times the voters have spoken. It time to **LISTEN**.

Respectfully,

Joe and Diane Daly
[REDACTED]

From: Ronnie Eaton <[REDACTED]>
Sent: Friday, March 3, 2023 5:12 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>; Patrice Olds
<polds@cityofsanmateo.org>
Subject: General Plan and Measure Y

To the San Mateo City Council:

It is our right as citizens of this country and of this city, to democratically decide issues of concern to our community. In 2020, voters passed Measure Y to provide for planned growth without excessive overdevelopment by eager developers who are not interested in affordable housing.

Measure Y works because it allows for substantial office, commercial and residential development while providing for the quality of life we all enjoy and contributes to residential development that is not out of pace with infrastructure development. It also requires a minimum percentage of affordable housing units be built, a minimum that the council has the ability to increase.

It is apparent from the completion of our Housing Element Plan that healthy and well-planned growth can be obtained under Measure Y as city staff have reached/exceeded their housing goals with Measure Y intact. It is unclear how state law will change in the coming years due to concerns for limited resources, lack of infrastructure investment and a changing workplace environment and that will be a future conversation for all of us to work on together

We have to expect that the people put into place by the voters of this community will serve their constituents first and not try to undo what those constituents have voted for. San Mateo is not an urban center and should not be treated as such. Measure Y is a sensible answer to unreasonable development that is at the expense of those who cannot afford market rate prices.

Ronnie and Bruce Eaton
San Mateo

From: Michelle Hudson [REDACTED]
Sent: Friday, March 3, 2023 2:09 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>; Clerk <clerk@cityofsanmateo.org>;
General Plan <generalplan@cityofsanmateo.org>
Subject: Comments on General Plan

Dear San Mateo City Council,

I'm writing as a San Mateo Resident in District 1 and a member of the San Mateo Climate Action Team to address the matters under consideration at the Special Study Session on March 6th. With respect to heights and densities in the General Plan Update, here are some key relevant ideas:

- High Density development near public transit decreases noise and pollution brought by automobile traffic and lowers overall distances traveled, critically reducing carbon emissions which contribute to global climate change.
- High density transit-oriented development provides urgently needed housing to tamp down increasing home prices and rents and provides opportunities to groups that have been historically deprived of the opportunity to build intergenerational wealth.

In recognition of the above, the City Council should:

1. Increase height limits for residential building to 12 stories in the downtown core of San Mateo and within a half mile of Cal-Train stations
2. Increase height limits for residential buildings to 8 stories along the El Camino corridor.

The City has also requested input on Measure Y. This measure, which stands in the way of the above recommendations, should be overturned at the earliest possible date. Furthermore, Measure Y's height limits impose unavoidable roadblocks to meeting our RHNA obligations, thereby exposing our city to state sanctions including onerous fines and loss of its control over land use.

Thank you for the opportunity to participate in this discussion.

Sincerely,

Michelle Hudson

From: Peter Mandle [REDACTED]
Sent: Friday, March 3, 2023 8:24 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>
Subject: Review of Measure Y

To: City Council Members

This is to request that you allow Measure Y to remain unchanged. Measure Y was supported by the majority of those who voted. If it is to be changed, it should be changed by the City's voters, not through a well-funded effort by developers and their agents, many of whom do not live or work in our City.

Measure Y allows sufficient housing to be developed in the City while achieving other community goals. With Measure Y housing can and will be located in sites providing excellent access to transit. Voiding Measure Y and allowing higher buildings will change the character of our City.

It is disheartening to see the opponents of Measure Y once again try to circumvent the democratic process.

Two years ago the opponents were able to unfairly introduce Measure R with the aid of the then City Council members. The opponents spent millions opposing Measure Y, using TV advertisements, numerous slick mailings, and other media to publish their views. With the aid of high-paid consultants, they published lies about Measure Y, including implying that Measure R provided housing for First Responders, unlike Measure Y which was patently false. The efforts of the opponents were largely funded by developers and non-residents (e.g., the Zuckerbergs). In comparison Measure Y was truly a grassroots effort, with supporters, who were local residents, walking door-to-door to hand out single page flyers and speak to their neighbors. It was a David versus Goliath effort, and despite the odds David and the local residents won.

I sincerely hope you do not overrule the residents who voted for Measure Y and side with the well-funded developers and their slick agents and lobbyists.

Thank you for considering these comments.

Sincerely,
Peter Mandle

From: Justin Alley [REDACTED]

Sent: Saturday, March 4, 2023 10:58 AM

To: General Plan <generalplan@cityofsanmateo.org>; Clerk <clerk@cityofsanmateo.org>; Adam Loraine <aloraine@cityofsanmateo.org>; Lisa Diaz Nash <ldiaznash@cityofsanmateo.org>; Rob Newsom <rnewsom@cityofsanmateo.org>; Amourence Lee <alee@cityofsanmateo.org>; Richard Hedges <rhedges@cityofsanmateo.org>

Subject: Addressing San Mateo's Height and Density Restrictions within the General Plan Update

Dear Mayor Lee and Members of the San Mateo City Council,

We are grateful to have this opportunity within the context of the General Plan Update to provide input on the vital matter of San Mateo's height and density restrictions.

First, we would like to assert a basic principle: the city of San Mateo has both a moral and legal imperative to produce enough housing for all its citizens and at levels of affordability that a diverse range can attain. The failure to produce a sufficient range of housing has spurred on the dramatic rises in both home prices and rents we have all borne witness to. The result has been an attendant rise in the number of people who are housing-cost burdened, trapped on the brink of poverty, and, tragically, too often pushed into a precarious underhoused status.

Yet San Mateo's rigid and overly broad height and density restrictions stand staunchly at odds with the city's ability to appropriately respond to the ever mounting housing crisis. It should also be noted that San Mateo's height and density restrictions represent the modern-day extension of the explicitly racial lockout that accompanied the creation of most of San Mateo's R-1 neighborhoods and which leads right to the doorstep of our present crisis. The situation has been a long time in the making, and it calls out for decisive course correction on behalf of policymakers.

Given the above state of affairs, we would urge the city to pursue thoughtful and inclusive changes to the General Plan in order to allow for a more flexible range of heights and densities. In our view, the following specific changes are more than warranted:

- Increase height limits to 12 stories in the downtown core of San Mateo
- Increase height limits to 12 stories within a half mile of Caltrain stations
- Increase height limits to 8 stories along the El Camino corridor

These recommendations are in line with a great deal of thinking on how to achieve more equitable and sustainable cities. Such changes are of critical necessity if the city is to make a good faith effort at achieving its state-mandated RHNA requirements and avoid losing local control over housing decisions. But higher density transit-oriented development, besides helping the city meet its housing needs, yields other positives, such as environmental preservation, healthier lifestyles, and enlivened neighborhoods. The city's own polling shows broad support for higher density TOD.

We recognize that in order to make the changes necessary to meet the imperative of the day, the city must contend with the straight jacket imposed upon it by Measure Y. To put it plainly, Measure Y is of a bygone era and has directly pushed us into our current difficulties. However, the precipitous drop in voter support for Measure Y's policies, as evidenced by their exceedingly narrow re-authorization in 2020, shows that the public can see the writing on the wall. The city needs to forge ahead now in crafting a more nuanced and nimble landscape for the production of housing.

The very question of whether to allow San Mateo's onerous height and density caps to go unchanged for yet another decade is part and parcel with the question of what manner of future San Mateo will have. Will it be a diverse, economically just, and environmentally sound future? Or will it be something else which those of us who care about this city dare not allow to come to pass?

Sincerely,

Justin Alley
Secretary of Communications of One San Mateo

From: Maxine Turner [REDACTED]
Sent: Friday, March 3, 2023 4:10 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Study Session - General Plan Update

- 1) Schedule a follow-up workshop so that staff can present large-scale maps and answer questions from the public. There is no way any resident can responsibly read the staff report & review the maps on-line in such a short time to give you the specific direction staff is requesting. What's the hurry when no changes to Measure Y can occur before 2030?
- 2) Do not rely on "guesstimates" for future RHNA requirements post-2030. Everyone knows that you cannot rely on estimates based on boom-cycle projections that are no longer relevant. Maintain current General Plan land use designations in the draft 2040 plan with the understanding that they can be revised after Measure Y expires, if economic conditions change significantly.
- 3) Identify and protect key community serving land uses that residents rely on by limiting up-zoning where grocery stores, car repair, small businesses, child care and service providers exist. Most existing small businesses along El Camino Real and within the Downtown study area will be displaced by allowing maximum development because the cost of new construction significantly raises rents.
- 4) Do not maintain the provisions in the Affordable Housing Commercial Linkage Fee that takes money away from affordable housing if union labor is used on commercial construction projects. Do you know and does the public know how much money has already been diverted from affordable housing? Please ask staff to provide this information.

From: William Cendak [REDACTED]
Sent: Saturday, March 4, 2023 8:56 AM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y and R

Dear Council Members,

The good people of the city of San Mateo voted for Measure Y and against Measure R for good reason.

Now you folks, like a bunch of grammar school kids at the playground who lost at "Ro-sham-bo" want a "do over."
GROW UP.

As citizens of the city of San Mateo we drive north on highway 101 and pass through Burlingame, Millbrae and South San Francisco and observe the grotesque buildings on the west side of the highway and we say "not in our fair city!"

When you meet with the developers, YIMBY, a State Senator and others why do you listen to them?
How many live in San Mateo? Or do they live in some rich enclave that is immune to this situation.

How many of them would welcome a 7 story monstrosity next door to them?

Your job is to listen to the will of the citizens of San Mateo, not veer off track with your whims.

Thank you for your attention in this matter,

William J. Cendak

From: Gary Germano [REDACTED]
Sent: Saturday, March 4, 2023 2:38 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: San Mateo Height Limits

Dear San Mateo City Council,

Ever since the original Measure H five story building height limit initiative was written and passed by the people of San Mateo, it has been subsequently voted on and passed again each time it sunsetted .

Clearly despite all the money spent by developers to promote what *they* wanted *our* City to look like, it is very obvious that the residents in San Mateo are pleased with the character and style we have achieved. The residents of San Mateo do not want to destroy the suburban character of our City.

We elected you to represent our guidelines for development. We do not want our elected officials to circumvent what we voted for.

Do not increase the five story maximum height limits for San Mateo.

Thank you very much.

