

CITY OF SAN MATEO
City Council Regular Meeting
October 16, 2023
7:00 PM

City Hall Council Chamber
Entrance is on O'Farrell Street



COUNCIL MEMBERS

Amourance Lee
Lisa Diaz Nash
Robert Newsom Jr.
Adam Loraine
Rich Hedges

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: [October 16, 2023 Zoom Meeting](#)

To join via telephone: (408) 638-0968

Webinar ID: 865 4669 0248 Passcode: 330155

**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.**

CALL TO ORDER

Pledge of Allegiance

Roll Call

CEREMONIAL

1. Chris Eckert – Title Sponsor Music in the Park – Proclamation
2. Domestic Violence Awareness Month – Proclamation
3. Fire Prevention Week – Proclamation

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.

4. City Council Meeting Minutes – Approval

Approve the minutes of the special and regular meetings of September 18, 2023 and October 2, 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).)

5. Park and Recreation Commission - Eligibility List Appointments

Fill two vacancies on the Park and Recreation Commission with appointments from the established eligibility list as follows: Regina Trapp to a partial term ending June 10, 2027 and Peter Wicher to a partial term ending June 10, 2026.

CEQA: This appointment 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. City Manager's Office and Community Development Department – Classification and Job Specification Updates

Adopt a Resolution to approve the 1) revisions to the job specifications for the classifications of Assistant City Manager, Senior Code Enforcement, Senior Planner and Plan Check Supervisor; 2) movement of the vacant Communications and Public Relations Analyst position in Public Works Department to the City Manager's Office; and 3) reallocation of the vacant Development Review Technician I-II to a Senior Development Review Technician.

CEQA: These classification updates and job specification revisions are exempt from CEQA review because it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment. (CEQA Guidelines Section 15061(b)(3).)

7. Benefits Broker Services – Agreement

Approve an agreement with Keenan and Associates for benefits broker services for a term beginning November 1, 2023 through October 31, 2028, in the cumulative amount of \$160,000, and authorize Human Resources Director to execute the agreement in substantially the form presented.

CEQA: This agreement is not a project subject to CEQA, because it can be seen with certainty that it will not cause a physical change in the environment. (Public Resources Code Section 21065.)

8. Main Library Interior Painting Phase 1 – Contract

Adopt a Resolution approving an alternative purchasing procedure to award a construction contract to Angeles Contractor, Inc. to paint the Main Library in the amount of \$435,648.48; establish a contingency reserve in the amount of \$14,000; and authorize the Public Works Director to execute the contract in substantially the form presented and issue change orders within the contingency amount.

CEQA: This project is categorically exempt from CEQA as an "existing facility," because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. (CEQA Guidelines Section 15301.)

9. Beresford Tennis Court Resurfacing – Appropriation and Construction Contract

Adopt a Resolution to appropriate \$180,000 from the Capital Project Fund reserve to fund the Beresford Tennis Court Resurfacing project; approve an alternative purchasing procedure to award a construction contract to Angeles Contractor, Inc. in the amount of \$160,193.67; establish a contingency reserve in the amount of \$16,000 for a total amount not to exceed \$176,193.67; and authorize the Public Works Director to execute the contract in substantially the form presented and issue change orders within the contingency amount.

CEQA: This project is categorically exempt from CEQA as an "existing facility," because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. (CEQA Guidelines Section 15301.)

10. Clean Water Program – Program Management Amendment

Approve Amendment No. 9 to the agreement with CH2M Hill Engineers, Inc. to authorize scope and funding for the tenth year of program management services for the Clean Water Program; authorize payment in an amount not to exceed \$7,447,151; establish a contingency amount of \$1,487,000; amend the term to extend through

June 30, 2026; and authorize the Public Works Director to execute this amendment and task amendments within the contingency amount in substantially the form presented.

CEQA: Council approval of Amendment No. 9 to the Agreement between the City and CH2M is exempt from CEQA review because entering into a professional services agreement amendment for continued program management can be seen with certainty that there is no possibility that the amendment may have a significant effect on the environment. (CEQA Guidelines section 15061(b)(3).)

11. Utility Truck Purchases – Purchase Contracts

Adopt a Resolution to approve an alternative purchasing procedure to award two (2) contracts to Mission Valley Ford Truck Sales, Inc. for the purchase of two (2) new 2023 Ford F350 utility trucks in a total amount not to exceed \$158,999.19; to award a contract to Salinas Valley Ford Truck Sales, Inc. for the purchase of two (2) new 2023 Ford F350 utility trucks in a total amount not to exceed \$155,781.69; establish a contingency reserve of \$15,000.00 for each supplier; and authorize the Public Works Director to execute the purchase contract in substantially the form presented and issue change orders within the contingency amounts.

CEQA: This purchase 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.

PUBLIC HEARING

City Council action on the following public hearing(s) represents a final decision concluding all administrative proceedings. Judicial review may be had only if a petition is filed with the Court not later than the 90th day following the date the decision is made. Judicial review of environmental determinations may be subject to a time period for litigation as short as 30 days following the date the decision is made.

12. Community Flood and Storm Protection Fee Public Hearing and Potential Mail Balloting

Conduct a public hearing, and if there is a determination that a majority protest does not exist, adopt a Resolution directing Staff to conduct a ballot proceeding for the proposed Community Flood and Storm Protection Fee, a property-related fee conforming to Article XIII D, Section 6 of the California Constitution.

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).)

OLD BUSINESS

13. Draft General Plan 2040 – Circulation; Public Services and Facilities; and Safety Elements

Receive an informational overview of the Draft General Plan 2040, take public comments and provide direction on Circulation Element, Public Services and Facilities Element, and Safety Element.

CEQA: In accordance with Public Resources Code section 21065, the City Council's direction on Draft General Plan 2040 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. The Draft Environmental Impact Report (DEIR) for the General Plan Update was published on August 11, 2023. The DEIR 45-day public comment started on August 11, 2023 and ended on

September 25, 2023. A Final EIR will be prepared and presented to the City Council for certification prior to any formal decisions on General Plan 2040.

14. Citywide Complete Streets Plan – Update

Receive an update on the San Mateo Citywide Complete Streets Plan and provide feedback.

CEQA: This project update 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).) An environmental analysis of the final Complete Streets Plan will be completed prior to adoption.

NEW BUSINESS

15. City Manager, City Attorney, Department Head and Deputy Director Compensation Plan – Amendment

Adopt a Resolution to amend the Compensation Plan to include salary increases for Assistant City Manager, effective October 29, 2023.

CEQA: This 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).)

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: 4

Section Name: CONSENT CALENDAR

Account Number: 10-151:

File ID: 23-8068

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: City Clerk's Office
MEETING DATE: October 16, 2023
SUBJECT:
City Council Meeting Minutes – Approval

RECOMMENDATION:

Approve the minutes of the special and regular meetings of September 18, 2023 and October 2, 2023.

BUDGET IMPACT:

There is no budget impact associated with this administrative action.

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 2023-09-18 Special
Att 2 – Minutes 2023-09-18 Regular
Att 3 – Minutes 2023-10-02 Special
Att 4 – Minutes 2023-10-02 Regular

STAFF CONTACT

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

COUNCIL MEMBERS
Amourance 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

September 18, 2023
City Hall Council Chambers 5:30 PM
Special Meeting

CALL TO ORDER at 5:30 p.m.

Roll Call

Present: Mayor Lee, Council Members: Hedges, Loraine and Newsom

Deputy Mayor Diaz Nash teleconferenced from: the Sheraton Hanoi Hotel, K5 Nghi Tam, 11 Xuan Dieu Road, Tay Ho District Hanoi, Vietnam

CLOSED SESSION

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

1. Conference with Labor Negotiators (Government Code Section 54957.6)
City designated representatives: Stacey Cue, Teresa Abrahamsohn, Karen Huang, and Yumi Maeda
Employee Organization: San Mateo Safety Management Association
2. Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9) Name of Case: Amitava Biswas v. City of San Mateo, San Mateo Superior Court Case No.: 23-CIV-04046

The City Council reconvened into open session at 6:41 p.m.

STUDY SESSION

3. Boards and Commissions – 2023 Demography Study

The meeting adjourned at 6:50 p.m. to convene the Regular Meeting. This special meeting reconvened at 7:58 p.m. to Study Session Item #3.

Martin McTaggart, Deputy City Clerk, provided a presentation reviewing the 2023 Commissioner Demography Study results. Council asked questions of staff.

Public Comment – Owen Day stated his support of increasing diversity on boards & commissions, especially socio-economically.

Council provided feedback on the survey results, expressed their concerns, and gave suggestions, including capturing greater demographic information from applicants, raising the profile of the work performed by Boards and Commissions, and partnering with community organizations. City Clerk's Office staff will review all suggestions provided by Council for feasibility of implementation.

ADJOURNMENT –The meeting adjourned at 9:07 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

September 18, 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, Council Members: Hedges, Loraine and Newsom

Deputy Mayor Diaz Nash teleconferenced from: the Sheraton Hanoi Hotel, K5 Nghi Tam, 11 Xuan Dieu Road, Tay Ho District Hanoi, Vietnam

CEREMONIAL

1. Fish Market Day – Proclamation - Simon Johnson, General Manager, received the proclamation.
2. Home Maintenance Awards - Thomas Morgan, San Mateo United President, gave a presentation and certificates were presented.

CONSENT CALENDAR

The following items, 3 through 5, 7 through 8, and 10 through 19, were considered to be routine by the City Council. Item 6 was removed to be considered separately. Item 9 was pulled by staff for future consideration. 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: Newsom

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

Noes: None

3. City Council Meeting Minutes - Approval
Approve the minutes of the special and regular meetings of September 5, 2023.
4. Tobacco Retailer Permit Amendments – Ordinance Adoption
Adopt an Ordinance to amend San Mateo Municipal Code Chapter 7.41 "Tobacco Retailer Permit" to consolidate and clarify existing definitions and enact additional requirements for tobacco retailer permits.

Enactment: Ordinance No. 2023-07
5. Zoning Code Amendment for Planning Application Extensions – Ordinance Adoption
Adopt an Ordinance to amend the San Mateo Municipal Code Chapter 27.08.087 "Planning Approval Extension" to allow for extensions of approved planning applications for up to two years; and determine the amendment is exempt from further environmental review pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3).

7. Wastewater Treatment Plant: Grit, Rag, and Scum Hauling and Disposal – Agreement

Approve an agreement to Compactor Management Company, LLC for Wastewater Treatment Plant grit, rag, and scum hauling and disposal in the amount of \$156,100; establish a contingency reserve of \$15,610; and authorize the Public Works Director to execute the contract in substantially the form presented and issue change orders within the contingency reserve.

8. Central Park Tennis Court Garage Structural Improvements – Contract

Adopt a Resolution to approve an alternative purchasing procedure to award a construction contract to Angeles Contractor, Inc. for structural improvements to the Central Park Tennis Court Garage in the amount of \$241,870.66; establish a contingency reserve in the amount of \$25,000; 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. 99 (2023)

10. 41st Ave/Pacific Blvd Trash Capture Project – Agreement and Appropriation

Adopt a Resolution to approve a cooperative agreement with Caltrans; accept and appropriate funding from Caltrans in the amount of \$630,000 for the design and construction of the 41st Ave/Pacific Blvd Trash Capture Project; and authorize the Public Works Director to execute the agreement in substantially the form presented.

Enactment: Resolution No. 100 (2023)

11. Deferred Compensation Program – Agreement

Approve two agreements with Voya Retirement Insurance and Annuity Company Plan for Retiree Health Reimbursements Services at no additional cost.

12. Racial Equity Art Project – Revised Agreement

Approve an agreement with Rafael Blanco LLC for the Racial Equity Art Project to be painted on the Pedestrian Mall in an amount not to exceed \$200,000 and authorize the City Manager to execute the agreement in substantially the form presented.

13. Liquidambar Street Tree Pruning – Agreement

Approve an agreement with Arboricultural Specialties, Inc., dba Professional Tree Care Co., for Liquidambar Street Tree Pruning in the amount of \$167,960.00; authorize a 10% contingency of \$16,796.00, for a total amount not to exceed \$184,756; and authorize the Director of Parks and Recreation to execute the agreement in substantially the form presented and issue change orders within the contingency amount.

14. San Mateo County Gang Intelligence Unit – Agreement

Approve an agreement with the County of San Mateo to assign one San Mateo Police Sergeant to the San Mateo County Gang Intelligence Unit for a reimbursement amount not to exceed \$120,000 for the 2024 Fiscal Year; and authorize the Chief of Police to execute the agreement in substantially the form presented.

15. Community Wellness and Crisis Response Team Mental Health Partnership – Agreement

Adopt a Resolution to appropriate \$40,890 to the Police Department's fiscal year 2023-2024 operating budget; approve an agreement with the County of San Mateo and City of Foster City for provision of shared mental health crisis response services in an estimated amount of \$104,065; and authorize the Chief of Police to execute the agreement in substantially the form presented.

Enactment: Resolution No. 101 (2023)

16. 2022-23 Consolidated Annual Performance and Evaluation Report – Adoption

Adopt the Consolidated Annual Performance and Evaluation Report for submission to the Department of Housing and Urban Development.

17. Collaborative Solutions, LLC Enterprise Planning System Implementation Services and Workday Delivery Assurance – Supplemental Budget Appropriation and Change Orders

Adopt a Resolution to approve a supplemental budget appropriation of \$780,580 of unassigned fund balance from the Equipment Replacement Fund to increase the budget for the Enterprise Resource Planning Software Project; approve Change Order No. 5 and Change Order No. 6 to the master services agreement with Collaborative Solutions, LLC for enterprise resource planning system implementation services in the amount of \$760,900, for a new agreement total of \$4,142,665; approve a Change Order to the master subscription agreement with Workday, Inc. for delivery assurance services in the amount of \$19,680 for a new agreement total of \$152,755; and authorize the City Manager to execute the Change Orders.