Sincerely,

Gary and Janet Germano
[REDACTED]
[REDACTED]

From: Bruce Hrabá <[REDACTED]>
Sent: Saturday, March 4, 2023 9:24 AM
To: Paul Council <council@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

Whose interest do you all represent? The silent majority doesn't have the money to sway decisions but they do have votes. Much has changed since the start of Covid. The housing studies that were done prior to Covid need to be updated before any decisions, affecting the future of San Mateo, are made.

Thank you for keeping Measure Y intact.

Patricia & Bruce Hrabá

--

Bruce C. Hrabá



From: linda lara [REDACTED]
Sent: Saturday, March 4, 2023 5:04 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Measure Y

Dear Honorable Mayor Lee and San Mateo City Council Members,

I am writing to encourage your vote to maintain Measure Y criteria as voted for by San Mateo residents.

The people have spoken, they cast their votes to maintain the measure.

It seems not only are federal, nationwide elections at risk in our country, apparently our local community elections and wishes of the people, your constituents, are at serious risk as well. Our democracy at risk right here locally.

Why do we have city elections by the people if local government and leadership can overturn the results?

I personally would be more supportive of all of this massive development going on if it was truly creating more "affordable" housing for normal, everyday, moderate income residents. If only the mandates were for a much larger percent than 10% "affordable".

That 10% should be increased substantially higher to truly accommodate the need for average income citizens.

It makes no sense to attempt to house people when hundreds of units are built, like 150 to 960 for example and only 15 of the 150 need to be available for average income...or 96 of 960. That is ridiculous and will not quickly resolve our housing shortage for average income earners that deserve a home of their own just as much as top income earners.

These are people that work hard, pay taxes, raise their kids here, support our schools, serve and contribute to our community, yet they can't purchase a home here.

The massive ongoing, constant developments being approved are not really making a path to ownership for these families, nor leveling out, or dropping the insanely exorbitant, highly exaggerated property values in this area. Two bedroom, 1 bath fixer uppers should not sell for a million plus dollars...this is craziness.

Overbidding on homes should be outlawed. This being allowed falsely increases property values all the way around. If a house is for sale it should be sold for the list price or less, not hundreds of thousands of dollars above the list price just because a wealthier person has those funds and can beat out another buyer that actually has and can afford the asking price, but does not have the ability to overbid.

This practice is quickly creating false property values and the wide divide in our community, and a society of haves and have nots.

Average income earners have been able to purchase their own home for decades in this country, but now are prohibited because of lopsided property values, asking prices and overbidding.

For over 20 years San Mateo City leadership and planning commissions have been approving multiple, mixed use developments always with the promise that these developments will create an abundance of "affordable" (whatever the heck that is) housing.

We as your constituents and long time residents have not seen the abundance of that yet. Just more and more and more development and now you're possibly willing to turn over the will of the people to boot.

It would be really nice if you continue on this path of massive developments, especially in light of the Hillsdale Mall plans and the 900 plus units planned at Concar and Delaware, that you honor the height limits approved by your constituents you represent and also impose upon your developers that they must provide roof top grass, yards, play areas, gardens and maybe even pools and hot tubs, because all this development is eating up the real estate in this town which will prevent land available for more parks, recreation and entertainment.

The allowing of squeezing people into cramped small areas on top of each other packed in like sardines makes for no outdoor freedom and recreation and peace.

Our city will run out of park areas and nature and things for kids and people of all ages to do. We're losing our bowling alleys, skate parks, theaters, there is no live music downtown, no dance places etc.

And then we wonder why our youth bury themselves in social media, video games or drugs.

There's nothing for them to do and no where to go. Our parks and recreation facilities cannot handle it all, nor do many residents have access, either thru transportation or cost.

Developers should be required to incorporate recreation and social activities into their developments as well as rooftop parks.

Please maintain Measure Y as voted for by the public.

Thank you for your time and attention.

Respectfully,

Linda Slocum Lara

62 year resident of San Mateo

[REDACTED]

From: Francie [REDACTED]
Sent: Saturday, March 4, 2023 6:36 AM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: Measure Y

I am a resident of San Mateo. Please respect the voters' choice in passing Measure Y and respect the height limits that were established. Do not be pressured by developers in overriding the voices of the people in order to build more high rise buildings before holding another election.

Our city planners put forth a housing plan to meet the state's requirements and did it within Measure Y limits.

Frances Souza

Sent from my iPhone

From: Megan Strain [REDACTED]
Sent: Saturday, March 4, 2023 11:34 AM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Clerk <clerk@cityofsanmateo.org>
Subject: Public Comment: General Plan

Dear San Mateo City Council,

I'm writing as a San Mateo Resident in District 2 and a member of the San Mateo Climate Action Team to address the matters under consideration at the Special Study Session on March 6th. With respect to heights and densities in the General Plan Update, here are some key relevant ideas:

- High-density development near public transit decreases noise and pollution brought by automobile traffic and lowers overall distances traveled, critically reducing carbon emissions which contribute to global climate change.
- High-density transit-oriented development provides urgently needed housing to better moderate home prices and rents and provides opportunities to groups that have been historically deprived of the opportunity to build intergenerational wealth.
- As a renter in San Mateo who has a hard time considering owning a home here, I worry about how home prices and rents have continued to be sky-high, even after COVID. As a young person, I worry about human-caused climate change affecting my generation and others after. We must make a change to combat housing and climate problems.

In recognition of the above, I ask that the City Council:

1. Increase height limits for residential building to 12 stories in the downtown core of San Mateo and within a half mile of Cal-Train stations; and
2. Increase height limits for residential buildings to 8 stories along the El Camino corridor.

The City has also requested input on Measure Y. This measure, which stands in the way of the above recommendations, should be overturned at the earliest possible date. Furthermore, Measure Y's height limits impose unavoidable roadblocks to meeting our RHNA obligations, thereby exposing our city to state sanctions including onerous fines and loss of its control over land use.

Thank you for the opportunity to participate in this discussion, your leadership, and your commitment to our community.

Sincerely,

Megan Strain
San Mateo resident

From: Janet Cook [REDACTED]
Sent: Sunday, March 5, 2023 1:34:26 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: March 6 th Council Meeting

I would like to voice my views against any more additions to the height in San Mateo housing or any more multi building structures. You are not considering utility usages, traffic additional pollution. You are changing the small town landscape of San Mateo. Stop going against the will of the people. You have already increased housing way over what any residents would want. Make us more like Half Moon Bay and keep our identity and protect our environment.

Janet Cook
[REDACTED]
[REDACTED]
[REDACTED]

Sent from my iPhone

On Sunday, March 5, 2023 at 03:05:09 PM PST, Angie Fuqua <[REDACTED]> wrote:

I am writing in regards to discussion surrounding changes to Measure Y. At a neighborhood meeting with the Bohannon team recently to discuss the Hillsdale Shopping Center redevelopment, it was stated that some desirable design scenarios for the neighborhood edge along Edison Street would only be possible with changing measure Y. It was stated that the proposed change to Measure Y would only be for the Hillsdale shopping center area, not the whole City of San Mateo.

Can someone please clarify this at the upcoming meeting?

Thank you!

Angie Fuqua
[REDACTED]

From: [REDACTED] <[REDACTED]>
Sent: Sunday, March 5, 2023 2:23 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: The 3/6/2023 Council meeting, item #11 - Measure Y, General Plan update

To the Council,

As you address the issue of how to deal with Measure Y in the General Plan update, there are several things to consider and remember. The bottom line is that Measure Y was put in place by a majority vote of the people not that long ago. People still feel very strongly about it and rightly resent any suggestion that the Council will not listen to the adopted will of the people. I know you have already heard from many of them. As you all know, based on my long involvement with Measures H, P and Y, I am one of those many people who urge you to support the results of the democratic process. If you believe your election is right and true, then you have no other position to take with Measure Y .

First, Measure Y, the resident's initiative for height and density limits, was passed by voters in 2020, making its wording and provisions *part of* the City's General Plan. It is *not* a separate document, as if a person would read the General Plan and then also check what Measure Y says. Yet the entire approach of the staff report treats it that way. That approach is especially inaccurate and misleading when it suggests that the new Draft General Plan, which is to be presented to the public after this meeting, should omit wording that comes from Measure Y. It suggests, "...Measure Y text would no longer be woven into individual land use designations." The Draft General Plan must continue to 'weave' the language of Measure Y into individual land use designations, clearly identifying it, so that the public can easily compare any proposed changes. Especially since the staff report then goes on to make it clear that the Measure Y provisions would continue to control General Plan implementation until/unless Measure Y is changed by the voters or sunsets.

Second, It is getting harder and harder to engage the general public in these decisions, although most people will care deeply about the results. For one, the materials - available online - are impossible to follow and understand. Maps, which should make things clearer, are tiny on anyone's computer screen - with close color variations that are impossible to follow. People just give up trying to understand what is being proposed. Also, people who did try to stay engaged through all the disappointing and mostly useless workshops the city held, and the online surveys, got a slap in the face in last summer's Council decisions about the study areas. Although more people weighed in to support the lowest development alternative (C), the council, area by area, chose the alternatives with the most impact and highest level of development. More and more people now say, why bother. The Council has already made up their mind and nothing we say matters. I won't share some of the very

pointed reason they believe that the majority of the 2022 Council acted that way.

This March 6th discussion and direction about Measure Y, and where things stand with the draft General Plan right now, deserves another attempt to re-engage the public. No, not another "tick off the boxes workshop". Sitting around tables trading often incorrect information and hoping that individual input will be properly recorded is a waste of time. I suggest another approach. Having just attended my third Reimagine Hillsdale open house, I point you to the process they are using. Content notwithstanding, having large full color displays of the information they want to convey, allowing people to review and digest and react to that information at their own pace, and staffing each area with knowledgeable planners always offering to clarify or answer questions and engage with attendees, is very effective. And with each person given plenty of opportunity to respond in their own words to each segment, with plenty of opportunity for open ended input, each participant feels included. This is a model you should adopt before any further direction is given to staff.

I strongly urge the Council to honor and uphold Measure Y. I strongly urge the Council to adjourn this study session and hold meaningful open houses on the important issues before you tonight.

Karen Herrel
San Mateo resident for 60 years

From: Bobbi Maniscalco [REDACTED]
Sent: Sunday, March 5, 2023 9:36 AM
To: Paul Council <council@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Keep Measure Y

Measure Y exists due to the voting voice of the people of San Mateo, *who voted 3 times in 30 years to keep height limits the way they are*. Commercial buildings sit empty. We have new housing that sits empty. People are moving out of San Mateo.

You are supposed to support and represent what the people of San Mateo Want. Let the desire and will of the people prevail. There is no true reason to remove Measure Y.

Please Keep Measure Y

Sincerely,

Barbara & Paul Maniscalco
[REDACTED]

From: Jennifer Martinez [REDACTED]
Sent: Sunday, March 5, 2023 6:17 PM
To: General Plan <generalplan@cityofsanmateo.org>
Subject: General Plan comments - March 6

Dear Mayor Lee and Members of the San Mateo City Council,
I am writing to express support for increased height and density in San Mateo's General Plan.

I feel very fortunate to have lived in San Mateo for the past 9 years. However, I am acutely aware that were it not for significant luck and the fact that my household consists of 3 full-time working adults, we would not be able to afford to live here.

So many others who serve our community - essential workers, teachers, service providers, childcare providers, seniors, to name a few - either live in unaffordable (and too often, unsafe) conditions or travel long distances to work or visit family here. This is because the city has blocked opportunities to build housing that would benefit people at a range of income levels - namely, multi-family housing across the city.

Every piece of land in our city is precious and should be used efficiently and effectively to house people at all income levels, create economic opportunities, and protect our environment. Current R1 zoning and height and density limits prevent us from doing this. Current restrictions against high-density housing development are a remnant of old racial and classist belief systems that should be rejected on moral grounds and should also be rejected on practical grounds.

I strongly encourage you to pursue changes to the General Plan that will allow for greater height and density so that we can adequately meet the housing and environmental challenges we face and so we can create the kind of vibrant, inclusive, sustainable San Mateo that so many current residents want and that future residents need.

Thank you,
Jennifer Martinez
[REDACTED]

From: Virginia McIsaac <[REDACTED]>
Sent: Sunday, March 5, 2023 11:18 AM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Height limit w/General Plan Housing Density

I would like to advocate that we keep the Measure Y height limits intact. As stated in the Housing element we are able to meet the RHNA housing numbers without changing the voter enacted height limit.

The height limit is generous in my opinion and keeps our city with a modest footprint of cement buildings. Please do not remove the height limit.

Best Regards

Virginia McIsaac

Director San Mateo Park Neighborhood Association

From: Edward Evans <[REDACTED]>
Sent: Monday, March 6, 2023 9:56 AM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: Please see attached letter for public comment

Dear Mayor Lee and City Council,

Please see Nor Cal Carpenters Union Local 217 attached letter for public comment on tonight's (3/6/23) agenda, item #11. Thank you.

All the best,

Ed Evans

Senior Field Representative/Financial Secretary-Treasurer

Local 217, San Mateo County

Nor Cal Carpenters Union

1(650)377-0217

"Any time you have an opportunity to make a difference in this world and you don't, then you are wasting your time on earth." Roberto Clemente



CARPENTERS UNION LOCAL 217 SAN MATEO COUNTY

1153 CHESS DRIVE • SUITE 100 • FOSTER CITY, CALIFORNIA 94404-1197 • (650) 377-0217

March 6, 2023

Re: 3/6/23 Agenda Item #11 General Plan Update, "Additional General Plan Policy Direction".

Dear Mayor Lee and City Council,

We would like to thank the City Council and City Staff for discussing the possibility of including tangible labor standards policy in the Draft General Plan and the Carpenters Union stands in full support of this effort. The Carpenters are honored to play a role in helping to push this issue to the forefront of public discussion with you, as we feel it will benefit all of San Mateo's current hardworking tradespeople and will also serve to grow the vital construction labor force of tomorrow that will build San Mateo's future for decades to come.

The two policies and two actions that you will be considering tonight will not only create more economic stability and sustainability within our city, but will provide opportunity, sustenance, and dignity for thousands of households throughout San Mateo. I would like to address them one by one:

- **(Policy) Apprenticeship Programs.** Every thriving city needs more than just jobs – they need pathways to family sustaining careers. While Apprenticeship programs provide that opportunity in general, be aware that not all Apprenticeship programs are equal. It is important to note that there are many imposters masquerading as "Apprenticeship programs" throughout California. Spotting these imposters is easy when you look at their statewide enrollment and even more important, their statewide *graduation rates*. This is why it is imperative that it should be specified that Apprenticeship programs should be only those who are *approved by the California Department of Apprenticeship Standards*. Adding that stipulation would be key toward ensuring that San Mateo's Apprentice tradespeople are receiving the best training in construction and safety in the state. Another key factor of note is that *Joint-Labor/Management* Apprenticeship programs like Carpenters Training Committee for Northern California (CTCNC), and those of the other organized trades, are *privately funded* and they do not cost a dime of taxpayer money. Better still, our Apprenticeship training programs do not cost the Apprentices anything out of pocket either. We hope that you will consider this important distinction when you finalize the language for the Draft General Plan.
- **(Policy) Local Hiring and a Living Wage.** Along with utilization of *state approved* Apprenticeship programs, local hiring policies and payment of a "living wage" are vital legs in the table of economic and social sustainability. Trade Unions like ours have always believed this. This is why Union halls are referred to as "locals" – because, it is these Union locals that provide a trained workforce that lives in San Mateo and throughout the surrounding county. The concept of a "living wage" can be hard for some

to quantify but again, Unions like the Carpenters can be used as a barometer as “prevailing wage”, which by legal definition is the highest published wage within a geographic area, is always based on Union wages *plus fringe benefits*. While these wages are important for things like paying rents/mortgages, buying groceries, and raising happy families, we cannot overlook the value of the fringe benefits which are amortized within prevailing wage because they account for employer provided retirement plans and most importantly, health care. We feel that the establishment of a local hiring policy and basing a “living wage” on prevailing wage will allow San Mateo’s present and future construction trades workforce to not only live, but thrive here. We also hope that you will consider this when you finalize the language for the Draft General Plan.

- **(Action) First Source Hiring.** The idea of establishing a First Source Hiring program is both laudable and feasible – after all, Unions created it and have perfected it. Through community outreach to the San Mateo Union High School District, the San Mateo County Community College District “Trades Introduction Program (TIP)”, and the county-wide, community based JobTrain program, we are regularly bringing in new members and Apprentices. We think that if the city were to partner with the local school/college districts and consider reaching out to community-based organizations like JobTrain, a viable first source hiring program would be relatively easy to establish, and of course the Carpenters would be willing to participate.
- **(Action) Living Wage Incentives.** We laud and support the city’s maintenance of provisions in the Affordable Housing Commercial Linkage Fee that offer fee reductions to developers who voluntarily enter into Area Standard Wage Participation Agreements with the city.

On behalf of Nor Cal Carpenters Union Local 217, I thank you for your time and consideration and we look forward to working collaboratively with you to build a more economically sustainable future for all San Mateo families.

Sincerely,



Edward Evans
Senior Field Representative

EE/em
OPEIU:29/afl-cio



From: I watanuki <[REDACTED]>
Sent: Monday, March 6, 2023 12:09:49 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: Item 11 - General Plan Update – Land Use Heights and Densities and Measure Y

March 6, 2023

RE: Item 11 - General Plan Update – Land Use Heights and Densities and Measure Y

Dear Mayor Lee and Members of the City Council,

These are comments for the General Plan update.

1. Without Measure Y, we could have more luxury housing at 8 to 12 stories without affordable housing included within the project. In the past, a proposal was made at the Versailles Sr. Housing project at a Planning Commission meeting to segregate the affordable Senior housing and market rate Senior housing into two buildings in 2 different locations. A developer proposed to purchase an older existing apartment in a lower income area in San Mateo and bus the seniors to the market rate Senior housing building for their meals, activities, and use of the library. This did not happen. With Measure Y, the affordable housing is integrated into the new project and visibly you cannot distinguish from the exterior which unit is affordable and which is market rate. Affordable housing is spread equitably around San Mateo with each new residential development and at least 10 per cent affordable housing would be included. Measure Y promotes social justice and needs your full support.

2. We need a new map with the new densities and heights to reflect Measure Y + density bonuses projects. There are over 18 projects which are in various stages in the Downtown with approved heights and densities. The public needs to see all the new projects built, as well as those in the queue at various stages on a map with more details on densities and heights in Study Area 4.

3. We have 2 new Kiku Crossing and BeSpoke affordable housing projects built on City Parking lots which are joint projects between the City other developers. Residents have asked who is responsible for the maintenance of these affordable projects? We need more transparency on what financial responsibilities the tax-payers will incur in the future with the maintenance and upkeep of joint projects with City, County, State and Federal grants on City-owned properties.

4. Measure Y and its predecessors have worked well for the last 3 decades and has not hindered development. The City has met its housing requirements without rezoning for the Housing Element. The voters have spoken three times, so please listen to the voice of the people and support Measure Y over the outside groups which are trying to undermine what the voters have already approved.

Thanks for your consideration.

Laurie Watanuki 3-6-23 GP comments

From: Lisa Vande Voorde <[REDACTED]>
Sent: Monday, March 6, 2023 2:09:03 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: MEASURE Y AND THE GENERAL PLAN: It's a Wonderful Life, Or Is It?

I urge each and every one of you to look deep within yourselves, and remember the oath you took when you joined the City Council. You represent us, the residents the City of San Mateo, yet some of you continue to undermine those for which you serve.

Because here you are at tonight's City Council meeting, discussing undoing Measure Y in vast swaths across San Mateo. Excuse me? Measure Y is THE LAW in our city limits until 2030. I know some of you don't like it, and it's been in your crosshairs from the start. It's in the crosshairs of developers too. Bohannon doesn't like it. So you buckle to the silver knife that puts the butter on your bread, instead of the majority of residents that you represent.

I'm asking you to adhere to Measure Y guidelines as you move to finalization of the General Plan. The General Plan already meets RHNA targets within the existing height/density limits offered by Measure Y. Affordable housing targets can also be met via Measure Y. So obviously, there's an ulterior motive. And looking at the documents in the packet tonight, it's because Bohannon needs Measure Y out of the way to make his 10 story mixed-use housing a reality in Hillsdale Mall. And interesting those maps staff provided? Because there is no word about the density bonuses. So, you say they will

be 10 stories, but won't they will really be 12 stories? And the colors of those maps?? Readers like me cannot discern the different shades of blue, the key ones that exceed the limits of Measure Y. Between the ambiguity of ACTUAL heights INCLUDING density bonuses AND the hard-to-read map color gradients, I ask if the City is purposely trying to obfuscate??

Please think hard about where you are going with this. We are on a slippery slope to the ruination of all that makes San Mateo a beautiful and wonderful place to live. Reminds me of Bedford Falls before Potterville. Sadly, I now see Bohannon as the Mr. Potter of San Mateo. City Council members, who among you will be the George Bailey that saves us?