Enactment: Resolution No. 102 (2023)

18. South Bayside Waste Management Authority's Acquisition of Real Property - Approval

Adopt a Resolution approving South Bayside Waste Management Authority's purchase of real property located at 1245 San Carlos Avenue, Suite E, San Carlos, California, to be utilized as SBWMA's administrative offices.

Enactment: Resolution No. 103 (2023)

19. Delegate Authority to the City Attorney to Settle Claims and Litigation – Approval

Adopt a Resolution to increase delegated authority to the City Attorney to settle claims and litigation, and to the City Attorney and City Manager to jointly settle workers' compensation claims and litigation, both from \$30,000 to \$50,000.

Enactment: Resolution No. 104 (2023)

END OF CONSENT CALENDAR

REMOVED FROM CONSENT CALENDAR

6. Delaware Safe Routes to School Corridor – Grant Funding Acceptance

Council Member Rich Hedges pulled this item to ask a question. Interim Public Works Director Brad Underwood stated they will need to do further research. Public Comment – there were no speakers.

The City Manager announced this item would be brought back with additional information at a future meeting. No action was taken at this time.

9. Transit Center Restroom Remodel Project – Appropriation and Contract

This item was removed by staff for future consideration. No action was taken.

PUBLIC COMMENT –

Irena Mavridis and Maria Mavridis commented on the small cell approval process. Yiwei Tang stated her concern with higher radiation from small cell outside her son's window. Thomas Morgan is concerned about 2000 S. Delaware. Diana Rios-Dominguez is concerned with 5G towers and encouraged to not installed them. Maryanne Pauliv is concerned that 5 g. small wireless are deadly and do not put where people live. Diane Whitaker commented on the home maintenance awards indicating an interest in older homes. Henry encouraged the need to stand up to the wireless industry, pass protective wireless ordinances, put in industrial commercial zones and cited court case supporting this. Jordan Grimes wants better cell service; we can do a better job of educating on the environment.

REPORTS AND ANNOUNCEMENTS

City Manager, City Attorney and Council Members reported on their various assignments and liaison roles.

ADJOURNMENT –The meeting adjourned at 7:58 p.m. to reconvene the continuation of the special meeting at 7:59 p.m.

APPROVED BY:

SUBMITTED BY:

Amourence Lee, Mayor

Patrice Olds, City Clerk

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

October 2, 2023
City Hall Council Chambers 6:00 PM
Special Meeting

CALL TO ORDER at 6:00 p.m.

Roll Call

Present: Deputy Mayor Diaz Nash, Council Members: Hedges, Loraine and Newsom

Excused: Mayor Lee, representing San Mateo in Toyonaka, Japan for the 60th anniversary of the Sister City Relationship

STUDY SESSION

1. Commercial Cannabis Ordinance and Permit Options – Discussion

City Manager Alex Kohjikian outlined the purpose of considering a cannabis ordinance. Katie Wysong, Graduate Student Intern, presented background information on the history of considering cannabis in San Mateo and stated the presentation will focus on retail storefronts and delivery retail. Council asked questions of staff.

Public Comment – there were no speakers.

Council consensus was to take a wait and see approach and collect additional data. City Manager Kohijikian recommended to allow for time to get a robust data sampling, the item could be brought back in calendar year 2025 for Council consideration.

ADJOURNMENT –The meeting adjourned at 6:32 p.m.

APPROVED BY:

SUBMITTED BY:

Lisa Diaz Nash, Deputy 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

October 2, 2023
City Hall Council Chambers 7:00 PM
Regular Meeting

CALL TO ORDER at 7:00 p.m.

Pledge of Allegiance

Roll Call

Present: Deputy Mayor Diaz Nash, Council Members: Hedges, Loraine and Newsom

Excused: Mayor Lee, representing San Mateo in Toyonaka, Japan for the 60th anniversary of the Sister City Relationship

CEREMONIAL

1. Breast Cancer Awareness Month – Proclamation, San Mateo Police Chief Ed Barberini received the proclamation.

CONSENT CALENDAR

The following items, 2 through 7, were considered to be routine by the City Council. After the titles of the items were read by the City Clerk, the public was invited to comment and there were two speakers: Diana Petit and Dave Cohen, Ethics San Mateo, commented on item #7, indicating they would like the problem on Humboldt fixed before anything else moves ahead on that project. Motion passed 4-0.

Moved: Loraine, Seconded: Hedges

Ayes: Diaz Nash, Hedges, Loraine, and Newsom

Noes: None

2. Grand Jury Report: "Bike Safety in San Mateo County - Making Bicycling Safer in the County" – Response Letter
Approve a letter responding to the July 10, 2023, San Mateo County Civil Grand Jury report entitled, "Bike Safety in San Mateo County - Making Bicycling Safer in the County" and authorize the Mayor to sign and send the letter on behalf of the City Council.
3. Bermuda Drive Bridge Replacement Project – Amendment
Approve Amendment No. 2 with Biggs Cardosa Associates, Inc. for professional design and environmental services for the Bermuda Drive Bridge Replacement Project in an amount not to exceed \$381,000 for a total agreement amount of \$1,032,874; increase the contingency reserve by \$120,000 for a total contingency amount of \$150,000; extend the term of the Agreement by one year; and authorize the Public Works Director to execute the amendment in substantially the form presented and issue change orders within the contingency amount.
4. Edward Byrne 2023 Justice Assistance Grant Program – Application
Adopt a Resolution to approve the submittal of an application to the United States Department of Justice, Bureau of Justice Assistance, for the Edward Byrne Memorial Justice Assistance Grant Program for the 2023 local solicitation in the amount of \$22,713; and if awarded, appropriate funds to the Police Grants Budget Program and authorize the Chief of Police to execute all required documents.

Enactment: Resolution No. 105 (2023)

5. Private Development and Right-of-Way Support Services – Amendment

Approve Amendment No. 1 to the professional consultant services agreement with CSG Consultants, Inc. for private development and right-of-way support services to increase the agreement amount by \$90,000 for a revised total not-to-exceed amount of \$240,000; and authorize the Public Works Director to execute the amendment in substantially the form presented.

6. General Plan Update – Supplemental Budget Appropriation and Amendment

Adopt a Resolution to appropriate \$227,600 from the Advance Planning Fund to the General Plan Update project; approve Amendment No. 5 to the agreement with PlaceWorks Inc. for the General Plan Update to modify the scope of work and increase the contract amount by \$227,600 for a total not to exceed amount of \$2,845,010 to complete additional tasks, technical evaluations and community outreach activities to support completion of the General Plan Update; extend the term of the agreement through December 31, 2024; and authorize the City Manager to execute the amendment in substantially the form presented.

Enactment: Resolution No. 106 (2023)

7. Delaware Safe Routes to School Corridor – Grant Funding Acceptance

Adopt a Resolution to approve the acceptance of \$1,661,000 of California Transportation Commission Active Transportation Program Cycle 5 grant funding for the Delaware Safe Routes to School Corridor Project.

Enactment: Resolution No. 107 (2023)

PUBLIC COMMENT – Michael Sevillea commented on the VIP registration program at Poplar Creek Golf Course. Michael Ragan, Bereford Hills Neighborhood Association, requested that action be taken on pedestrian safety. Ligia Andrade Zuniga, Latina Leadership Coalition of the Bay Area, spoke about an upcoming event at Sequoia High School.

OLD BUSINESS

8. Draft General Plan 2040 – Community Design and Historic Resources; Conservation, Open Space, and Recreation; and Noise Elements

Zachary Dahl, Community Development Deputy Director, and Joanna Jansen, Placeworks, Consultant, provided a presentation outlining a history and overview of the General Plan regarding specific features and reviewed the upcoming meeting schedule. Council asked questions of staff.

Public Comment – Ken Abreu spoke to conservation of park and recreation. Laurie Watanuki commented on the need for a smaller downtown. Laurie Hietter commented on historic districts. Lisa Vande Voorde spoke in defense of historic resources. Council recessed from 8:25 p.m. to 8:31 p.m.

Public Comment (continued) – Speaking to the item: Cameron Rolfe; Dave Cohen; Michael Weinbauer; Michael Grubb; James Clarke; George; Leonard Frank; Randy Fine; and Jordan Grimes. The city explained the public comment rules and the requirement to stay on topic and approximately twelve additional remote speakers offered off topic comments and were virtually removed from the meeting.

Council consensus was they appreciated and support staff's recommendation with regard to changes to the draft General Plan and elements discussed. Mr. Dahl will take into consideration Council's direction and will bring back to Council for approval later in the process.

REPORTS AND ANNOUNCEMENTS

City Manager, City Attorney and Council Members reported on their various assignments and liaison roles.

ADJOURNMENT –The meeting adjourned in memory of Jerry Weiss at 9:55 p.m.

APPROVED BY:

SUBMITTED BY:

Lisa Diaz Nash, Deputy 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: 5

Section Name: CONSENT CALENDAR

Account Number: 10-111:

File ID: 23-8111

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: City Clerk's Office
MEETING DATE: October 16, 2023
SUBJECT:
Park and Recreation Commission - Eligibility List Appointments

RECOMMENDATION:

Fill two vacancies on the Park and Recreation Commission with appointments from the established eligibility list as follows:
Regina Trapp to a partial term ending June 10, 2027 and Peter Wicher to a partial term ending June 10, 2026.

BACKGROUND:

At its July 17, 2023 meeting, the City Council approved the establishment of an eligibility list for the Park and Recreation Commission from the Appointment Subcommittee interviews held on June 26, 2023. Two unscheduled vacancies have occurred on the Park and Recreation Commission due to J. Christopher Massey moving out of the city and Lindsey Held resigning due to a work conflict. Their terms ended on June 10, 2026 and June 10, 2027, respectively.

Due to the unscheduled vacancies, Regina Trapp and Peter Wicher would be eligible to fill two full four-year terms after serving in these partial terms.

BUDGET IMPACT:

There is no budget impact from this administrative activity.

ENVIRONMENTAL DETERMINATION:

This appointment 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 - Boards and Commissions List

STAFF CONTACT

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



Boards, Commissions & Committees List

Term **Date** **Term**
Appt'd **Expires**

COMMUNITY RELATIONS COMMISSION(650) 522-7220
Meeting: 3rd Wednesday, 7:00 p.m. City Hall (Room C)

1	Sheri Boles, Vice Chair	07-19-21	06-10-26
1	Meghan Crowell, Chair	06-10-21	06-10-25
1	Noopur Vyas Anand	09-06-22	06-10-26
1	Jerold Nugent	06-10-20	06-10-24
0	Alli Fitzgerald	01-17-23	06-10-24

LIBRARY BOARD (650) 522-7802
Meeting: 4th Monday, 5:30 p.m. Main Library Cedar Rm.

1	Richard Wysong	06-10-23	06-10-27
0	Sheila Canzian	04-17-23	06-10-25
0	Wendy McCall	04-17-23	06-10-24
1	Austin Volz, President	01-03-22	06-10-26
0	Shaylona Wheeler, Vice President	01-03-22	06-10-25

PARK AND RECREATION COMMISSION(650) 522-7400
Meeting: 1st Wednesday, 7:00 p.m. City Hall (Room C)

1	Sarah Fields, Chair	06-10-21	06-10-25
1	Lindsey Held Vacant	07-20-20	06-10-27
1	Sandra Kiapi	06-10-23	06-10-27
2	J. Christopher Massey Vacant	09-21-15	06-10-26
2	Heather Wolnick, Vice Chair	07-17-17	06-10-25

PERSONNEL BOARD (650) 522-7260
Meeting: 3rd Tuesday, 7:00 p.m. City Hall (Room C)

1	Caiti Busch	06-10-21	06-10-25
1	Debra Kaiser	06-10-21	06-10-25
2	Gayle Murphy, Chair	07-20-15	06-10-26
1	Elizabeth DeWinter	06-10-23	06-10-27
1	Tony Villanueva, Vice Chair	01-19-21	06-10-24

MOSQUITO & VECTOR CONTROL DISTRICT
(650) 573-8358

1	Ed Degliantoni	09-21-15	12-31-24
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0 = appointed to unscheduled opening, eligible to serve a first full term 1 = in first term currently 2 = in second (final) term currently
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Term **Date** **Term**
Appt'd **Expires**

PLANNING COMMISSION (650) 522-7212
Meeting: 2nd & 4th Tuesdays, 7:00 p.m. Council Chambers

2	John Ebnetter, Chair	06-01-15	06-10-25
1	Adam Nugent	07-19-21	06-10-25
1	Seema Patel, Vice Chair	06-10-21	06-10-26
2	Margaret Williams	07-15-19	06-10-27
0	Martin Wiggins	05-16-22	06-10-24

SENIOR CITIZENS COMMISSION (650) 522-7400
*Meeting: 2nd Monday, every other month beginning in January
4:00 p.m. San Mateo Senior Center*

0	Thomas Lease	04-17-23	06-10-25
0	Vacant	06-10-23	06-10-27
2	Monika Lee, Vice Chair	07-18-16	06-10-24
1	Ellen Wang, Chair	07-20-20	06-10-24
2	Mary Webb	02-17-15	06-10-26

SUSTAINABILITY & INFRASTRUCTURE COMMISSION(650) 522-7153
Meeting: 2nd Wednesday, 7:00 p.m. Council Chambers

0	Pamela Rittelmeyer	01-17-23	06-10-24
1	Kimi Narita, Vice Chair	04-05-21	06-10-27
1	Sigalle Michael	08-15-22	06-10-26
2	Clifford S. Robbins	08-06-18	06-10-26
1	Susan Rowinski, Chair	08-06-18	06-10-25

YOUTH ACTIVITIES COUNCIL (YAC) (650) 522-7432
Meets twice a month, Coordinator: Adeline Jones

Youth from the following schools represent the voice of San Mateo teens: Aragon – Hillsdale – Serra – San Mateo

Board and Commission Members are appointed by the City Council. To apply for future vacancies, or for further information, please contact the City Clerk. Members serve a four-year term of office. Qualifications: Registered Voter of the City of San Mateo.