Lisa Vande Voorde
168 Arbor Lane

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[Lisa Vande Voorde](#)

LIKE ME ON FACEBOOK:



From: [REDACTED]
Sent: Monday, March 6, 2023 1:29:59 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: 'Jon Mays' [REDACTED]
Subject: March 6 Agenda Item 11

RE: City Council Regular Meeting Mar 06, 2023, Agenda Item 11 - General Plan Update – Land Use Heights and Densities and Measure Y

Mayor and Council Members,

You, the members of the San Mateo City Council, once again have an opportunity to demonstrate, to *prove*, your allegiance to the City Charter and commitment to abide by your oath of office.

Measure Y was passed by a majority of voters. It was the will of the people to give residents of the city a true voice in plans for development in their city.

As I viewed the YouTube video of the Housing Leadership Coalition’s virtual “celebration” (<https://www.youtube.com/watch?v=Myfw6AnY6II>) held after the November 2020 election, it became clear that our elected officials had nothing but contempt for the rights of the voters and the law. (Then) Councilmember Lee, by proclaiming, “We will measure ourselves by the moments of joy and connection to our coalition...that is what is going to take us forward...I'm in this with you - the fight is not over" tells us that our (now) Mayor is aligned with developers and organizations advocating unbridled growth.

Now our ‘new’ city council appears to want to use a need to “Provide direction” regarding Measure Y and the General Plan Update as a vehicle to once again “fight” the will of the people.

Mayor Lee must recuse herself from any discussions, actions or votes regarding this matter. She has clearly stated, in the video, her inability to act on the behalf of her constituents and voters on this matter. We know where her allegiances lay.

The recently submitted Housing Element contains a determination that the city can meet housing goals without violating Measure Y. Although some on the Planning Commission actively, and some perhaps improperly, opposed the submission of the plan, council wisely and timely submitted it.

Rather than plotting ways to get around Measure Y, a voter mandate, council should, nay – MUST, act in good faith to their obligations to the residents of San Mateo and to uphold the provisions of Measure Y.

Any other act is outright malfeasance.

Regards,

Dave Cohen

Resident of the City of San Mateo
NOT a paid lobbyist

From: Larry Garnick <[REDACTED]>
Sent: Monday, March 6, 2023 3:19 PM
To: Martin McTaggart <mmctaggart@cityofsanmateo.org>
Subject: Fwd: Measure Y

From: Larry Garnick <Larry@garnick.com>
Date: March 6, 2023 at 3:17:18 PM PST
To: polds@cityofsanmateo.org
Subject: Measure Y

It is my understanding that the city is considering disregarding Measure Y as it relates to the General Plan land use.

I voted for Measure Y and I fully expect that the City will respect and comply with all provisions in voter approved Measure Y.

As a 30 year homeowner in San Mateo, I request that the City refrains from disregarding Measure Y.

Larry Garnick

From: Laurie Hietter [REDACTED]
Sent: Monday, March 6, 2023 1:53:08 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>; Patrice Olds <polds@cityofsanmateo.org>; Lisa Diaz Nash <ldiaznash@cityofsanmateo.org>; Rob Newsom <rnewsom@cityofsanmateo.org>; Richard Hedges <rhedges@cityofsanmateo.org>; Amourence Lee <alee@cityofsanmateo.org>; Adam Loraine <aloraine@cityofsanmateo.org>
Subject: Comments on General Plan and Measure Y

Dear Council Members and Mayor Lee:

You are being asked to provide direction on:

1. The densities and heights that should be incorporated into the General Plan Update's Land Use Element;
2. How Measure Y should be incorporated into the General Plan Update; and
3. Additional land use and housing policy revisions that should be incorporated into the General Plan Update.

Please do not vote to overturn Measure Y.

1. Densities and Heights

The residents of San Mateo live here because of the beauty, amenities, and relative lack of congestion. The previous City Council worked hard to change that by adding 18 projects to our downtown, several of which exceed Measure Y height limits due to density bonuses.

City residents voted three times to limit heights and density in our city. **Please explain, in simple terms, why the City Council is considering overriding the height and density limits defined in Measure Y (and its predecessors) when the Housing Element indicates that there are adequate housing sites available, with a substantial buffer, without exceeding the limits in Measure Y.** The state density bonuses already provide for exceeding Measure Y limits. Do not exacerbate the situation by allowing 10-12 story buildings.

The City of San Mateo has grown at 1% or less in most years. The General Plan contemplates 50% population increase in 10 years, which is completely unrealistic, especially given the mass exodus from California. Indeed, San Mateo lost 3.3% of its population from July 2021 to July 2022. It is not necessary to eliminate the protections of Measure Y, which has already allowed substantial increases in housing and office space (over 850,000 square feet of office space).

How to Address Measure Y in the General Plan

The General Plan should not be changed to remove the thorough discussion of Measure Y. There is no guarantee that a vote to repeal Measure Y would succeed.

The General Plan is misleading in terms of height and density because it does not reflect the state density bonuses that will be applied to those 6, 8, and 10 story buildings with 100-200 units per acre (Measure Y allows 50 units per acre). Please make sure the graphics clearly show the heights and densities allowed under the density bonuses.

The General Plan allows for a significant amount of office, commercial, and residential development without overturning the will of the citizens and Measure Y. Please do not take this step to substantially erode our quality of life by allowing such enormous increases in height and density.

We support the comments by Lisa Maley and Dave Cohen, who call on the council members to vote for the will of the residents, rather than “the coalition” that wants unrestrained building without paying for any infrastructure improvements. Mayor Lee and the previous City Council made decisions that benefit the YIMBY Coalition (actually yes in YOUR backyard), builders, the unions, and Big Tech. Please make your decisions based on the wishes of San Mateo residents, rather than special interests.

Sincerely,

Laurie and Randy Hietter

From: Andrew Sevilla [REDACTED]
Sent: Monday, March 6, 2023 2:30 PM
To: Patrice Olds <polds@cityofsanmateo.org>; City Council (San Mateo) <CityCouncil@cityofsanmateo.org>; General Plan <generalplan@cityofsanmateo.org>
Cc: [REDACTED]
Subject: General Plan Update – Land Use Heights and Densities and Measure Y

Dear Councilmembers,

The following is clearly stated regarding the Agenda Report dated March 06, 2023, prepared by the Community Development Department and City Manager, Drew Corbett.

"Measure Y is a ballot measure that was passed by voters in November 2020. It retained existing height and density limits on new development that were originally adopted under Measure P and has a sunset date of 2030. Overall, the Measure Y height limit is set at up to 55 feet (five stories) and a density limit that allows up to 50 units per acre."

Mr. Corbett states, *"...the State Density Bonus law allows projects to exceed both height and density limits when certain percentages of affordable units are provided."*

In April 2022 and again in July 2022, you approved the Preferred Land Use Scenario, which *"...includes building heights and densities that exceed the limits set by Measure Y."* I urge you to remember that *"Any components of the General Plan Update that are inconsistent with Measure Y will require voter approval before they can take effect."*

Mr. Corbett also makes it clear that the City Council will need to *"...submit a resolution and ballot measure to the San Mateo County Assessor-County Clerk-Recorder before the relevant election deadline."* and that *"...staff is recommending that City Council pursue a ballot measure that would remove Measure Y growth limits within the ten Study Areas."*

Before the ballot deadline for November 2024, you need to review the final version of the General Plan and final Environmental Impact Report (EIR) and adopt a resolution and ballot language to overturn Measure Y.

While I understand that growth is inevitable in a location like San Mateo, I would advise you to follow Mr. Corbett's guidance. Pushing for height and density changes without putting the matter on the ballot for voters to decide will likely result in an abrupt conclusion to your political aspirations in San Mateo.

Regards,

Andrew Sevilla

From: Karen S [REDACTED]
Sent: Monday, March 6, 2023 1:36 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>; General Plan <generalplan@cityofsanmateo.org>
Subject: 3/6/23 City Council Meeting - General Plan feedback

Dear City Council,

Please consider the following as you make your General Plan decisions and approach Measure Y:

I believe it's unnecessary to skirt Measure Y to meet housing goals. You have been able to meet housing goals (and more) under the guidelines of Measure Y.

We don't need the same amount of building that we once did due to Covid. People are working differently and not necessarily living near their work due to the expansion of work-from-home programs and Zoom meetings, etc. We need to take all that into consideration before powering ahead to meet a need that may not be there.

If we expand height limits, density bonuses will push them up even farther. Please do not allow our city to go in that direction.

Measure Y protections help ensure the minimum amount of affordable housing is built. Skirting Measure Y will enable skirting this minimum as well.

A majority of the city voted for Measure Y. Even though state law has attempted to curtail local measures, it's critical that you as our city representatives attend to local concerns as we are your constituency that you took an oath to serve. It's critical that the city attends to the needs of current San Mateo residents and homeowners as that is who you are representing, not residents of other cities who voice their concerns or future residents.

Please take measures to ensure that Measure Y will be protected and adhered to in the General Plan.

Thank you.

Respectfully,
Karen Sid



Land Use Heights and Densities, and Measure Y

March 6, 2023



General Plan Team

» City of San Mateo

- Zachary Dahl, Deputy Director
- Manira Sandhir, Planning Manager
- Somer Smith, Associate Planner
- Vinson Kwan, Assistant Planner
- Bethany Lopez, Senior Engineer
- Mary Way, Administrative Assistant

» Technical Advisory Committee

- Over 40 staff members from all City departments and SMCFD

» Consultants

- Joanna Jansen, PlaceWorks
- Carey Stone, PlaceWorks
- Angelica Garcia, PlaceWorks
- Evelia Chairez, PCRC
- Sabina Mora, Good City Co
- Nelson\Nygaard
- Kittelson Associates, Inc.
- Economic & Planning Systems (EPS)
- BKF Engineers



Tonight's Agenda Discussion

- » **Presentation**
- » **Clarifying Questions**
- » **Public Comment**
- » **Council Discussion and Direction**



Objectives for Tonight

» Overview of:

- General Plan Update densities and heights
- Measure Y alignment with General Plan Update
- Land use policy or program revisions that should be incorporated into the General Plan Update

» Receive public comments

» City Council discussion and direction on:

- General Plan Update height ranges
- How Measure Y is incorporated in the General Plan Update and a future ballot initiative to update Measure Y
- Other policies or programs/actions that should be considered for the General Plan Update

Project Overview

General Plan: Vision Statement

San Mateo is a vibrant, livable, diverse, and healthy community that respects the quality of its neighborhoods, fosters a flourishing economy, is committed to equity, and is a leader in environmental sustainability.

Our Values:


Diversity
Balance
Inclusivity
Prosperity
Resiliency

General Plan Milestones

Timeframe	Task
Fall - Winter 2018	Establish communitywide vision for 2040
Spring - Summer 2019	Identify study areas <ul style="list-style-type: none">• Developed with an awareness of Measures P and Y• Study areas did not include any Single-Family Residential areas
Fall 2019	Create a range of land use alternatives
Winter 2019 - Summer 2021	Finalize draft land use alternatives
Fall 2021 - Summer 2022	Select a preferred land use and circulation scenario
Summer - Fall 2022	Prepare draft goals, policies, and actions (GoPAs)

Where Are We Now and What's Next?



Community Outreach and Engagement

Community Engagement

» Outreach events from 2018 to 2022 include:

- 23 community workshops
 - 2 youth events
 - 3 Spanish language events
- 26 pop-up events
- 5 online activities
- 2 newsletters mailed to every San Mateo household
- 16+ Staff presentations to community groups
- Focused outreach by PCRC at: Beresford Community Center, Mi Rancho Market, Los Primos Taqueria, Video Loco, North B Street, bus stops, food distribution sites, churches, laundromats, COVID testing sites, etc.



2022 Communitywide Survey

- » Too little housing is available that is affordable to middle-income and low-income families
- » Important planning factors: adequate water supply, preserving open space and creating new parks, minimizing vehicle trips and traffic congestion, creating pedestrian-friendly areas, and minimizing pollution and greenhouse gas emissions
- » Least important planning factors: keeping building heights low and minimizing the number of new units added to single-family neighborhoods
- » Support for buildings up to 8 or 12 stories to reserve more land for parks, recreation areas, and community amenities and minimize change to existing neighborhoods

Future City Council Meetings on General Plan

» **Fall 2023 – Draft General Plan**

- Three City Council meetings

» **Late 2023/early 2024 – Adoption Hearings**

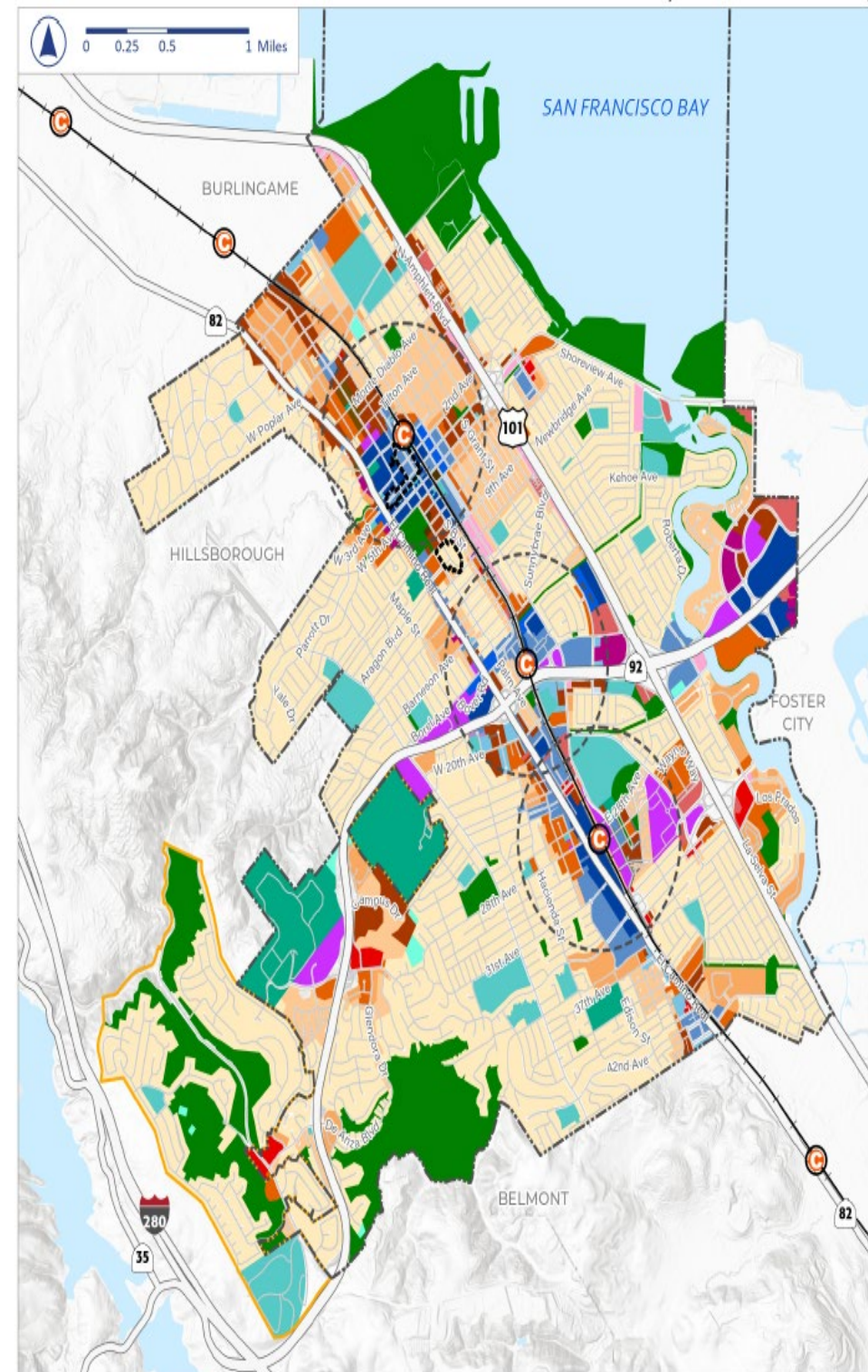
- Up to three City Council meetings

2040 Proposed General Plan Heights and Densities

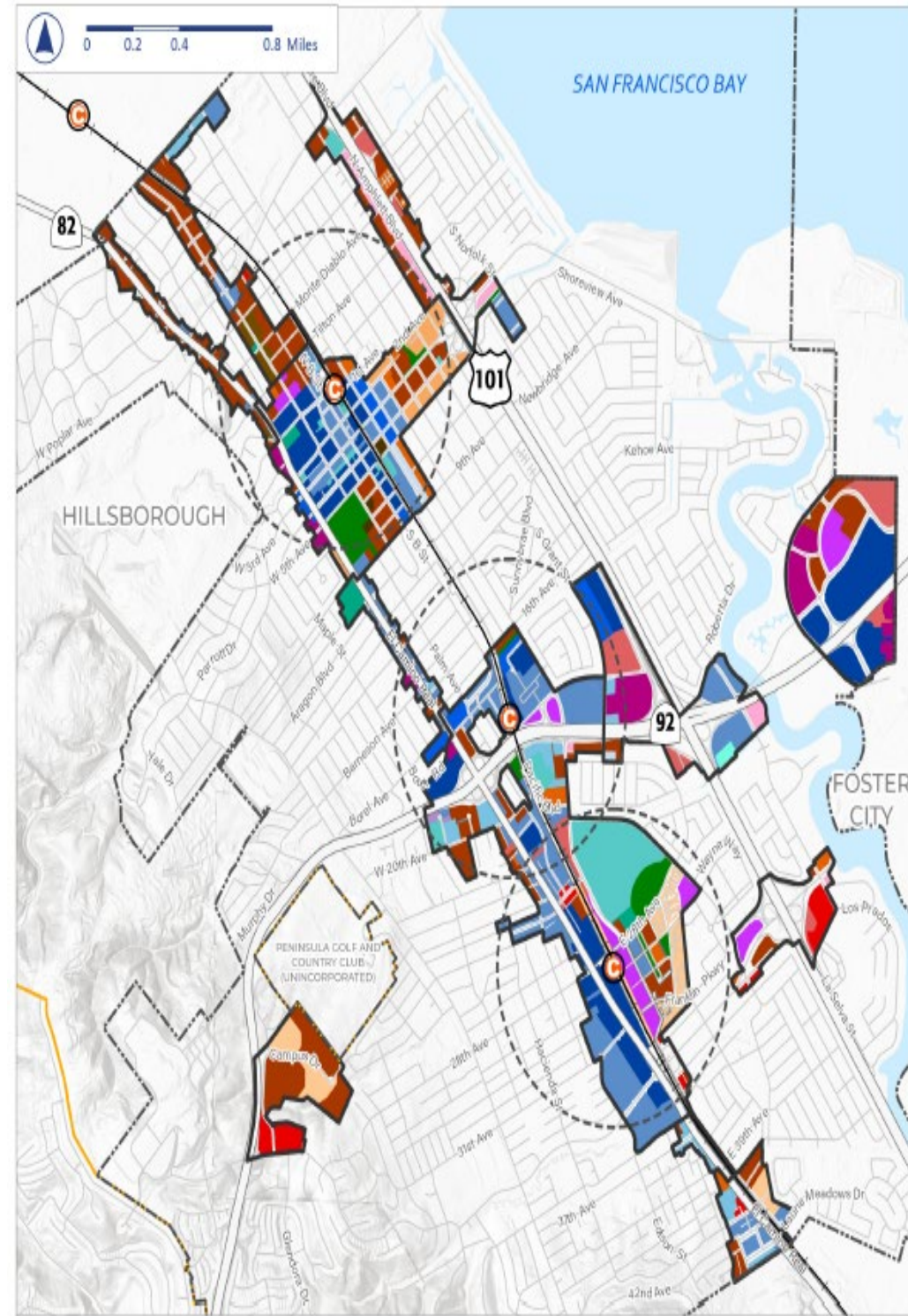
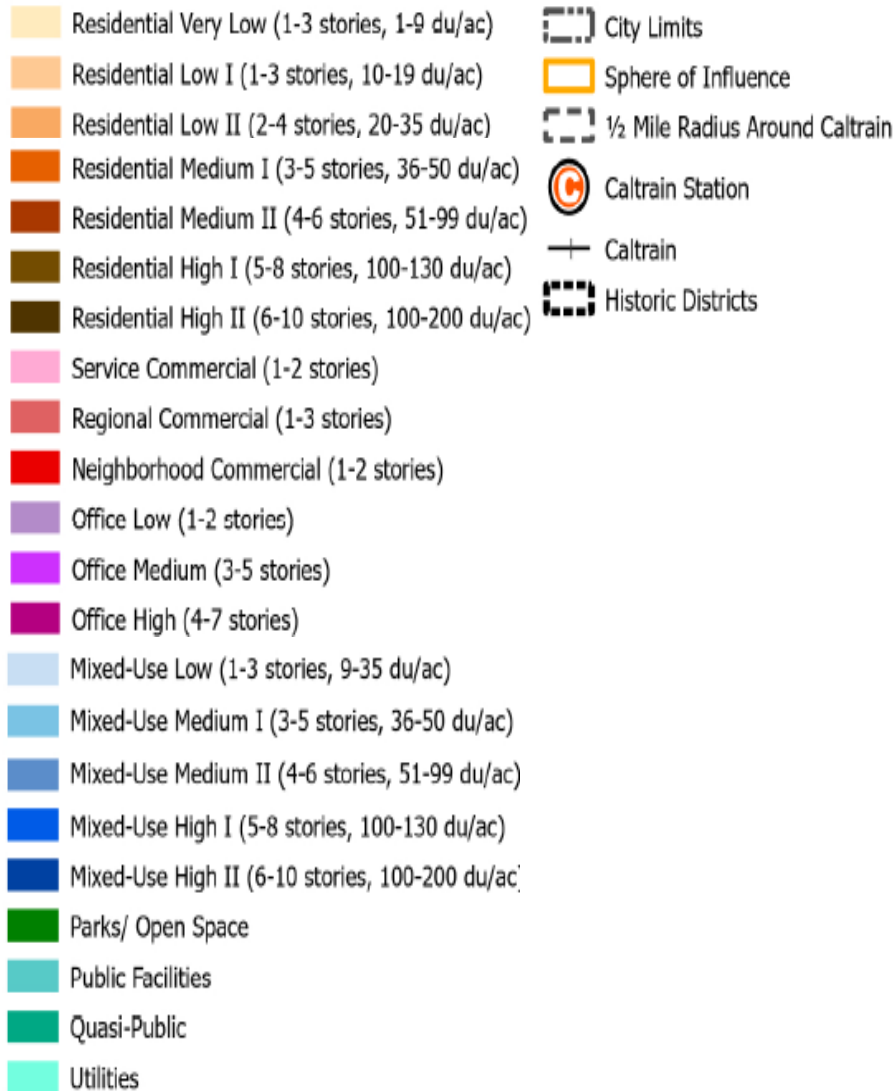
Draft Land Use Map