<u>Term</u>	<u>Date Appt'd</u>	<u>Term Expires</u>
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MEASURE S OVERSIGHT COMMITTEE(650) 522-7040

Meeting: 3rd Tuesday of the 2nd month of the quarter (February, May, August, November) at 6:00 p.m. City Hall (Room C)

0	Sandy Shepler	04-17-23	06-10-24
0	Karen Moen	04-17-23	06-10-26
2	Thomas Morgan	02-05-18	06-10-25
0	William Yang	04-17-23	06-10-26
1	Nick Atkeson	06-10-23	06-10-27

CIVIC ARTS COMMITTEE (650) 522-7164

Meeting: 2nd Monday, every other month beginning in January, 4:00 p.m. City Hall (Room C)

Robert Gooyer, Vice Chair
Seema Patel
Ginger Slonaker
Stephen Tabler, Chair
Dianne Whitaker

INVESTMENT ADVISORY COMMITTEE(650) 522-7100

Meeting: 3rd Thursday of Jan/Apr/Jul/Oct at 3:30 p.m., City Hall (Room C)

Jeff Adams
Michael Carney
Chris deLong
Margaret Taylor, Chair

GENERAL PLAN SUBCOMMITTEE

Meeting: Varies

Cliff S. Robbins, Chair (Sustainability & Infrastructure Commission)
Heather Wolnick, Vice Chair (Park and Recreation Commissioner)
Lisa Diaz Nash (City Council Member)
Adam Loraine (City Council Member)
Seema Patel (Planning Commissioner)
Adam Nugent (Planning Commissioner)
Ken Chin (San Mateo Foster City School Board Member)

Board and Commission Members are appointed by the City Council. To apply for future vacancies, or for further information, please contact the City Clerk. Members serve a four-year term of office. Qualifications: Registered Voter of the City of San Mateo.

/s/ PATRICE M. OLDS, CITY CLERK



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: 10-231:

File ID: 23-8088

TO: City Council

FROM: Alex Khojikian

PREPARED BY: Human Resources Department

MEETING DATE: October 16, 2023

SUBJECT:

City Manager's Office and Community Development Department – Classification and Job Specification Updates

RECOMMENDATION:

Adopt a Resolution to approve the 1) revisions to the job specifications for the classifications of Assistant City Manager, Senior Code Enforcement, Senior Planner and Plan Check Supervisor; 2) movement of the vacant Communications and Public Relations Analyst position in Public Works Department to the City Manager's Office; and 3) reallocation of the vacant Development Review Technician I-II to a Senior Development Review Technician.

BACKGROUND:

City Manager's Office

Assistant City Manager job specification revision

The current vacant status of the Assistant City Manager position has created an opportunity to reconfigure staffing in the City Manager's Office to reflect its current and future needs. The duties of the Assistant City Manager position were recently reviewed, and the City Manager recommends elevating and broadening the scope of the incumbent's role. The Assistant City Manager is responsible for managing the day-to-day operations of the City Manager's Office, overseeing and performing special projects as determined by the City Manager, providing direct supervision to the Information Technology Director, conducting specific and comprehensive analyses of a wide range of municipal policies and procedures, leading multi-departmental initiatives and representing the City Manager's interests in these efforts.

In addition to the responsibilities and duties referenced above. The proposed job specification includes increased responsibilities such as providing direct supervision to multiple Department Directors of outward and inward facing departments. This will provide organizational flexibility to utilize the Assistant City Manager position to meet community and organizational needs as determined. Currently the City Manager envisions the Assistant City Manager position oversee the day-to-day operations of the City Manager's Office and three other City Departments including Community Development, Information Technology and Public Works. It is also recommended that the required minimum experience for the position be elevated from six to seven years of increasingly responsible and varied administrative experience in municipal government, including four years significant supervisory and management responsibilities.

Move the vacant Communications and Public Relations Analyst position in Public Works to City Manager's Office

Communicating and engaging with the community is an important priority for the Council and the City has a need to enhance its communications resources to continue to meet the community's evolving expectations and preferences. The City's Communications Program is managed through the City Manager's Office under the Communications Manager. The Public Works Department has had a vacant Communications Analyst position for the last year, and the Communications Manager has been providing support to Public Works and other departments. To help support more

coordinated and improved communications, the City Manager's Office plans to move the current Public Works Communications Analyst position into the City Manager's Office, and use existing funding to hire an additional per diem position. Under direction by the Communications Manager, the new Communications Program team would provide support to Public Works as well as other departments that do not have assigned communications staffing. The City Manager plans to continue evaluating how to increase capacity for communications and engagement for the organization.

Community Development Department

Reallocation of a vacant Development Review Technician I-II to a Senior Development Review Technician

Due to significant changes in the Building Division's operations since the launch of the Online Permit Center three years ago, the Division has introduced a range of online public services that continue to undergo modification and development. In addition to their original responsibilities, DRTs are now tasked with processing Planning Applications and addressing Planning inquiries. These substantial shifts in duties necessitate the presence of advanced journey level staff in providing technical and functional supervision, while also training new employees, conducting quality assurance assessments, and overseeing daily in-person and online processing workloads for both Building and Planning.

The influx of applications for both Planning and Building remains consistently high, and there is a growing number of complex projects requiring the expertise of advanced journey-level DRTs. Furthermore, the Building Division has recently added another DRT position for the current fiscal year. A reclassification of a DRT to Senior DRT is crucial to providing the necessary support to the Permit Center Supervisor, who oversees the day-to-day operations of the Permit Center of ten total staff members.

Given the process enhancements, expanded responsibilities, complexity of duties, increased workload, staff capacity, and training requirements, it is imperative that the DRT workgroup is led by a sufficient amount of advanced journey level staff with the above noted capabilities. This reallocation is not only vital for the efficient and effective performance of their duties but also necessary for the future need of providing continuity of leadership within the workgroup.

Senior Code Enforcement Officer job specification revision

The updates to the Senior Code Enforcement Officer (CEO) job spec are proposed to reflect the CE Manager as the CE Division manager, allow for flexibility for organizational structure within the CE Division, ensure that minimum qualifications do not exclude otherwise qualified candidates from being considered by the hiring manager when recruiting to fill the position. Due to the increase in code enforcement cases that are complex, challenging and require coordination with the City Attorney, City Manager and other departments, the expertise of an advanced journey-level CEO is needed to support successful case resolution and to support the CE Manager to ensure Division operations meet Council and community expectations.

Senior Planner job specification revision

The updates to the Senior Planner job specification are proposed to align with current Planning Division operations, reflect the Planning Manager as the Planning Division manager, allow for flexibility for organizational structure within the Planning Division and ensure that minimum qualifications do not exclude otherwise qualified candidates from being considered by the hiring manager when recruiting to fill the position.

Plan Check Supervisor job specification revision

The updates to the Plan Check Supervisor job specification are proposed to reflect the Building Official as the Building Division manager and provide flexibility for organizational structure within the Building Division. The ADA Special Requirements were revised because the listed "Abilities" and "Exposure" were similar to Inspectors and not consistent with Plan Checking. The wording and exposures were redefined to align with the actual job requirements and consistency with the Plan Checker and Development Review Tech office staff abilities and exposure levels.

BUDGET IMPACT:

The reallocation of one (1) Development Review Tech II to one (1) Senior Development Review Tech has an estimated cost

increase of \$10,000 per fiscal year. For Fiscal Year 2023-24, the Community Development Department's operating budget will be able to absorb any additional costs. As such, no additional budget appropriation is needed.

The revisions to the job specification for the classification of Assistant City Manager has an estimated additional cost of \$37,600 per fiscal year. For Fiscal Year 2023-24, the City Manager's operating budget will be able to absorb any additional costs. As such, no additional budget appropriation is needed.

There is no budget impact associated with moving the Communication & Public Relations Analyst position in Public Works to the City Manager's Office and with the revisions to the job specifications for the classifications of Senior Code Enforcement Officer, Senior Planner and Plan Check Supervisor.

ENVIRONMENTAL DETERMINATION:

These classification updates and job specification revisions are exempt from CEQA review because it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment. (CEQA Guidelines Section 15061(b)(3).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Proposed Resolution

Exhibit A - Job Specifications

Att 2 - Job Specifications with tracked changes

STAFF CONTACT

Lourdes Coles, Senior Human Resource Analyst

lcoles@cityofsanmateo.org

(650) 522-7264

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

**CLASSIFICATION AND JOB SPECIFICATION UPDATES
CITY MANAGER'S OFFICE AND COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, pursuant to the San Mateo Municipal Code Section 2.57.030(d), approval of new classifications and related job specifications, salary schedules, compensation changes, elimination or reinstatement of positions, reallocation of positions, reclassifications, and revisions of job specifications must be approved by City Council Resolution; and

WHEREAS, the proposed changes as detailed below are in response to the City Manager's Office's (CMO) request to move the vacant Communication and Public Relations Analyst position in Public Works Department to CMO, and to revise job specification for the classification of Assistant City Manager, and the Community Development Department's request to reallocate a vacant Development Review Technician I-II position and to revise the job specifications for the classifications of Senior Code Enforcement, Senior Planner and Plan Check Supervisor to accurately reflect the duties and requirements of the classifications.

WHEREAS, the job specifications for the classifications of Assistant City Manager, Senior Code Enforcement, Senior Planner and Plan Check Supervisor are attached hereto as Exhibit A, and incorporated by reference; and

WHEREAS, the employee associations representing the impacted classifications have been informed of the job specification updates and have not brought forth any objections or concerns.

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

1. The revisions to the job specifications for the classifications of Assistant City Manager, Senior Code Enforcement, Senior Planner and Plan Check Supervisor, the movement of the vacant Communications and Public Relations Analyst position in Public Works Department to the City Manager's Office, and the reallocation of the vacant Development Review Technician I-II to a Senior Development Review Technician are not subject to CEQA because it can be seen with certainty that they will not cause a physical change in the environment; and
2. The revisions to the job specifications for the classifications of Assistant City Manager, Senior Code Enforcement, Senior Planner and Plan Check Supervisor attached as Exhibit A, the movement of the vacant Communications and Public Relations Analyst position in Public Works Department to the City Manager's Office and the reallocation of the vacant Development Review Technician I-II to a Senior Development Review Technician are approved.



ASSISTANT CITY MANAGER

DEFINITION

To assist the City Manager in coordinating, directing, and leading the City's municipal operations; to plan, organize, direct and review the activities, resources and operations of assigned departments; to perform complex and responsible administrative work in all areas of municipal government and assume full administrative responsibility for the operations and of assigned departments or program areas; to conduct specific and comprehensive analyses of a wide range of municipal policies and procedures; to lead multi-departmental initiatives and represent the City Manager's interests in these efforts; and to do related work as required. The Assistant City Manager also serves as the City Manager in the City Manager's absences or as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct supervision of Department Heads and/or Division Heads, management, professional, technical, and administrative staff as assigned

Can serve concurrently as a department director and provide direction, management, and supervision of the department.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Depending upon assignment, duties may include, but are not limited to, the following:

Provide leadership and oversight to assigned departments they manage

Work closely with the City Manager and Department Heads, as assigned, to implement City Council policy directives and enable the development and implementation of related goals, objectives, and policies.

Assume delegated authority for controlling routine operations and directing resolution of personnel, budgetary, and administrative issues and problems.

Conduct studies, surveys and collect information on complicated operational and administrative problems, analyze findings and prepare reports of practical solutions for review by the City Manager.

Coordinate and participate in the preparation of the annual operating and capital improvement budgets and in budget control activities.

Assume management responsibility for assisting in the City Manager department's services and activities including City-wide work program development, performance management, succession planning, communications, work programs and the City Council.

Supervise, oversee, and monitor assigned program areas; oversee the development of policies, goals and objectives; managing the development and evaluation of the City Council priorities; ensure efficient organization and management systems are in operation.

Assist in the development, planning and implementation of goals and objectives related to the overall administrative activities and operations of the City; recommend and administer policies and procedures.

Establish internal procedures and process improvements for assigned departments

Preparing and monitoring work programs and performance measurements.

May supervise the administration of personnel policies, practices, and procedures, and may serve as the Personnel Officer in the review of personnel-related matters.

Perform comprehensive management analyses in a wide range of municipal policies, organization, procedures, finance and services.

Represent the City Manager and lead multi-department initiatives and projects.

Analyze, interpret and explain City policies and procedures; confer with department heads and employees regarding policy and procedure changes.

Represent the City before the City Council, community, outside agencies, and professional meetings as required.

Attend City Council meetings as appropriate and provide staff assistance to the City Council in the absence of the City Manager and/or as assigned.

Respond to difficult and sensitive citizen complaints and requests for information; confer with the public to explain policies and programs.

Conduct legislative analysis to determine the effect of proposed legislation on City operations and activities.

Coordinate department head meeting management and professional training.

Coordinate activities of the City Manager Office with City departments and divisions, and with outside agencies.

Select, supervise, train, and evaluate staff.

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principles, practices, and techniques of public administration.

Principles and practices of organization, management, supervision review and analysis.

Principles, methods, and practices of municipal finance, budgeting, and accounting.

Advanced research techniques, methods, and procedures, and methods of report presentation.

Applicable Federal, State, and local laws, rules, and regulations pertaining to local government operations.

Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.

Ability to:

Plan, direct, and control the administration and operations of assigned departments through the efforts of assigned Department Heads.

Provide effective leadership and coordinate the activities of assigned program areas.

Analyze a variety of administrative and organizational problems, make sound policy and procedural recommendations, and adopt an effective course of action.

Communicate clearly and concisely, both orally and in writing. Make effective public presentations.

Properly interpret and make decisions in accordance with laws, regulations, and policies.

Plan, organize, and successfully implement complex projects and assignments.

Prepare complete and accurate reports.

Establish and maintain effective working relationships with others.

Manage, supervise, train and evaluate assigned personnel.

Skill to:

Managerial and leadership principles and practices

Budgeting and financial management

Operational analysis techniques

Consensus and teambuilding techniques

Operate personal computer and its associated applications.

Operate a motor vehicle safely.

Experience and Training Guidelines:

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience

Seven years of increasingly responsible and varied administrative experience in municipal government, including four years of significant supervisory and management responsibilities. Three years' experience managing core functions such as administrative

services (HR, IT, Finance), Community Development (Planning, Engineering and Building), Public Works, or similar municipal functions.

Training:

Equivalent to a Master's degree from an accredited college or university with major work in public administration, finance, business or a closely related field.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.

City of San Mateo
Adopted cc 4-12-81
Revised 11-16-09
Revised 10-16-23
Department Head
Exempt



SENIOR CODE ENFORCEMENT OFFICER

DEFINITION

Under general direction, works on, reviews, and participates in code enforcement activities and the enforcement of various State and City codes and ordinances; supervises code enforcement personnel and activities when assigned; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This class is the advanced journey level in the Code Enforcement Officer series. This position is responsible for managing cases that involve complex, challenging and sensitive situations related to the enforcement of State and City codes and ordinances for use, maintenance and safety of land and structures. This class is distinguished from the next lower classification of Code Enforcement Officer II through its responsibilities for the managing the most complex code enforcement cases and its supervisory duties, when assigned. The position in this class is required to be fully trained in all procedures and policies related to the code enforcement program.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Code Enforcement Manager, or higher level department personnel.

Exercises direct supervision over professional and technical staff when assigned.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to the following:

Manage complex, challenging, and sensitive code enforcement cases.

Plan, schedule, assign work and support code enforcement activities for commercial, industrial and residential property to ensure compliance with codes, regulations and ordinances.

Supervise, train, and evaluate staff when assigned.

Review, monitor and provide technical expertise, code interpretation assistance, advice on enforcement cases and administrative matters.

Assist staff and other departments with the interpretation and application of applicable ordinances.

Respond in person or by letter to inquiries regarding complaints and investigations, either verbally or with the use of a personal computer.

Effectively communicate to City staff, elected officials and the public the status of, or issues involved in, complaints or investigations.

Participate in the investigation, preparation and presentation in cases for legal action.

Participate in hearing and court activities related to case prosecution.

Consult with staff in other departments to resolve interdepartmental conflicts or concerns.

Coordinate enforcement efforts with other City departments and outside agencies.

Provide information and serve as liaison to representatives from state, federal and other local agencies.

Meet with representatives of the community to explain functions, policies and operations and to mediate/resolve conflicts and/or respond to questions, clarify policies and regulations.

Prepare written reports and make oral presentations to City Council and community groups.

Review policies, correspondence, regulations, reports and legislation to make recommendations on operational and/or policy changes when assigned.

QUALIFICATIONS

Knowledge and Abilities:

Considerable knowledge of:

Principles and practices of code enforcement;

Investigation techniques and practices;

Evidence collection and preservation;

Principles of land use planning;

Public speaking techniques;

Property owner rights, property descriptions, assessor's map systems;

Goals and functions of code enforcement;

Techniques and methodologies used in making and resolving difficult public contacts with individuals from diverse socio-economic and cultural backgrounds;

Research practices and techniques;

Technical report writing, written and verbal English grammar, spelling and construction, and photography

General Knowledge of:

State health and safety code;

International Property Maintenance Code, principles and practices of office administration and supervision;

Techniques of training and evaluation;

Project and workload planning;

Court room procedures;
The principles of budget preparation in the public sector;
Practices and methodologies of contract administration.

Ability to:

Plan, organize and manage staff engaged in the performance of complex, technical work;
Develop and implement goals and objectives;
Evaluate and determine levels of achievement and performance;
Learn, interpret, apply and explain applicable codes (including the Uniform Electrical, Mechanical, Plumbing, and Building codes), regulations and policies;
Identify and analyze administrative problems and implement operational changes;
Develop and maintain cooperative working relationships with staff and customers;
Determine and implement the appropriate course of action in stressful situations;
Manage meetings effectively;
Learn and apply City procedures, interviewing, investigative and safety techniques and practices;
Accurately research property ownership and status;
Work independently;
Analyze and evaluate observations and information in relationship to applicable codes and regulations;
Communicate effectively both verbally and in writing with individuals from a variety of socio-economic and cultural backgrounds;
Use a personal computer in the composing and editing of written management and technical reports; prepare and make small group and public presentations.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of progressively responsible code enforcement experience.
Experience in a leadership role, such as program development and/or management is desirable.

Training:

Two years of undergraduate course work from an accredited college or university.
Equivalent to a Bachelor's degree from an accredited college or university is desirable.

License or Certificate:

Possession of, or ability to possess, a valid Class C California driver's license.

California Association of Code Enforcement Officers (CACEO) Certified Code Enforcement Officer within one year of hire.

Successful Completion of a POST 832PC class required within one year of hire.

International Code Council (ICC) Certification as a Property Maintenance and Housing Inspector and/or Residential Building Inspector is desirable

Work Environment:

Ability to work in a standard office environment and outdoors, to drive, use a computer, iPad and/or other mobile devices.

ADA Special Requirements:

Essential duties require the following the physical abilities and work environment:

Ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, crawl, twist and climb; exposure to cold, heat, outdoors, electrical hazards, vibration, chemicals, dust, toxic waste and mechanical hazards, exposure to slippery or uneven walking surfaces.

ADOPTED CC:	9-07-88
REVISED CC:	7-05-89, 6-15-98, 9-18-06, 12-07-15, 6-3-19, 10-16-23
BARGAINING UNIT:	MANAGEMENT UNIT
FLSA:	EXEMPT
PERFORMANCE APPRAISAL:	MANAGEMENT
DOT:	YES
PRE APPT MEDICAL:	YES
SAFETY SENSITIVE:	YES
REQUIRED HARASSMENT PREVENTION TRAINING:	SUPERVISORY
FORM 700:	YES
JOB CODES:	2055



SENIOR PLANNER

DEFINITION

Under general direction, works on, organizes, reviews and participates in current and advanced planning work; supervises the work of professional and technical planning personnel, projects and other activities when assigned; acts as Zoning Administrator when assigned; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This class is the first supervisory level in the professional planning series. It is distinguished from the next lower class of Associate Planner through its supervisory duties, when assigned, and its responsibilities for the most complex planning projects. It is distinguished from the next higher class of Principal Planner as the latter is responsible for managing the Current and Advance Planning Sections of the Planning Division, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Planning Manager, or higher level department personnel.

Exercises direct supervision over professional and other planning staff as assigned.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

Implement goals, objectives, policies, and priorities.

Direct, coordinate, review, and participate in the work of professional and other planning staff in data collection, analysis, and implementation of a wide variety of planning, zoning, and environmental review activities.

Act as Zoning Administrator when assigned; supervise special planning, zoning, and environmental studies and plans; prepare oral and written reports and findings.

Perform the most complex and sensitive planning work.

Act as liaison and make oral and written reports to the Planning Commission, Development Review Board, City Council, and various citizen committees as assigned.

Coordinate planning activities with other City divisions and departments, and with outside local, regional, Federal and State agencies and provide assistance as needed.

Chair Development Review Board meetings as required.

Initiate recommendations for changes in codes, plans and policies.

Utilize expert knowledge in specific technical areas to serve as staff resource.

May assist in the preparation and administration of the annual budget.

Meet with and advise developers regarding development applications and processes; explain purposes, regulations, and directives of accepted development practices; complete processing of the most difficult and complex planning applications; advise staff on processing of applications.

Supervise, train, and evaluate staff, when assigned.

QUALIFICATIONS

Knowledge of:

Specific technical areas applicable to planning.

Principles and practices of urban planning

Computer systems and applications.

Research methods.

Federal, State, and local laws relating to planning and housing.

Principles of administration and personnel management.

Ability to:

Acquire a thorough knowledge of Division policies and procedures, and a working knowledge of applicable Department and City policies and regulations.

Plan the work of professional and technical staff in compilation of technical and statistical data, research, and the preparation of plans and technical papers.

Establish and maintain effective working relationships with the public, other City personnel, and outside agencies.

Communicate clearly and concisely, orally and in writing.

Understand and interpret codes, plans, and policies.

Work independently and exercise good judgment.

Balance competing interests in preparing plans and reviewing applications.

Process the most complex and sensitive planning applications.

Prepare and analyze planning studies and clearly communicate findings of these studies.

Supervise, train, and evaluate assigned staff.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years professional experience in the field of urban planning.

Supervisory experience of staff, programs and/or administrative activities is desirable.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in planning or related field.

License or Certificate:

Possession of, or ability to possess, a valid, driver's license.

Possession of certification from the American Institute of Certified Planners (AICP) is desirable.

ADA SPECIAL REQUIREMENTS:

Essential duties require the following physical abilities and work environment:

Ability to work in a standard office environment with some exposure to the outdoors

ADOPTED CC:	4-12-81
REVISED CC:	6-17-96, 9-18-06, 10-16-23
FORMER TITLES:	
BARGAINING UNIT:	MANAGEMENT UNIT
FLSA:	EXEMPT
PERFORMANCE APPRAISAL:	MANAGEMENT
DOT:	NO
PRE APPT MEDICAL:	NO
SAFETY SENSITIVE:	NO
REQUIRED HARASSMENT PREVENTION TRAINING:	SUPERVISORY
FORM 700:	YES
JOB CODES:	2133
ABOLISHED:	



PLAN CHECK SUPERVISOR

DEFINITION

To plan, organize, direct and supervise plan check operations within the Building Division; to coordinate assigned activities with other divisions; and to perform a variety of technical tasks relative to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Building Official or assigned qualified personnel.

Exercises direct supervision over assigned professional, technical, and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for plan check operations; implement policies and procedures; monitor code changes and update city practices as required.

Plan, prioritize, assign, supervise and review the work of staff involved in plan check operations.

Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; monitor and control expenditures.

Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Conduct plan checks on commercial, industrial and residential buildings and structures; review plans calculations, reports and other documents for compliance of the adopted codes and ordinances.

Receive and assess fees for new development and construction projects. Issue and process building permit applications.

Conduct field inspections as required.

Coordinate plan check activities with other City departments and with outside agencies.

Represents the Division at various boards, commissions, professional and community meetings.

Prepares administrative reports on building activities and performance on customer service standards.

Confer with homeowners, design professionals, builders and the public concerning building codes and permit requirements; investigate complaints and recommend corrective actions as necessary to resolve issues.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of supervision, training and performance evaluations.

Principles, methods and practices of architecture or engineering and their applications on building plan review.

California Building Standards Codes, and applicable state laws and local ordinances.

Basic Planning and zoning codes and ordinances.

Recent developments, current literature and sources of information regarding technology, materials and methods of construction.

Principles and practices of budget monitoring.

Principles and practices of safety management.

Pertinent local, state and federal laws, ordinances and rules governing engineering and architecture.

Ability to:

Establish and maintain effective working relationships with those contacted in the course of work.

Resolve conflict and issues with tact.

Organize, implement and direct plan check operations/activities.

Perform detailed analysis and examination of building design plans, calculations and related documents.

Interpret and explain pertinent plan check and department policies and procedures.

Assist in the development and monitoring of an assigned program budget.

Supervise, train and evaluate assigned staff.

Develop and recommend policies and procedures related to assigned operations.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination equivalent to experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in building design review and/or plan checking in a municipal environment, including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with some course work in advance math, pre-engineering, building design, construction technology. Bachelor degree with major coursework in civil, mechanical, or structural engineering, architecture or a related field is desirable.

License or Certificates:

Possession of, or ability to obtain, a valid California driver's license.

Possession of a Plans Examiner Certificate issued by the International Code Council, or other state, national or international association.

Possession of a Registration as a professional engineer or architect in the State of California is highly desirable.

ADA Special Requirement:

Essential duties require the following physical abilities and work environment:

Typically, work is conducted in a standard office environment with ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, twist, climb, and carry 25 pounds; some exposure to noise, outdoors, electrical hazards, dust, and mechanical hazards.

ADOPTED CC:	5-15-17
REVISED CC:	10-16-23
FORMER TITLES:	
BARGAINING UNIT:	MANAGEMENT UNIT
FLSA:	EXEMPT
PERFORMANCE APPRAISAL:	MANAGEMENT
DOT:	NO
PRE APPT MEDICAL:	YES
SAFETY SENSITIVE:	NO
REQUIRED HARASSMENT PREVENTION TRAINING:	SUPERVISORY
FORM 700:	YES
JOB CODES:	2092
ABOLISHED:	



CITY OF SAN MATEO
ADOPTED CC 4-12-81
REVISED 11-16-09
REVISED 10-16-23
DEPARTMENT HEAD
EXEMPT

ASSISTANT CITY MANAGER

DEFINITION

To assist the City Manager in coordinating, directing, and leading the City's municipal operations; to plan, organize, direct and review the activities, resources and operations of assigned departments; ~~to assist the City Manager in a wide variety of administrative tasks~~ perform complex and responsible administrative work in all areas of municipal government and assume full administrative responsibility for the operations and of assigned departments or program areas; to conduct specific and comprehensive analyses of a wide range of municipal policies and procedures; to lead multi-departmental initiatives and represent the City Manager's interests in these efforts; and to do related work as required. The Assistant City Manager also serves as the City Manager in the City Manager's absences or as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct supervision of Department Heads and/or Division Heads, over management, professional, technical, and clerical, and administrative positions staff as assigned

Can serve concurrently as a department director and provide direction, management, and supervision of the department.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Depending upon assignment, duties may include, but are not limited to, the following:

Provide leadership and oversight to assigned departments they manage

~~Manage one or more departments.~~

Work closely with the City Manager and Department Heads, as assigned, to implement City Council policy directives and enables the development and implementation of related goals, objectives, and policies.

~~Assuming~~ Assume delegated authority for controlling routine operations and directing resolution of personnel, budgetary, and administrative issues and problems.

Conduct studies, surveys and collect information on ~~difficult~~ complicated operational and administrative problems, analyze findings and prepare reports of practical solutions for review by the City Manager.

Coordinate and participate in the preparation of the annual operating and capital improvement budgets and in budget control activities.

Assume management responsibility for assisting in the City Manager department's services and activities including City-wide work program development, performance management, succession planning, communications, work programs and the City Council.