- Residential Very Low (1-3 stories, 1-9 du/ac)
- Residential Low I (1-3 stories, 10-19 du/ac)
- Residential Low II (2-4 stories, 20-35 du/ac)
- Residential Medium I (3-5 stories, 36-50 du/ac)
- Residential Medium II (4-6 stories, 51-99 du/ac)
- Residential High I (5-8 stories, 100-130 du/ac)
- Residential High II (6-10 stories, 100-200 du/ac)
- Service Commercial (1-2 stories)
- Regional Commercial (1-3 stories)
- Neighborhood Commercial (1-2 stories)
- Office Low (1-2 stories)
- Office Medium (3-5 stories)
- Office High (4-7 stories)
- Mixed-Use Low (1-3 stories, 9-35 du/ac)
- Mixed-Use Medium I (3-5 stories, 36-50 du/ac)
- Mixed-Use Medium II (4-6 stories, 51-99 du/ac)
- Mixed-Use High I (5-8 stories, 100-130 du/ac)
- Mixed-Use High II (6-10 stories, 100-200 du/ac)
- Parks/ Open Space
- Public Facilities
- Quasi-Public
- Utilities

- City Limits
- Sphere of Influence
- 1/2 Mile Radius Around Caltrain
- C Caltrain Station
- Caltrain
- Historic Districts



Draft Land Use Map by Study Area



Proposed Land Use Heights and Densities

Land Use Intensity	Height Range	Density Range	Consistent with Measure Y?
Very Low	1 to 2 stories	1 to 9 units per acre	Yes
Low I	1 to 3 stories	10 to 19 units per acre	Yes
Low II	2 to 4 stories	20 to 35 units per acre	Yes
Medium I	3 to 5 stories	36 to 50 units per acre	Yes
Medium II	4 to 6 stories	51 to 99 units per acre	No
High I	5 to 8 stories	100 to 130 units per acre	No
High II	6 to 10 stories	100 to 200 units per acre	No

Density and Height Range Recommendations




» Started with the Place Types Menu

- Tool to facilitate discussion during the Alternatives Evaluation – a menu of land use typologies that could be considered for development in the City

» Presented a range of possible densities, heights and scales

» Transitioning Place Types to Land Use Designations

- Defining parameters for height and density

REF	CATEGORY	PHOTO/ILLUSTRATION
RESIDENTIAL		
	Single Family – 1-2 story, detached homes including "in law" units (also known as ADU's) – Up to 9 units per acre	
	Residential Low – 1-3 story, attached homes including townhomes, duplexes, triplexes, and fourplexes – 9 to 39 units per acre	
	Residential Medium – 4-7 story buildings including condominiums and apartments – 40 to 99 units per acre	
	Residential High – 8+ story buildings including multi-story condominiums and apartments. – 100 to 200 units per acre	

1 | DRAFT ALTERNATIVES | OPEN HOUSE

Density Range Recommendations

» Increased land use categories

- Increase categories from 3 to 7 to allow for density/intensity transitions between areas and neighborhoods

» Very Low range: 1-9 units/acre

- Aligns with R1 neighborhoods

» Low range: 10-19 and 20-35 units/acre

- Aligns with R2 and R3 zones

» Medium range: 36-50 and 51-99 units/acre

- Medium I aligns with Measure Y and provides transitions from Low
- Medium II only located in study areas

» High range: 100-130, and 100-200 units/acre

- Only located in proximity to transit or in key areas identify by community/Council

Height Range Recommendations

» **Very Low range: 1-2 stories**

- Adjusted to 1-3 stories to better align with existing conditions

» **Low II/Medium I range: 2-5 stories**

- New transitional category to avoid any density reductions

» **Medium II range: 4-6 stories**

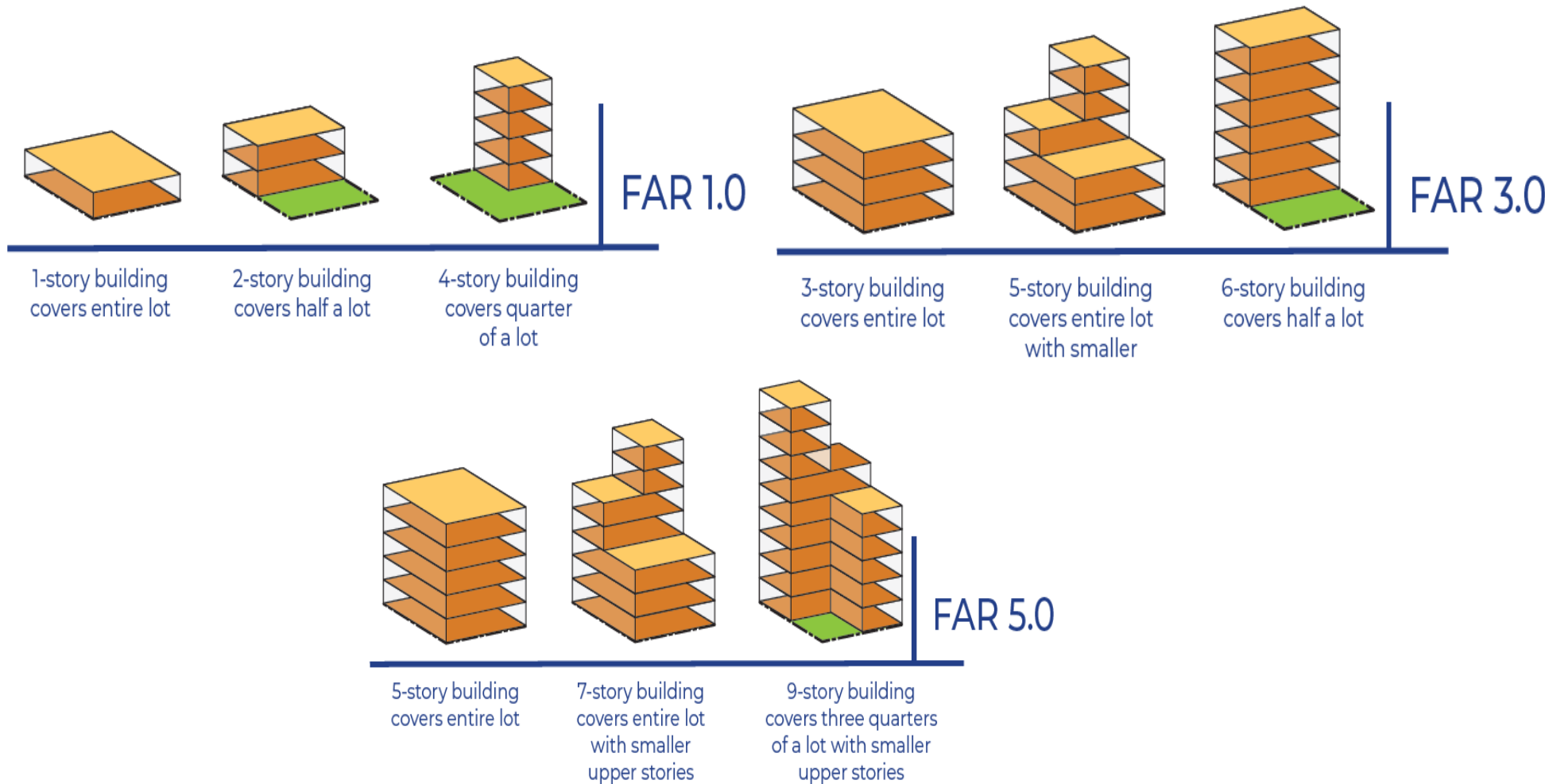
- Adjusted to align with community input while still ensuring density range is feasible and achievable

» **High range: 5-10 stories**

- No max identified in Alternatives Evaluation
- 2022 Community Survey asked about buildings up to 12 stories

Relationship Between Site Design and Height

FLOOR AREA RATIO (FAR)



Basis for Recommendations

» Increased density within the Study Areas allows for:

- Increased amount of affordable housing that can be produced in San Mateo
- Ability for City to meet current and future RHNA's with few sites
- Focuses growth around transit and reduces Vehicle Miles Traveled (VMT)
 - Limits traffic and circulation impacts to local neighborhood streets
- Avoids the need to upzone low density (R1) neighborhoods

» Increased height within the Study Areas allows for:

- Increased opportunities for open space with new development
- Improved building design by increasing design flexibility and avoiding the need to fill an entire site to achieve needed density

Zoning Code Update

- » City will update Zoning Code following General Plan adoption
- » Zoning Code districts will further refine the allowed densities, FAR, and height
- » Not all Districts need to allow the max height allowed by the General Plan



Zoning Code Update - Timing

» Following adoption of the General Plan, Zoning Code will need to be updated

- Includes Zoning Code amendments and updated Zoning Map to align with General Plan
- Could take 1-2+ years to complete, depending on final version of General Plan
- Will include community outreach and engagement and direction from Planning Commission before City Council consideration
- General Plan Implementation Plan will be developed following adoption

Density Bonus

» Land Use Designations

- Set the ranges and maximums

» Zoning Code

- Sets specific densities, height limits and other site standards within the ranges established by the General Plan

» State Density Bonus Allows for projects that provide certain amounts of affordable housing to build more units and exceed limits set by Zoning

- Density Bonus – projects can, if requested, exceed density limit by up to 50%
- Concessions/Incentives – projects can request height increases, setback reductions, FAR increases, or other Zoning Code relief

» Density Bonus does not directly apply to the General Plan

Density Bonus (cont.)

- » **Height ranges in the General Plan were reduced to account for Density Bonus and Community Benefits**
- » **Place Types Menu**
 - Medium – 4-7 stories
 - High 8+ stories (Community Survey polled on 8-12 stories)
- » **Recommended Land Use Designations**
 - Medium I – 3-5 stories
 - Medium II – 4-6 stories
 - High I – 5-8 stories
 - High II – 6-10 stories

Measure Y Alignment

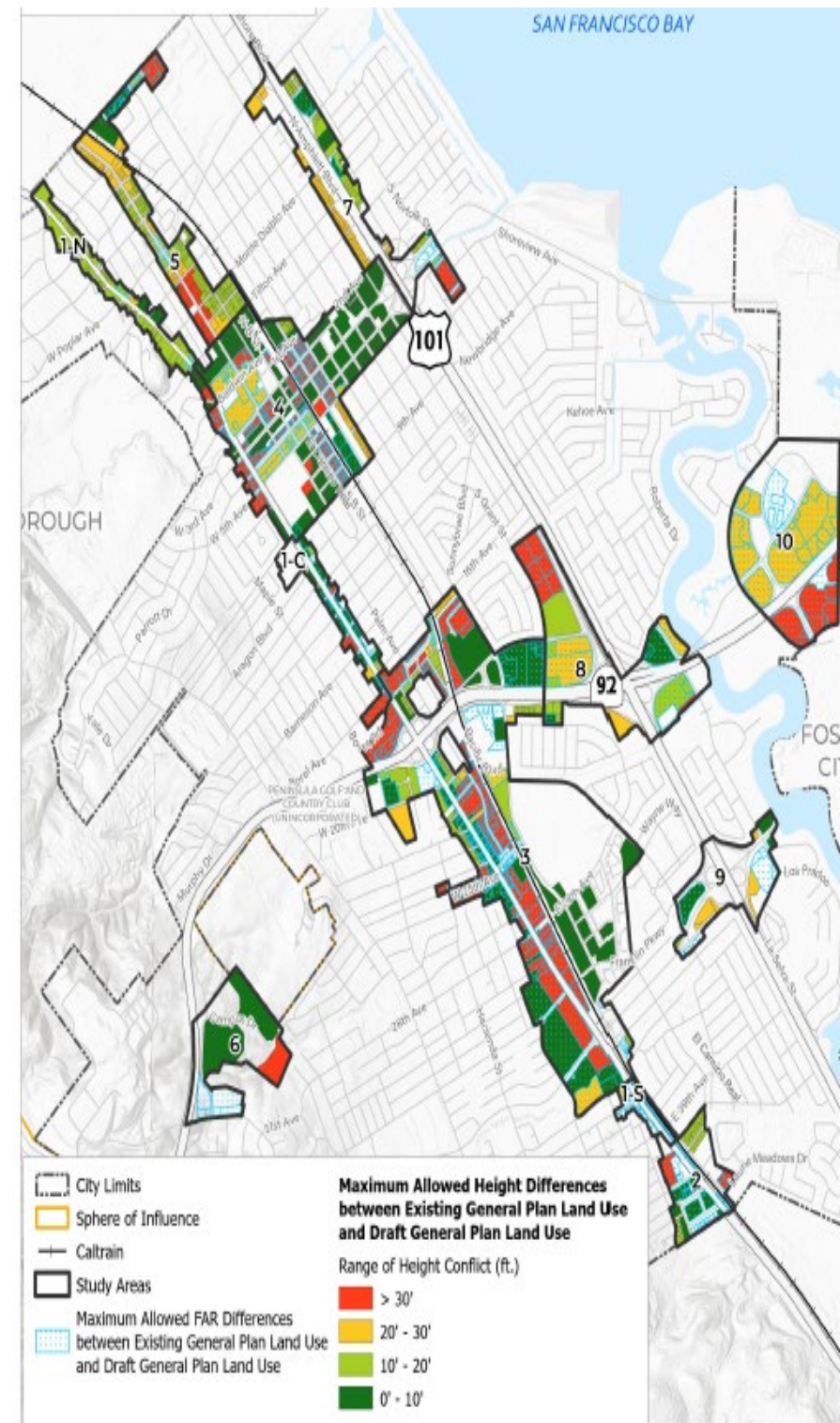
Relationship to Measure Y

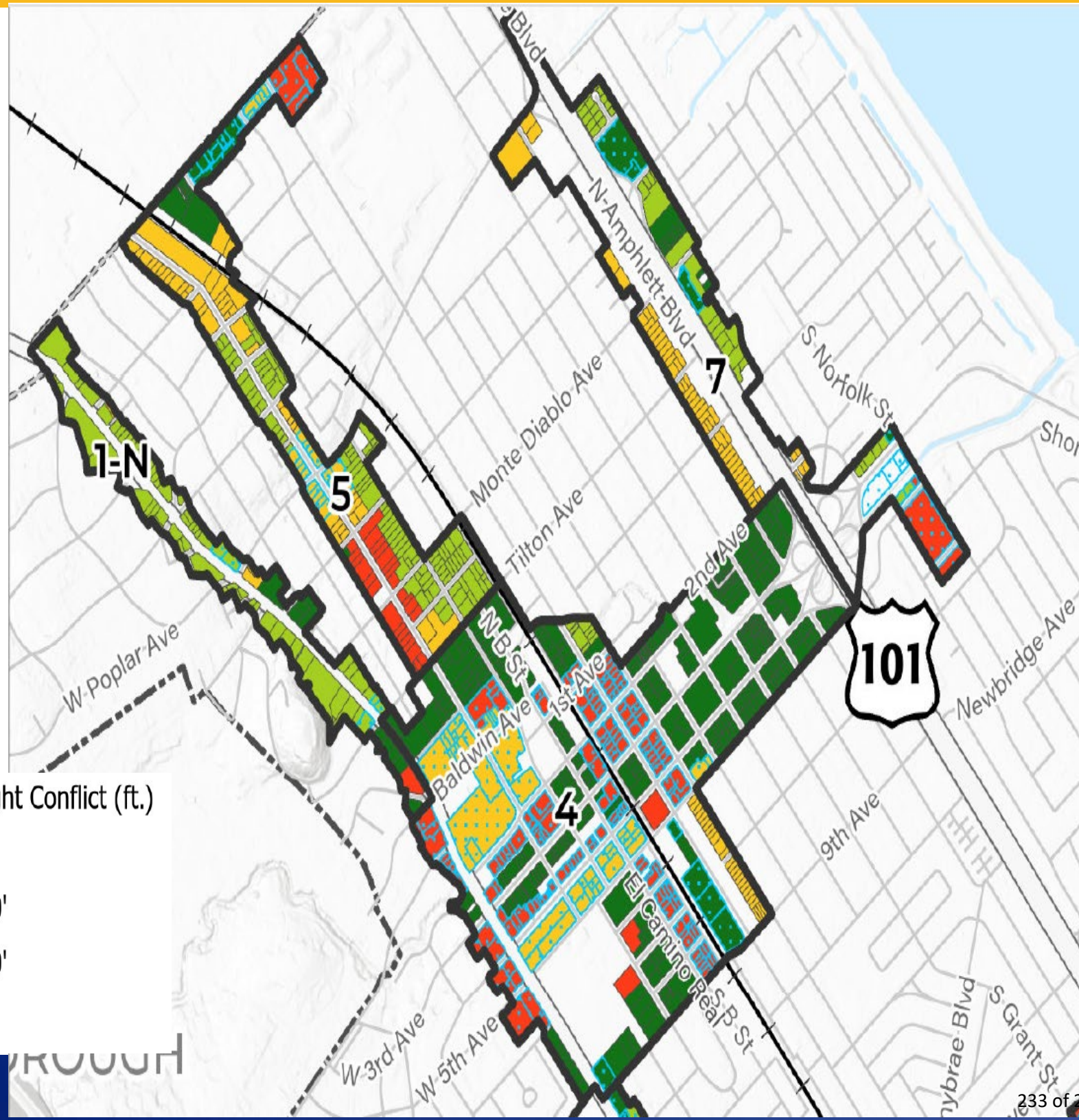
- » **Measure Y is a ballot measure passed by the voters in November 2020**
- » **Retained the height and density limits from Measure P**
 - Sunset date of 2030
- » **Measure Y includes a height limit of up to 55 feet and a density limit up to 50 dwelling units per acre**
 - Height limit allows for exceptions in certain locations and under certain circumstances
 - State Density Bonus law allows projects to exceed both limits when affordable units are provided
- » **Any components within the updated General Plan that are inconsistent with Measure Y will require voter approval before they could take effect**

Draft General Plan and Measure Y Alignment

» Designations that exceed Measure Y limits:
Residential and Mixed Use Medium II, High I
and High II and Office High