Supervise, oversee, and monitor assigned program areas; oversee the development of policies, goals and objectives; managing the development and evaluation of the City Council priorities; ensure efficient organization and management systems are in operation.

Assist in the development, planning and implementation of goals and objectives related to the overall administrative activities and operations of the City; recommend and administer policies and procedures.

Establish internal procedures and process improvements for assigned departments

Preparing and monitoring work programs and performance measurements.

May supervise the administration of personnel policies, practices, and procedures, and may serve as the Personnel Officer in the review of personnel-related matters.

Perform comprehensive management analyses in a wide range of municipal policies, organization, procedures, finance and services.

Represent the City Manager and lead multi-department initiatives and projects.

Analyze, interpret and explain City policies and procedures; confer with department heads and employees regarding policy and procedure changes.

Represent the City before the City Council, community, outside agencies, and professional meetings as required.

Attend City Council meetings as appropriate and provide staff assistance to the City Council in the absence of the City Manager and/or as assigned.

Respond to difficult and sensitive citizen complaints and requests for information; confer with the public to explain policies and programs.

Conduct legislative analysis to determine the effect of proposed legislation on City operations and activities.

Coordinate department head meeting management and professional training.

Coordinate activities of the City Manager Office with City departments and divisions, and with outside agencies.

Select, supervise, train, and evaluate staff.

~~Serve as acting City Manager as assigned.~~

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principles, practices, and techniques of public administration.

Principles and practices of organization, management, supervision review and analysis.

Principles, methods, and practices of municipal finance, budgeting, and accounting.

Advanced research techniques, methods, and procedures, and methods of report presentation.

Applicable Federal, State, and local laws, rules, and regulations pertaining to local government operations.

Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.

Ability to:

Plan, direct, and control the administration and operations of assigned departments through the efforts of assigned Department Heads.

Provide effective leadership and coordinate the activities of assigned program areas.

Analyze a variety of administrative and organizational problems, make sound policy and procedural recommendations, and adopt an effective course of action.

Communicate clearly and concisely, both orally and in writing. Make effective public presentations.

Properly interpret and make decisions in accordance with laws, regulations, and policies.

Plan, organize, and successfully implement complex projects and assignments.

Prepare complete and accurate reports.

Establish and maintain effective working relationships with others.

Manage, supervise, train and evaluate assigned personnel.

Skill to:

Managerial and leadership principles and practices

Budgeting and financial management

Operational analysis techniques

Consensus and teambuilding techniques

Operate personal computer and its associated applications.

Operate a motor vehicle safely.

Experience and Training Guidelines:

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience

~~Six~~ Seven years of increasingly responsible and varied administrative experience in municipal government, including four years of significant supervisory and management responsibilities. Three years' experience managing core functions such as administrative services (HR, IT, Finance), Community Development (Planning, Engineering and Building), Public Works, or similar municipal functions.

Training:

Equivalent to a Master's degree from an accredited college or university with major work in public administration, finance, business or a closely related field.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.



SENIOR CODE ENFORCEMENT OFFICER

DEFINITION

Under general direction, ~~assigns~~ works on, reviews, and participates in ~~and supervises~~ code enforcement activities; ~~to participate in the work of technical staff engaged in and~~ the enforcement of various State and City codes and ordinances; supervises code enforcement personnel and activities when assigned; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This ~~class is the first is the supervisory~~ advanced journey level in the Code Enforcement Officer series. ~~The incumbent~~ This position is responsible for ~~the day-to-day supervision of section staff engaged managing in~~ cases that involve complex, challenging and sensitive situations related to the enforcement of State and City codes and ordinances ~~related to~~ for use, maintenance and safety of land and structures. ~~Methods of performing assigned responsibilities are largely at the discretion of the incumbent within the framework of Department policy, rules and regulations. Particularly sensitive matters are referred to and jointly decided with the Code Enforcement Manager.~~ This class is distinguished from the next lower classification of Code Enforcement Officer II ~~by~~ through its responsibilities for the managing the most complex code enforcement cases ~~responsibility for assignment and~~ and its supervisory duties, when assigned. ~~responsibilities for the managing the most complex code enforcement cases of the activities of the Code Enforcement Division.~~ The position in this class is required to be fully trained in all procedures and policies related to the code enforcement program.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Code Enforcement Manager, or higher level department personnel.

Exercises direct supervision over professional and technical ~~Code Enforcement Officers and other~~ ~~assigned~~ staff when assigned.

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to the following:

Manage complex, challenging, and sensitive code enforcement cases.

Plan, schedule, assign work and support ~~evaluate the performance of those engaged in~~ code enforcement activities for commercial, industrial and residential property; to ensure compliance with codes, regulations and ordinances.

~~Participate in the selection of full time and temporary employees.~~

Supervise, train, and evaluate staff when assigned ~~subordinate staff.~~

~~Recommend disciplinary actions.~~

~~Develop and implement ongoing staff training program.~~

~~Supervise and participate in the continuous improvement of administrative processes.~~

Review, monitor and provide technical expertise, code interpretation assistance, advice on enforcement ~~strategies on more complex~~ cases ~~incidents~~, and administrative matters.

Assist staff and other departments with the interpretation and application of applicable ordinances.

Respond in person or by letter to inquiries regarding complaints and investigations, either verbally or with the use of a personal computer.

~~Explain~~ Effectively communicate to ~~superiors~~ City staff, ~~and to~~ elected officials and the public the status of, or issues involved in, complaints or investigations.

Participate in the investigation, preparation and presentation in cases for legal action. ~~Supervise the scheduling of and preparation for administrative appeal hearings.~~

Participate in hearing and court activities related to case prosecution.

Consult with staff in other departments to resolve interdepartmental conflicts or concerns.

Coordinate enforcement efforts with other City departments and outside agencies.

Provide information and serve as liaison to representatives from state, federal and other local agencies.

~~May represent the department in technical organizations and committees.~~

Meet with representatives of the community to explain functions, policies and operations and to mediate/resolve conflicts and/or respond to questions, clarify policies and regulations.

Prepare ~~agenda~~ written reports and make oral presentations to City Council and community groups.

~~R~~~~Participate in the development and implementation of the section budget.~~

Review policies, correspondence, regulations, reports and legislation ~~and to make~~ recommendations ~~and/or participates in~~ on operational and/or policy changes when assigned.

~~Conduct or direct the conduct of special projects.~~

QUALIFICATIONS

Knowledge and Abilities:

Considerable knowledge of:

Principles and practices of code enforcement;

Investigation techniques and practices;

Evidence collection and preservation;

Principles of land use planning;

Public speaking techniques;

Property owner rights, property descriptions, assessor's map systems;

Goals and functions of code enforcement;

Techniques and methodologies used in making and resolving difficult public contacts with individuals from diverse socio-economic and cultural backgrounds;

Research practices and techniques;

Technical report writing, written and verbal English grammar, spelling and construction, and photography

General Knowledge of:

State health and safety code;

International Property Maintenance Code, principles and practices of office administration and supervision;

Techniques of training and evaluation;

Project and workload planning;

Court room procedures;

The principles of budget preparation in the public sector;

Practices and methodologies of contract administration.

Ability to:

Plan, organize and manage staff engaged in the performance of complex, technical work;

Develop and implement goals and objectives;

Evaluate and determine levels of achievement and performance;

Learn, interpret, apply and explain applicable codes (including the Uniform Electrical, Mechanical, Plumbing, and Building codes), regulations and policies;

Identify and analyze administrative problems and implement operational changes;

Develop and maintain cooperative working relationships with staff and customers;

Determine and implement the appropriate course of action in stressful situations;

Manage meetings effectively;

Learn and apply City procedures, interviewing, investigative and safety techniques and practices;

Accurately research property ownership and status;

Work independently;

Analyze and evaluate observations and information in relationship to applicable codes and regulations;

Communicate effectively both verbally and in writing with individuals from a variety of socio-economic and cultural backgrounds;

Use a personal computer in the composing and editing of written management and technical reports; prepare and make small group and public presentations.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

~~Any combination of education and experience that has provided the knowledge and abilities necessary to satisfactory job performance would be qualifying. A typical way to obtain the require knowledge and abilities would be:~~Experience:

~~Two years of undergraduate course work from an accredited college or university, and~~

~~Three years of progressively responsible code enforcement experience.~~

~~, plus demonstrated extensive e~~Experience in a leadership role, such as program development and/or management is desirable.

Training:

~~Two years of undergraduate course work from an accredited college or university, and~~

Equivalent to a Bachelor's degree from an accredited college or university is desirable.

License or Certificate:

Possession of, or ability to possess, a valid Class C California driver's license.~~Ability to obtain a valid Class C California Driver's License by date of hire is required. Valid required license shall be maintained.~~

California Association of Code Enforcement Officers (CACEO) ~~International Code Council (ICC) Certification Property Maintenance and Housing Inspector~~

~~Certified Code Enforcement Officer with California Association of Code Enforcement Officers (CACEO)~~ within one year of hire.

Successful Completion of a POST 832PC class required within one year of hire.

International Code Council (ICC) Certification as a Property Maintenance and Housing Inspector and/or

~~ICC Residential Building Inspector~~ Certification ~~is~~highly desirable

Work Environment:

Ability to work in a standard office environment and ~~Works indoors, works outdoors, to driving required,~~ use a ~~of~~ computer, iPad and/or other mobile devices, ~~works around others, works alone.~~

ADA Special Requirements:

Essential duties require the following the physical abilities and work environment:

Ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, crawl, twist and climb; exposure to cold, heat, outdoors, electrical hazards, vibration, chemicals, dust, toxic waste and mechanical hazards, exposure to slippery or uneven walking surfaces.

ADOPTED CC:	9-07-88
REVISED CC:	7-05-89, 6-15-98, 9-18-06, 12-07-15, 6-3-19
BARGAINING UNIT:	MANAGEMENT UNIT
FLSA:	EXEMPT
PERFORMANCE APPRAISAL:	MANAGEMENT
DOT:	YES
PRE APPT MEDICAL:	YES
SAFETY SENSITIVE:	YES
REQUIRED HARASSMENT PREVENTION TRAINING:	SUPERVISORY
FORM 700:	YES
JOB CODES:	2055



SENIOR PLANNER

DEFINITION

~~To~~ Under general direction, works on plan, organizes, ~~supervise,~~ reviews and, ~~and~~ participates in current and advanced planning work; supervises the work of professional and technical planning personnel, projects and other activities engaged in all planning functions when assigned of the City; ~~to~~ acts as Zoning Administrator when assigned; and ~~to do~~ performs related work duties as required.

DISTINGUISHING CHARACTERISTICS

This class is the first supervisory level in the professional planning series. It is distinguished from the next lower class of Associate Planner through its supervisory duties, when assigned, and its responsibilities for the most complex planning projects. It is distinguished from the next higher class of Principal Planner as the latter is responsible for managing the Current/~~Zoning~~ and Advance Planning Sections of the Planning Division, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from ~~Chief of Planning~~ the Planning Manager, or higher level department personnel.

Exercises direct supervision over professional and other planning staff as assigned.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES—

Duties may include, but are not limited to, the following:

Implement goals, objectives, policies, and priorities.

Direct, coordinate, review, and participate in the work of professional and other planning staff in data collection, analysis, and implementation of a wide variety of planning, zoning, and environmental review activities.

Act as Zoning Administrator when assigned; supervise special planning, zoning, and environmental studies and plans; prepare oral and written reports and findings.

Perform the most complex and sensitive planning work.

Act as liaison and make oral and written reports to the Planning Commission, Development Review Board, City Council, and various citizen committees as assigned.

Coordinate planning activities with other City divisions and departments, and with outside local, regional, Federal and State agencies and provide assistance as needed.

Chair Development Review Board meetings as required.

Initiate recommendations for changes in codes, plans and policies.

Utilize expert knowledge in specific technical areas to serve as staff resource.

May assist in the preparation and administration of the annual budget.

Meet with and advise developers regarding development applications and processes; explain purposes, regulations, and directives of accepted development practices; complete processing of the most difficult and complex planning applications; advise staff on processing of applications.

Supervise, train, and evaluate ~~assigned~~ staff, [when assigned](#).

QUALIFICATIONS

Knowledge of:

Specific technical areas applicable to planning.

Principles and practices of urban planning

Computer systems and applications.

Research methods.

Federal, State, and local laws relating to planning [and housing](#).

Principles of administration and personnel management.

Ability to:

Acquire a thorough knowledge of Division policies and procedures, and a working knowledge of applicable Department and City policies and regulations.

Plan the work of professional and technical staff in compilation of technical and statistical data, research, and the preparation of plans and technical papers.

Establish and maintain effective working relationships with the public, other City personnel, and outside agencies.

Communicate clearly and concisely, orally and in writing.

Understand and interpret codes, plans, and policies.

Work independently and exercise good judgment.

Balance competing interests in preparing plans and reviewing applications.

Process the most complex and sensitive planning applications.

Prepare and analyze planning studies and clearly communicate findings of these studies.

Supervise, train, and evaluate assigned staff.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years professional experience in the field of urban planning.

~~S, including some~~ supervisory experience of staff, programs and/or administrative activities is desirable.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in planning or related field.

License or Certificate:

Possession of, or ability to possess, a valid, driver's license.

Possession of certification from the American Institute of Certified Planners (AICP) is desirable.

ADA SPECIAL REQUIREMENTS:

Essential duties require the following physical abilities and work environment:

Ability to work in a standard office environment with some exposure to the outdoors

ADOPTED CC:	4-12-81
REVISED CC:	6-17-96, 9-18-06
FORMER TITLES:	
BARGAINING UNIT:	MANAGEMENT UNIT
FLSA:	EXEMPT
PERFORMANCE APPRAISAL:	MANAGEMENT
DOT:	NO
PRE APPT MEDICAL:	NO
SAFETY SENSITIVE:	NO
REQUIRED HARASSMENT PREVENTION TRAINING:	SUPERVISORY
FORM 700:	YES
JOB CODES:	2133
ABOLISHED:	



PLAN CHECK SUPERVISOR

DEFINITION

To plan, organize, direct and supervise plan check operations within the Building Division; to coordinate assigned activities with other divisions; and to perform a variety of technical tasks relative to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the ~~Deputy~~ Building Official or assigned qualified personnel.

Exercises direct supervision over assigned professional, technical, and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for plan check operations; implement policies and procedures; monitor code changes and update city practices as required.

Plan, prioritize, assign, supervise and review the work of staff involved in plan check operations.

Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; monitor and control expenditures.

Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Conduct plan checks on commercial, industrial and residential buildings and structures; review plans calculations, reports and other documents for compliance of the adopted codes and ordinances.

Receive and assess fees for new development and construction projects. Issue and process building permit applications.

Conduct field inspections as required.

Coordinate plan check activities with other City departments and with outside agencies.

Represents the Division at various boards, commissions, professional and community meetings.

Prepares administrative reports on building activities and performance on customer service standards.

Confer with homeowners, design professionals, builders and the public concerning building codes and permit requirements; investigate complaints and recommend corrective actions as necessary to resolve issues.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of supervision, training and performance evaluations.

Principles, methods and practices of architecture or engineering and their applications on building plan review.

California Building Standards Codes, and applicable state laws and local ordinances.

Basic Planning and zoning codes and ordinances.

Recent developments, current literature and sources of information regarding technology, materials and methods of construction.

Principles and practices of budget monitoring.

Principles and practices of safety management.

Pertinent local, state and federal laws, ordinances and rules governing engineering and architecture.

Ability to:

Establish and maintain effective working relationships with those contacted in the course of work.

Resolve conflict and issues with tact.

Organize, implement and direct plan check operations/activities.

Perform detailed analysis and examination of building design plans, calculations and related documents.

Interpret and explain pertinent plan check and department policies and procedures.

Assist in the development and monitoring of an assigned program budget.

Supervise, train and evaluate assigned staff.

Develop and recommend policies and procedures related to assigned operations.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination equivalent to experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in building design review and/or plan checking in a municipal environment, including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with some course work in advance math, pre-engineering, building design, construction technology. Bachelor degree with major coursework in civil, mechanical, or structural engineering, architecture or a related field is desirable.

License or Certificates:

Possession of, or ability to obtain, a valid California driver's license.

Possession of a Plans Examiner Certificate issued by the International Code Council, or other state, national or international association.

Possession of a Registration as a professional engineer or architect in the State of California is highly desirable.

ADA Special Requirement:

Essential duties require the following physical abilities and work environment:

~~Ability to~~ Typically, work is conducted in a standard office environment with ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, twist, climb, and lift 50 carry 25 pounds; some (or limited) exposure to extreme noise, outdoors, confining work space, electrical hazards, vibration, chemicals, dust, toxic waste, and mechanical hazards, and explosive materials.

ADOPTED CC:	5-15-17
REVISED CC:	
FORMER TITLES:	
BARGAINING UNIT:	MANAGEMENT UNIT
FLSA:	EXEMPT
PERFORMANCE APPRAISAL:	MANAGEMENT
DOT:	NO
PRE APPT MEDICAL:	YES
SAFETY SENSITIVE:	NO
REQUIRED HARASSMENT PREVENTION TRAINING:	SUPERVISORY
FORM 700:	YES
JOB CODES:	2092
ABOLISHED:	



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: 23-7996

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Human Resources Department
MEETING DATE: October 16, 2023
SUBJECT:
Benefits Broker Services – Agreement

RECOMMENDATION:

Approve an agreement with Keenan and Associates for benefits broker services for a term beginning November 1, 2023 through October 31, 2028, in the cumulative amount of \$160,000, and authorize Human Resources Director to execute the agreement in substantially the form presented.

BACKGROUND:

The City of San Mateo signed an agreement with ABD (now called Newfront) on August 1, 2012 with the option to renew annually. Newfront provides benefits broker service which includes assistance with strategic benefit planning, design, funding, administration, and communication with respect to their employee benefit programs.

We have used Newfront's services for the past eleven years. Staff determined it was time to go back out to market and see what other options were available for benefit broker services. Staff utilized the Request for Proposal (RFP) process to research other vendors and the services they offer. The RFP was issued in April of this year, and we received five qualified responses. After interviewing the qualified firms, we selected Keenan and Associates as the best provider for the City. Keenan and Associates will provide assistance with strategic benefit planning, design, funding, administration, and communication with respect to their employee benefit programs for the term of the agreement November 1, 2023 through October 31, 2028.

Staff recommends that City Council approve the Benefits Broker Agreement with Keenan and Associates.

BUDGET IMPACT:

The annual cost for each year of the agreement is \$32,000, totaling \$160,000 for the 5-year term. Sufficient funds are available in the benefits administration budget.

ENVIRONMENTAL DETERMINATION:

This agreement is not a project subject to CEQA, because it can be seen with certainty that it will not cause a physical change in the environment. (Public Resources Code Section 21065.)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Agreement

STAFF CONTACT

Lorena Vargas, Senior Human Resource Analyst
lvargas@cityofsanmateo.org
(650) 522-7267

**AGREEMENT WITH KEENAN & ASSOCIATES
FOR BROKER SERVICES
FOR
EMPLOYEE BENEFIT BROKER SERVICES**

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 **KEENAN 7 ASSOCIATES** a CALIFORNIA CORPORATION ("CONTRACTOR"), whose address is 2355 Crenshaw Blvd., Suite 200, Torrance, CA

RECITALS:

A. CITY desires certain Employee Benefit Broker services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these Employee Benefit Broker services by reason of its qualifications and experience for performing such services and CONTRACTOR 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 CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

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

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

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

CONTRACTOR 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 CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on November 1, 2023 and be completed on October 31, 2028.

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, CITY agrees to pay CONTRACTOR a fee in an amount of \$32,000 annually, pursuant to rates stated in Exhibit B, attached and incorporated by reference, for a total amount not to exceed \$160,000.

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 CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

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

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR 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 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR 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 CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR 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 CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONTRACTOR'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement

SECTION 13 - NONASSIGNABILITY

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

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR 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 - 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 provision 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 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR 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 18 - 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 19 - LITIGATION

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

SECTION 20 - NOTICES

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

To CITY:	City of San Mateo 330 W. 20 th Avenue San Mateo, CA 94033
To CONTRACTOR:	Keenan & Associates Attn: Laurie LoFranco 4204 Riverwalk Parkway, Suite 400 Riverside, CA 92505

SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONTRACTOR 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 CONTRACTOR.

SECTION 22 - 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 KEENAN & ASSOCIATES have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Teresa Abrahamsohn Date
Director, Human Resources

Laurie LoFranco Date
Its Authorized Agent
Municipalities Practice Leader
Senior Vice President

If a Corporation, can be either 1)
President or 2) Vice President plus
an additional corporate officer
(i.e., Secretary, Treasurer) who
shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE
OFFICER
(if necessary per the above)

Bahareh Abdollahi Date
Assistant City Attorney

John Scatterday Date
President Employee Benefits

Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment Rates
Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
 - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
 - Direction and support with claims resolution and other related issues;
 - Review of claims experience and trends;
 - Support with billing/eligibility concerns;
 - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
 - Responding to day-to-day benefit questions from Client and its employees;

- Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;
- Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
- Notwithstanding the foregoing, benefit guides shall not be part of the services contemplated herein, unless Keenan has explicitly agreed in writing to include them pursuant to the current agreement;
- Attending open enrollment (up to 4 days), orientation, health fairs, and/or question and answer meetings with Client's employees, to be conducted during regular business hours by mutual agreement of the parties.
- Provide Benefit Guide.

EXHIBIT B

PAYMENT RATES

The annual consulting fee for the services rendered under this Agreement for the period of term of this Agreement will be \$32,000 annually effective November 1, 2023, billed to the client on a monthly basis for \$2,666.67 due and payable upon presentation of the invoice. The annual renewal date is July 1 each year.

This consulting fee will be fixed for the term of this contract.

Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

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 Contractor 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.

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

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 Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor’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 **Contractor’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 Contractor’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

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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

Contractor 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 Contractor'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.



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: 82-468

File ID: 23-7978

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Public Works Department
MEETING DATE: October 16, 2023
SUBJECT:
Main Library Interior Painting Phase 1 – Contract

RECOMMENDATION:

Adopt a Resolution approving an alternative purchasing procedure to award a construction contract to Angeles Contractor, Inc. to paint the Main Library in the amount of \$435,648.48; establish a contingency reserve in the amount of \$14,000; and authorize the Public Works Director to execute the contract in substantially the form presented and issue change orders within the contingency amount.

BACKGROUND:

The Main Library was built in 2006 and has provided resources and services to San Mateo County by offering a variety of media to meet the needs of individuals and groups for education, information, and personal development. The general lifespan for interior paint is twelve to fifteen years, so the facility is due for repainting. The project involves coordination with various library and community groups and involves phasing, relocation of collections, and shutdowns.

The scope of work for Phase 1 is limited to the building's third floor, three parking garage levels and stairwells. The work includes furniture protection, safety barriers, scaffolding, repairs to damaged walls, installation of wall materials, scraping and sanding, removal and reinstallation of doors, priming and painting. The description was used to develop a fixed-price proposal utilizing a process called "job order contracting" (JOC). The JOC process includes a contract for a fixed term or maximum dollar value in which a contractor is selected based on a competitive bid to perform various and separate job orders in the future, during the life of the contract. The JOC contract serves as an "on call" contracting program that is procured through one umbrella or framework contract. The contract is competitively procured at the onset of the program using a unit price book (UPB), unit price list construction catalog, or custom list of construction prices as a basis for pricing in the procurement process. Each individual job order is then priced from that UPB and allows for rapid deployment of projects with a transparent pricing mechanism.

The JOC process is a competitive procurement method for construction services approved by the City Council by resolution on March 18, 2019, pursuant to San Mateo Municipal Code section 3.60.070(h)(3), which permits the use of procedures approved by the Council that are not set forth in the purchasing ordinance. Specifically, this process involves the development of a detailed project list, establishment of a firm price using a unit price book, and the selection of a pre-qualified construction contractor upon the City's authorization to proceed.

In this case, a multi-step process was used to select Angeles Contractor, Inc. to perform the work, subject to Council approval. First, Sourcewell (formerly known as the National Joint Powers Alliance or NJPA) conducted a competitive proposal process to select The Gordian Group, Inc. (Gordian) to implement JOC on behalf of Sourcewell member agencies. Second, Gordian competitively bids and administers the JOC process with the use of Gordian's unit price book that will provide the best price to the City. This allows the City to complete required public improvements efficiently by eliminating

the need to develop project specifications and eliminating solicitation of bids through a project-specific competitive bidding process. Here, Gordian used the JOC process to select Angeles Contractor, Inc., the low bidder and pre-qualified contractor selected to construct the improvement project.

With contract approval, the procurement of materials will begin in October 2023 with the work being performed through the end of 2023. Based on the above, staff recommends award of the contract to Angeles Contractor, Inc. because of their experience and availability to perform these services.

BUDGET IMPACT:

There is sufficient funding available in the Main Library Painting (46F016) project for the construction contract and contingency.

ENVIRONMENTAL DETERMINATION:

This project is categorically exempt from CEQA as an “existing facility,” because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. (CEQA Guidelines Section 15301.)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Proposed Resolution

Att 2 - Contract

STAFF CONTACT

Steve Wu, Project Manager II

swu@cityofsanmateo.org

(650) 522-7345

CITY OF SAN MATEO
RESOLUTION NO. ____ (2023)

**APPROVING AN ALTERNATIVE PURCHASING PROCEDURE TO AWARD A CONSTRUCTION CONTRACT TO
ANGELES CONTRACTOR, INC. FOR PHASE 1 INTERIOR PAINTING AT THE MAIN LIBRARY**

WHEREAS, San Mateo Municipal Code Section 3.60.070(h)(3) authorizes the City Council to approve alternative purchasing procedures upon a finding that the alternative purchasing procedure is in the best interest of the City; and

WHEREAS, Sourcewell (formerly known as NJPA) has conducted competitive bidding processes to select Gordian, Inc. (Gordian) to implement Job Order Contracting on behalf of their member agencies; and

WHEREAS, the Job Order Contracting process allows for an umbrella construction contract to cover various and separate job orders during the life of the contract, and is beneficial for renovation, remodeling, or alterations where many small project tasks will arise, but the timing, type, and quantity of work are unknown; and

WHEREAS, Sourcewell and Gordian have conducted competitive bidding to select contractors to perform Job Order Contracting based on Gordian's Unit Price Book; and

WHEREAS, unit price books provide fixed unit prices used for establishing budgets for contractor services at member agencies; and

WHEREAS, use of Gordian's Unit Price Book and contract provides a competitive price to the City and allows the City to complete required public improvements efficiently by eliminating the need to develop project specifications or solicit bids for each minor project task; and

WHEREAS, the City approved the Job Order Contracting as a competitive procurement method for construction services by resolution on March 18, 2019 upon findings that the Job Order Contracting process with Gordian is in the best interests of the City; and

WHEREAS, the Main Library Painting project is scoped to be priced using Gordian's Unit Price Book; and

WHEREAS, Angeles Contractor, Inc. was selected based on their experience and availability to perform construction services using the Gordian's Unit Price Book; and

WHEREAS, based on these circumstances, staff has determined that this is the best price available because companies have submitted competitive bids.

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

1. In accordance with CEQA Guidelines Section 15301, this project is categorically exempt from CEQA as an “existing facility” because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.
2. The Job Order Contracting process, as approved by City Council on March 18, 2019, utilizing Gordian’s contract and Unit Price Book to award a construction contract to Angeles Contractor, Inc. is in the best interests of the City because it offers the best price to the City and allows the City to complete the interior painting at the Main Library efficiently by eliminating the need to develop project specifications eliminating solicitation of bids through a project-specific competitive bidding process.
3. A construction contract is approved in the amount of \$435,648.48 to Angeles Contractor, Inc. for Phase 1 Interior Painting at the Main Library, which includes the building’s third floor, three parking garage levels and stairwells.
4. The Public Works Director is authorized to execute the contract on behalf of the City and issue change orders within the contingency amount.