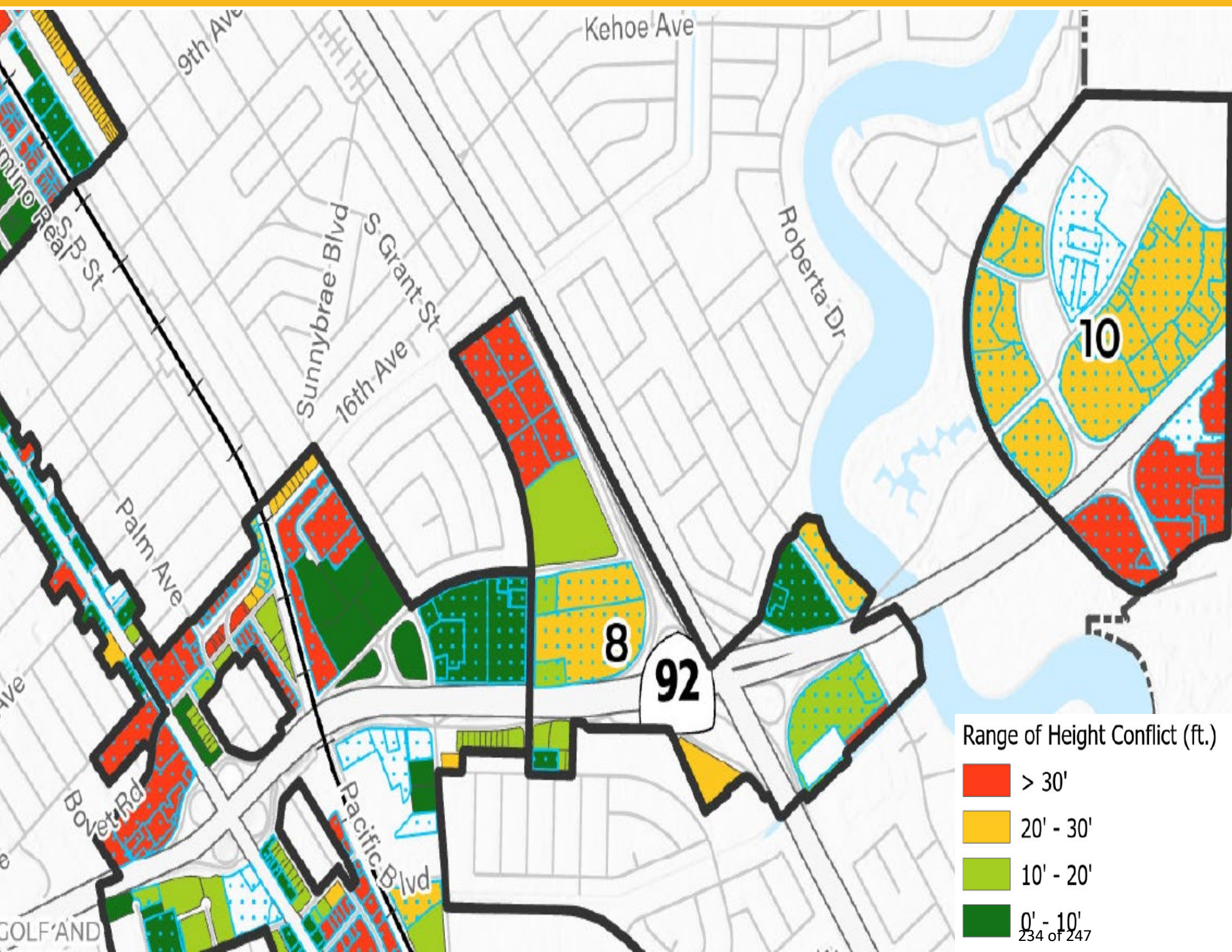
- Only occurs within study areas
- Generally located near Caltrain stations, El Camino Real corridor, and Bridgepointe Shopping Center





Range of Height Conflict (ft.)

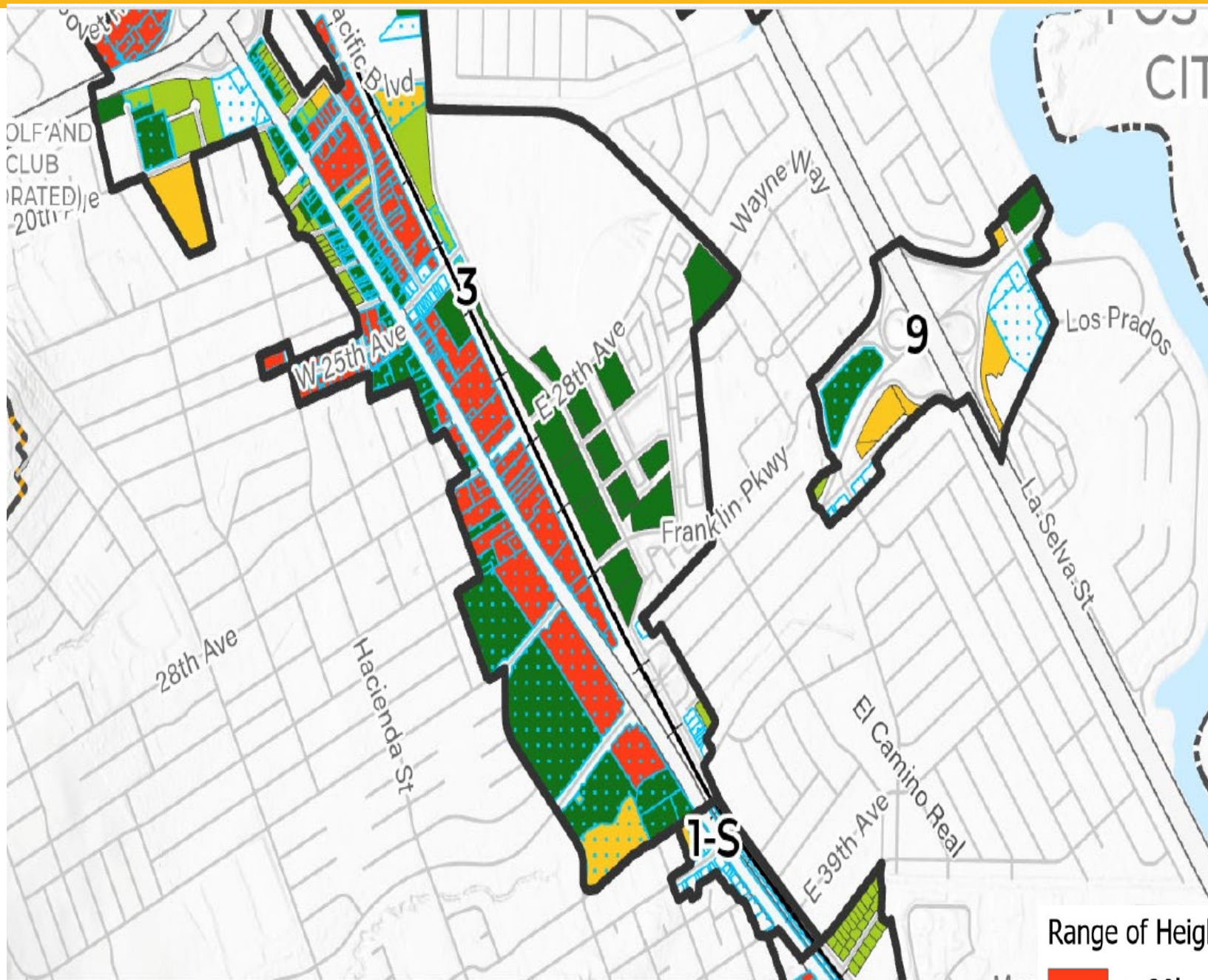
- > 30'
- 20' - 30'
- 10' - 20'
- 0' - 10'



Range of Height Conflict (ft.)

- > 30'
- 20' - 30'
- 10' - 20'
- 0' - 10'

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Maximum Allowed Height Differences between Existing General Plan Land Use and Draft General Plan Land Use

Measure Y Alignment with Draft General Plan

- » **Draft General Plan would continue to apply Measure Y requirements until:**
 - Measure sunsets; or
 - Voters provide different direction
- » **Public Review Draft General Plan would include Measure Y as an appendix, but specific text would not be incorporated into the Land Use Element**
- » **Measure Y would be implemented by this policy:**

Voter Approved Growth Limits. As required by law, for the duration that Measure Y is in effect, any inconsistency between the measure and other provisions of the General Plan's Land Use Element shall default to the provisions specified in Measure Y.
- » **Reference to Measure Y will be added to each land use designation**

Measure Y Alignment Timeline

- » **January 2024 – Council considers Final EIR and General Plan for adoption**
- » **Spring 2024 – Council reviews ballot language and resolution**
- » **November 2024 – voters consider Measure Y related ballot measure**

Other Draft General Plan Policies or Programs/Actions

Additional General Plan Policy Direction

- » **Council input from last fall (GoPAs) and this past January (Housing Element adoption) resulted in following additions:**
 - **(Policy) Apprenticeship Programs.** Encourage employers within San Mateo, especially building and construction companies, to evaluate implementing apprenticeship training programs that provide on-the-job training.
 - **(Policy) Local Hiring and a Living Wage.** Encourage developers and contractors to evaluate hiring local labor and providing living wages within the City of San Mateo.
 - **(Action) First Source Hiring.** Explore the feasibility of establishing a First Source Hiring Program that encourages developers and contractors to make best efforts to hire new employees, workers, and subcontractors that are based in San Mateo County.
 - **(Action) Living Wage Incentives.** Maintain provisions in the Affordable Housing Commercial Linkage Fee that offer fee reductions to developers who voluntarily enter into Area Standard Wage Participation Agreements with the City.
- » **These policies/actions are draft and can be revised and/or updated**
- » **Other topics to address?**

Council Meeting Public Comments

- » **72 written comments received between March 2nd and 6th (as of 2pm)**
- » **Expressions of support to maintain Measure Y height and density limits and to revise Measure Y to allow for increased housing production**
- » **Interest in more community outreach and engagement on this topic**

City Council Discussion and Direction

City Council Discussion and Direction

- » **Confirm that the proposed height ranges associated with each land use designation are appropriate to include in the Public Review Draft General Plan.**
- » **Confirm direction on General Plan alignment with Measure Y and a future ballot initiative to update Measure Y.**
- » **Provide input, if desired, on other policies or programs/actions in the General Plan Update, including the Housing Element, that should be evaluated for potential updates or revisions.**



Thank You



Clarifying Questions?

Public Comment

City Council Discussion

City Council Discussion and Direction

- » **Confirm that the proposed height ranges associated with each land use designation are appropriate to include in the Public Review Draft General Plan.**
- » **Confirm direction on General Plan alignment with Measure Y and a future ballot initiative to update Measure Y.**
- » **Provide input, if desired, on other policies or programs/actions in the General Plan Update, including the Housing Element, that should be evaluated for potential updates or revisions.**