CONTRACT FOR CONSTRUCTION

This Contract is by and between.

OWNER

The City of San Mateo
330 West 20th Street
San Mateo, California 94403

CONTRACTOR

Angeles Contractor, Inc.
783 Phillips Drive
City of Industry, CA 91748

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Main Library Interior Painting** which includes **furniture protection, safety barriers, scaffolding, repairs to damaged walls, installation of wall materials, scraping and sanding, removal and reinstallation of doors, priming and painting.**
 - 2. The Site of the Work includes designated work areas described in greater detail in the Contract Documents but generally located at **55 W. 3rd Avenue, San Mateo, CA 94401.**

ARTICLE 2 - DEFINITIONS AND TERMINOLOGY

2.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - 1. Architect: N/A
 - 2. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or

imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

3. Engineer: N/A
4. Hazardous Environmental Condition— The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
5. Resident Project Representative - The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. The RPR for this project is:
 - a. **Steve Wu, City of San Mateo**

2.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Owner, Engineer, or Architect. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of any provision of the Contract Documents.
- C. Day:
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.
- E. Furnish, Install, Perform, Provide:
 - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

2.03 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Exhibits to this Contract (enumerated as follows):
 - a. **Exhibit A – Scope of Work.**
 - b. **Exhibit B – Insurance Requirements for Construction Contracts.**
 - 5. **National Joint Powers Alliance - Book 2: IQCC Standard Terms and Conditions and Contract General Conditions.**
 - 6. **National Joint Powers Alliance - Book 3: Task Catalog.**
 - 7. **National Joint Powers Alliance Book 4: Technical Specifications.**
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - CONTRACT DOCUMENTS

3.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and RPR. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the RPR. RPR will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. RPR will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by RPR or its consultants.

3.02 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents.
 - 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 - 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. When a conflict exists between drawings or between drawings and details, the more stringent of the two shall prevail. When a conflict exists between two specifications, the more stringent of the two shall prevail.
3. In the event of a conflict that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, the Contract Document higher in precedence shall control and supersede the Contract Documents lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:
 - a. Change Order.
 - b. Addenda.
 - c. Contract.
 - d. Technical Specifications included as an Exhibit to this Contract.
 - e. Drawings included as an Exhibit to this Contract.
 - f. Owner Standard Specifications.
 - g. Owner Standard Drawings.
 - h. **National Joint Powers Alliance Book 4: Technical Specifications.**
 - i. **National Joint Powers Alliance - Book 2: IQCC Standard Terms and Conditions and Contract General Conditions.**
 - j. The provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document).
 - k. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
 - l. Notice to Bidder.
 - m. Instruction to Bidder.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within **365** days after the Effective Date of the Contract and completed and ready for final payment within **395** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine and the parties agree that **\$1000** per day is a reasonable approximation of the Owner's damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1000** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, RPR, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the RPR for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the RPR.
- B. The Contractor shall update and submit the progress schedule to the RPR each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$435,648.48** for all Work.

- B. For any additional Work authorized by Owner, Owner shall pay Contractor in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price in the **National Joint Powers Alliance - Book 3: Task Catalog** times the actual quantity of that Work item completed. Actual quantities installed will be determined by the RPR.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Performance by Sureties. In the event of any termination, Owner shall immediately give written notice to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Contract, provided, however, that if the sureties, within five days after giving them notice of said termination, do not give Owner written notice of their intention to take over the performance thereof within five days after notice, Owner may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account, and at the expense of Contractor, and the sureties shall be liable to Owner for any excess cost or damages occasioned Owner thereby; and, in such event, Owner may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore

6.02 Insurance

- A. The Contractor shall procure and maintain the insurance specified in the Exhibit B of this Contract for the greater of (1) the duration of the contract plus a period of **five (5)** years after completion of the Project or (2) the duration shown in Exhibit B.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and RPR except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work acceptable to Owner, provided that no work may be performed by a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 or 1777.7.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor RPR shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and RPR, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs,

losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. In accordance with Public Contract Code Section 7103.5, the contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
- E. Contractor shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep.
- F. In accordance with Labor Code Section 1773.2, contractor will make travel and subsistence payments as required by statute.
- G. In accordance with Labor Code Section 1771, contractor must pay prevailing wages. The prevailing wage scale as determined by the Director of Industrial Relations of the State of California, in force on the day the bid was announced, will be the minimum paid to all craftsmen and laborers working on this project. Contractor shall also require any subcontractors who work or provide any services related to the project to pay all persons performing labor or rendering service under said subcontract or other arrangement at least the general prevailing rate of wages, determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of Contractor to determine the correct scale. Copies of the prevailing wage rates are on file at the City Clerk's office; however, errors or defects in the materials in the City Clerk's office will not excuse a bidder's failure to comply with the actual scale then in force. In accordance with Labor Code Section 1775, the statutory provisions for failure to pay prevailing wages will be enforced.
- H. In accordance with Labor Code Section 1776, contractor must comply with the statutory requirements relating to certified copies of payroll records.
- I. In accordance with Labor Code Section 1777.5, contractor must comply with the statutory requirements relating to the employment of apprentices.
- J. In accordance with Labor Code Section 1810, eight hours labor constitutes a legal day's work. Contractor shall not require more than eight hours' labor in a day and 40 hours in a calendar week from any person employed by Contractor in the performance of such work unless such excess work is compensated for at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to Owner the sum of \$25.00 for each laborer, workman, or mechanic employed in the execution of this contract by Contractor, or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Section 1810 and 1816, inclusive, of the Labor Code of the State of California.

- K. In accordance with Labor Code Section 1813, the statutory provisions for penalties for failure to comply with wage and hour laws will be enforced.
- L. In accordance with Labor Code Section 1860, the contractor must secure the payment of workers' compensation to its employees.
- M. In accordance with Labor Code Section 6705, the contractor must submit a detailed plan of the shoring and bracing for trenches five feet deep or more for contracts in excess of \$25,000.
- N. In accordance with Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors must be registered with the Department of Industrial Relations. In accordance with Labor Code Section 1771.4, the contractor must post job site notices as required by regulation and this project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to RPR upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or RPR and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give RPR prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If RPR determines that a change in the Contract

Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give RPR specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. RPR will provide timely review of shop drawings and samples.
- E. RPR's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. RPR's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by RPR and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by RPR on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. RPR and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and RPR, and the officials, employees, and agents, of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of RPR, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of

the Work. Contractor will defend Owner, its elected and appointed officials, employees, and agents against any such claims. However, this provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence or willful misconduct of the Owner

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through RPR.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- I. In accordance with Public Contract Code Section 9201, Owner shall give contractor timely notification of the receipt of any third-party claims relating to the contract.

ARTICLE 9 - RPR'S STATUS DURING CONSTRUCTION

9.01 RPR's Status

- A. RPR will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of RPR as Owner's representative during construction are set forth in this Contract.
- B. Neither RPR's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by RPR in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by RPR, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by RPR to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. RPR will make visits to the Site at intervals appropriate to the various stages of construction. RPR will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

- D. RPR has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. RPR will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. RPR will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. RPR will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the RPR's decision, subject to the need for RPR's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and RPR in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with

respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, RPR will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of RPR's findings, conclusions, and recommendations.
- C. After receipt of RPR's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting RPR's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the RPR promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

12.02 Mediation

Should any dispute arise out of this Contract, 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 the American Arbitration Association, the California State Board of Mediation and Conciliation, 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.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and RPR will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give RPR timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of RPR, Contractor shall, if requested by RPR, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. RPR has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or RPR has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to RPR. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the RPR, no more frequently than monthly, to RPR. Applications for payment will be prepared and signed by

Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the RPR will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing RPR's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. RPR will recommend reductions in payment (set-offs) which, in the opinion of the RPR, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and RPR in writing that the Work is substantially complete and request the RPR issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and RPR an initial draft of punch list items to be completed or corrected before final payment.
- B. RPR will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If RPR does not consider the Work substantially complete, RPR will notify Contractor and Owner in writing giving the reasons therefor.
- C. If RPR considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, RPR will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, RPR will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the RPR's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and RPR. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given RPR written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by RPR is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, RPR, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law and Venue

- A. This Contract is to be governed by the law of the state of California and, in the event of litigation, venue will be in the County of San Mateo.

17.07 Notices

- A. All notices shall be in writing, and delivered in person, or transmitted by certified mail, postage prepaid. Notices required to be given to Owner or Contractor shall be addressed as appears in the signature block at the end of this Contract.

17.08 No Partnership or Agency

- A. Nothing in this Contract nor in the contract documents shall be deemed to constitute a partnership in law between Owner and Contractor, or any subcontractor, to constitute either party as an agent of the other for any purpose; or to entitle either party to commit or bind the other in any manner unless expressly agreed upon in the contract documents.

17.09 Severability

- A. If any part or provision of the contract documents is determined by any court to be illegal, invalid, or unenforceable, in whole or in part, the contract documents shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provisions found to be null and void, the parties would not have entered into the contract documents. The parties shall use all reasonable efforts to replace any and all provisions or parts found to be null and void with provisions that are valid under the applicable law and come closest to their original intention.

17.10 Waiver

- A. None of the following shall operate as a waiver of any provision of the contract documents, or of any power herein reserved by the Owner, or any right to damages herein provided: 1) inspection by the Owner or its authorized agents or representatives; 2) any order or certificate for payment, or any payment for, or acceptance of the whole or any part of the work by the Owner; 3) an extension of time; or 4) any position taken by the Owner or its authorized agents or representatives.

17.11 Warranty

- A. Contractor warrants and guarantees that the materials and equipment provided shall be at least of the quality specified and new unless otherwise required or permitted by the contract documents and, if no quality is specified, then the materials and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and complexity,, that the work performed hereunder will be free from defects, and that the work will conform to the requirements of the contract documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Brad Underwood

By: Young Kang

Title: Public Works Director

Title: President

Address for giving notices:

330 West 20th Avenue

San Mateo, CA 94403

Address for giving notices:

783 Phillips Drive

City of Industry, CA 91748

License No.: CA License # 858483
(where applicable)

APPROVED AS TO FORM

Linh Nguyen

Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
3rd Floor					
1	01 54 23 00 0003		CCF	Scaffolding With Bracing Accessories - Area Based On 5' Wide Sections (CCF / Month)	\$14,535.28
			Installation	Quantity 340.00 x Unit Price 28.12 x Factor 1.5203 = Total 14,535.28	
				[3rd Floor] scaffolding at reading room, high ceiling area for painting (height measured from detail 1/A5.07) [158lf x 5'W x 43'H /100]	
2	01 54 23 00 0009		CCF	>40' To 60' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories	\$40,612.99
			Installation	Quantity 340.00 x Unit Price 78.57 x Factor 1.5203 = Total 40,612.99	
				[3rd Floor] erection and final dismantling of scaffolding at reading room, high ceiling area to paint [158lf x 5'W x 43'H /100]	
3	01 56 16 00 0017		SF	6 Mil, Reinforced, Plastic Sheeting, Applied To Ceilings	\$27,876.98
			Installation	Quantity 28,210.00 x Unit Price 0.65 x Factor 1.5203 = Total 27,876.98	
				[3rd Floor] all library materials, books and shelving will remain in place and require covering for protection from any damages during construction work per owner request	
4	01 66 19 00 0003		CY	Transfer Delivered Material Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.	\$2,623.28
			Installation	Quantity 175.00 x Unit Price 9.86 x Factor 1.5203 = Total 2,623.28	
				[3rd Floor] transfer equipment/tools/materials from the staging area/parking lot to the jobsite [28210sf x 2"/12 /27]	
5	01 66 19 00 0075		SF	Removal, Transportation, Return And Reinstallation Of Office Furniture And FurnishingsIncludes desks, tables, file cabinets, chairs, storage boxes, bookshelves, office equipment, computers, and other furniture and furnishings. Quantity equals total floor space.	\$2,048.60
			Installation	Quantity 1,375.00 x Unit Price 0.98 x Factor 1.5203 = Total 2,048.60	
				[3rd Floor] remove, return, and reinstall furniture in high ceiling area to set up scaffolding and/or equipment	
6	06 83 16 00 0002		SF	Fiberglass Reinforced Polyester (FRP) PanelingIncluding Adhesive And Trim	\$1,501.81
			Installation	Quantity 224.00 x Unit Price 4.41 x Factor 1.5203 = Total 1,501.81	
				[3rd Floor] 2.5'H FRP at 2nd floor vestibule 210A (panel comes in 4' width) [56lf x 4']	
7	09 01 90 52 0014		SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation	\$44,976.98
			Installation	Quantity 41,668.00 x Unit Price 0.71 x Factor 1.5203 = Total 44,976.98	
				[3rd Floor] prep work on (E) drywall and ceiling surface to properly apply paint on acceptable surface per manufacturer's installation guide [(30156sf wall + 11512sf ceiling)]	
8	09 01 90 52 0019		SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation	\$478.33
			Installation	Quantity 431.00 x Unit Price 0.73 x Factor 1.5203 = Total 478.33	
				[3rd Floor] rough up (E) metal surfaces (door frame and door) by sanding to properly apply paint on acceptable surface per manufacturer's installation guide [13ea x 17sf + 2ea x 21sf + 4ea x 42sf]	

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3rd Floor

9	09	91	23	00	0062	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls					\$2,277.35
							Quantity	Unit Price	Factor		Total	
						Installation	8,322.00	x 0.18	x 1.5203	=	2,277.35	
							[3rd Floor] cut-in painting (2 coats) for tight areas of a room: edges of walls, corners, around window and door frames, skirting boards, etc. [(3175' wall + 306' window + 680' door) x 2 coats]					
10	09	91	23	00	0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls					\$36,676.93
							Quantity	Unit Price	Factor		Total	
						Installation	30,156.00	x 0.80	x 1.5203	=	36,676.93	
							[3rd Floor] primer paint (E) interior wall and column in Rm #310, 311, 312, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 327, 328, 329, 330, 334, 335, 336, 337, 338, 339, 340, 342, 343, 344, 345, 346, 310A, 310C, 319A, 319B, 331, 332, 333, 356, 352, stair 4, stair 6, 350, 351, 347, 300-309 per take-off from sheet A2.07					
11	09	91	23	00	0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls					\$73,812.33
							Quantity	Unit Price	Factor		Total	
						Installation	30,156.00	x 1.61	x 1.5203	=	73,812.33	
							[3rd Floor] finish paint (E) interior wall and column in Rm #310, 311, 312, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 327, 328, 329, 330, 334, 335, 336, 337, 338, 339, 340, 342, 343, 344, 345, 346, 310A, 310C, 319A, 319B, 331, 332, 333, 356, 352, stair 4, stair 6, 350, 351, 347, 300-309 per take-off from sheet A2.07					
12	09	91	23	00	0157	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Drywall/Plaster Ceiling					\$1,419.96
							Quantity	Unit Price	Factor		Total	
						Installation	4,670.00	x 0.20	x 1.5203	=	1,419.96	
							[3rd Floor] cut-in painting (2 coats) for the tight areas of a ceiling: ceiling line and corners [2335lf x 2 coats]					
13	09	91	23	00	0161	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling					\$16,626.61
							Quantity	Unit Price	Factor		Total	
						Installation	11,512.00	x 0.95	x 1.5203	=	16,626.61	
							[3rd Floor] primer paint (E) interior ceiling and beam in Rm #313, 314, 316, 319, 323, 324, 325, 326, 327, 328, 329, 335, 336, 337, 338, 339, 340, 356, 310A, 310C, 319A, 328A, 355, 349, 3ST4 per take-off from sheet A6.06 and A6.07					
14	09	91	23	00	0163	SF	2 Coats Paints, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling					\$30,452.95
							Quantity	Unit Price	Factor		Total	
						Installation	11,512.00	x 1.74	x 1.5203	=	30,452.95	
							[3rd Floor] finish paint (E) interior ceiling and beam in Rm #313, 314, 316, 319, 323, 324, 325, 326, 327, 328, 329, 335, 336, 337, 338, 339, 340, 356, 310A, 310C, 319A, 328A, 355, 349, 3ST4 per take-off from sheet A6.06 and A6.07					
15	09	91	23	00	0255	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim					\$436.78
							Quantity	Unit Price	Factor		Total	
						Installation	221.00	x 1.30	x 1.5203	=	436.78	
							[3rd Floor] primer paint (E) door frame for door #3ST4, 334, 327, 328, 329, 318, 319B, 335, 325, 315, 316, 3ST6, 317 per take-off from sheet A2.07 and site visit [13ea x 17lf]					
16	09	91	23	00	0257	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim					\$960.92
							Quantity	Unit Price	Factor		Total	
						Installation	221.00	x 2.86	x 1.5203	=	960.92	
							[3rd Floor] finish paint (E) door frame for door #3ST4, 334, 327, 328, 329, 318, 319B, 335, 325, 315, 316, 3ST6, 317 per take-off from sheet A2.07 and site visit [13ea x 17lf]					
17	09	91	23	00	0259	EA	1 Coat Primer, Brush/Roller Work, One Face, Paint Interior Metal Door					\$168.66
							Quantity	Unit Price	Factor		Total	
						Installation	2.00	x 55.47	x 1.5203	=	168.66	
							[3rd Floor] primer paint (E) door frame for door # 335, 325 per take-off from sheet A2.07 and site visit					
18	09	91	23	00	0261	EA	2 Coats Paint, Brush/Roller Work, One Face, Paint Interior Metal Door					\$298.86
							Quantity	Unit Price	Factor		Total	
						Installation	2.00	x 98.29	x 1.5203	=	298.86	
							[3rd Floor] finish paint (E) door frame for door # 335, 325 per take-off from sheet A2.07 and site visit					

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3rd Floor

19	09	91	23	00	0262	EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Metal Door						\$605.20
							Quantity	Unit Price	Factor			Total	
						Installation	4.00	x 99.52	x 1.5203	=		605.20	
							[3rd Floor] primer paint (E) door frame for door #315, 316, 3ST6, 317 per take-off from sheet A2.07 and site visit						
20	09	91	23	00	0264	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Metal Door						\$1,075.83
							Quantity	Unit Price	Factor			Total	
						Installation	4.00	x 176.91	x 1.5203	=		1,075.83	
							[3rd Floor] finish paint (E) door frame for door #315, 316, 3ST6, 317 per take-off from sheet A2.07 and site visit						
21	10	14	23	11	0101	EA	Removal And Reinstallation Of Interior Door And Office Signage, Up To 4SF						\$3,598.85
							Quantity	Unit Price	Factor			Total	
						Installation	40.00	x 59.18	x 1.5203	=		3,598.85	
							[3rd Floor] remove and reinstall door/office wall signage prior to painting 3rd floor						

Subtotal for 3rd Floor

\$303,065.48

Garage (-1)

22	01	55	26	00	0034	MO	28" Cone With Reflective Collar						\$680.85
							Quantity	Unit Price	Factor			Total	
						Installation	72.00	x 6.22	x 1.5203	=		680.85	
							[Garage Level (-1)] cones to create boundary and isolate construction sites from the public for safety [360lf / 5' o.c. spacing avg]						
23	09	01	90	52	0014	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation						\$3,865.38
							Quantity	Unit Price	Factor			Total	
						Installation	3,581.00	x 0.71	x 1.5203	=		3,865.38	
							[Garage Level (-1)] prep work on (E) drywall and ceiling surface to properly apply paint on acceptable surface per manufacturer's installation guide [(2764sf wall + 817sf ceiling)]						
24	09	01	90	52	0019	SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation						\$349.59
							Quantity	Unit Price	Factor			Total	
						Installation	315.00	x 0.73	x 1.5203	=		349.59	
							[Garage Level (-1)] rough up (E) metal surfaces (door frame and door) by sanding to properly apply paint on acceptable surface per manufacturer's installation guide [5ea x 17sf + 1ea x 20sf + 4ea x 21sf + 3ea x 42sf]						
25	09	91	23	00	0062	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls						\$224.40
							Quantity	Unit Price	Factor			Total	
						Installation	820.00	x 0.18	x 1.5203	=		224.40	
							[Garage Level (-1)] cut-in painting (2 coats) for tight areas of a room: edges of walls, corners, around window and door frames, skirting boards, etc. [(308' wall + 102' door) x 2 coats]						
26	09	91	23	00	0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$3,361.69
							Quantity	Unit Price	Factor			Total	
						Installation	2,764.00	x 0.80	x 1.5203	=		3,361.69	
							[Garage Level (-1)] primer paint (E) exterior side of the wall for Rm #1G09, ST5, 1G06, 1G05, EL2, EL1, ST1 per take-off from sheet A2.03 & A7.00						
27	09	91	23	00	0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$6,765.40
							Quantity	Unit Price	Factor			Total	
						Installation	2,764.00	x 1.61	x 1.5203	=		6,765.40	
							[Garage Level (-1)] finish paint (E) exterior side of the wall for Rm #1G09, ST5, 1G06, 1G05, EL2, EL1, ST1 per take-off from sheet A2.03 & A7.00						
28	09	91	23	00	0157	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Drywall/Plaster Ceiling						\$187.30
							Quantity	Unit Price	Factor			Total	
						Installation	616.00	x 0.20	x 1.5203	=		187.30	
							[Garage Level (-1)] cut-in painting (2 coats) for tight areas of a ceiling: ceiling line and corners [308lf ceiling x 2 coats]						

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Work Order Title: San Mateo Main Library Interior Painting

Garage (-1)

29	09	91	23	00	0161	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling										\$1,179.98
							Installation	Quantity	Unit Price	Factor	=	Total					
								817.00	x 0.95	x 1.5203	=	1,179.98					
							[Garage Level (-1)] primer paint (E) ceiling for stair #1, 5 per take-off from sheet A6.03										
30	09	91	23	00	0163	SF	2 Coats Paints, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling										\$2,161.23
							Installation	Quantity	Unit Price	Factor	=	Total					
								817.00	x 1.74	x 1.5203	=	2,161.23					
							[Garage Level (-1)] finish paint (E) ceiling for stair #1, 5 per take-off from sheet A6.03										
31	09	91	23	00	0255	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim										\$207.52
							Installation	Quantity	Unit Price	Factor	=	Total					
								105.00	x 1.30	x 1.5203	=	207.52					
							[Garage Level (-1)] primer paint (E) door frame for door #1G08 pair, 1G06, 1G05, 1G09, 1G01,1G03 per take-off from sheet A2.03 and site visit [5ea x 17lf + 1EA x 20lf]										
32	09	91	23	00	0257	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim										\$456.55
							Installation	Quantity	Unit Price	Factor	=	Total					
								105.00	x 2.86	x 1.5203	=	456.55					
							[Garage Level (-1)] finish paint (E) door frame for door #1G08 pair, 1G06, 1G05, 1G09, 1G01,1G03 per take-off from sheet A2.03 and site visit [5ea x 17lf + 1EA x 20lf]										
33	09	91	23	00	0259	EA	1 Coat Primer, Brush/Roller Work, One Face, Paint Interior Metal Door										\$337.32
							Installation	Quantity	Unit Price	Factor	=	Total					
								4.00	x 55.47	x 1.5203	=	337.32					
							[Garage Level (-1)] primer paint (E) door #1G08 pair, 1G06, 1G05 for one face per take-off from sheet A2.03 and site visit										
34	09	91	23	00	0261	EA	2 Coats Paint, Brush/Roller Work, One Face, Paint Interior Metal Door										\$597.72
							Installation	Quantity	Unit Price	Factor	=	Total					
								4.00	x 98.29	x 1.5203	=	597.72					
							[Garage Level (-1)] finish paint (E) door #1G09, 1G01,1G03 for one face per take-off from sheet A2.03 and site visit										
35	09	91	23	00	0262	EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Metal Door										\$453.90
							Installation	Quantity	Unit Price	Factor	=	Total					
								3.00	x 99.52	x 1.5203	=	453.90					
							[Garage Level (-1)] primer paint (E) door #1G09, 1G01,1G03 for both face per take-off from sheet A2.03 and site visit										
36	09	91	23	00	0264	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Metal Door										\$806.87
							Installation	Quantity	Unit Price	Factor	=	Total					
								3.00	x 176.91	x 1.5203	=	806.87					
							[Garage Level (-1)] finish paint (E) door #1G09, 1G01,1G03 for both face per take-off from sheet A2.03 and site visit										
37	09	91	23	00	0369	SF	Complex Design, Paint Logo										\$1,394.54
							Installation	Quantity	Unit Price	Factor	=	Total					
								18.00	x 50.96	x 1.5203	=	1,394.54					
							[Garage Level (-1)] paint symbol for stair, elevator, and arrow at (E) elevator wall EL1 & EL2 [3 symbols x 3sf x 2 locations]										
38	09	91	23	00	0379	EA	6" To 12" High, Hand Paint, Per Letter/Number										\$478.44
							Installation	Quantity	Unit Price	Factor	=	Total					
								30.00	x 10.49	x 1.5203	=	478.44					
							[Garage Level (-1)] paint letters "ELEVATOR & STAIRS" at (E) elevator wall EL1 & EL2 [15 letters x 2 locations]										
39	10	14	23	11	0101	EA	Removal And Reinstallation Of Interior Door And Office Signage, Up To 4SF										\$719.77
							Installation	Quantity	Unit Price	Factor	=	Total					
								8.00	x 59.18	x 1.5203	=	719.77					
							[Garage Level (-1)] remove and reinstall door/office wall signage, parking sign prior to painting garage level 1										

Contractor's Price Proposal - Detail

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Work Order Number: 120318.00

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Subtotal for Garage (-1)

\$24,228.45

Garage (-2)

40	01 55 26 00 0034	MO	28" Cone With Reflective Collar							\$661.94
			Quantity		Unit Price		Factor		Total	
		Installation	70.00	x	6.22	x	1.5203	=	661.94	
			[Garage Level (-2)] cones to create boundary and isolate construction sites from the public for safety [350lf / 5' o.c. spacing avg]							
41	09 01 90 52 0014	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation							\$1,963.45
			Quantity		Unit Price		Factor		Total	
		Installation	1,819.00	x	0.71	x	1.5203	=	1,963.45	
			[Garage Level (-2)] prep work on (E) drywall surface to properly apply paint on acceptable surface per manufacturer's installation guide							
42	09 01 90 52 0019	SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation							\$410.63
			Quantity		Unit Price		Factor		Total	
		Installation	370.00	x	0.73	x	1.5203	=	410.63	
			[Garage Level (-2)] rough up (E) metal surfaces (door frame and door) by sanding to properly apply paint on acceptable surface per manufacturer's installation guide [7ea x 17sf + 1ea x 20sf + 7ea x 21sf + 2ea x 42sf]							
43	09 91 23 00 0062	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls							\$187.18
			Quantity		Unit Price		Factor		Total	
		Installation	684.00	x	0.18	x	1.5203	=	187.18	
			[Garage Level (-2)] cut-in painting (2 coats) for tight areas of a room: edges of walls, corners, around window and door frames, skirting boards, etc. [(203' wall + 139' door) x 2 coats]							
44	09 91 23 00 0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls							\$2,212.34
			Quantity		Unit Price		Factor		Total	
		Installation	1,819.00	x	0.80	x	1.5203	=	2,212.34	
			[Garage Level (-2)] primer paint (E) exterior side of the wall for Rm #ST5, 2G07, 2G08, EL2, ST1, 2G04, EL1, 2G11, 2G10 per take-off from sheet A2.02 & A7.00							
45	09 91 23 00 0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls							\$4,452.34
			Quantity		Unit Price		Factor		Total	
		Installation	1,819.00	x	1.61	x	1.5203	=	4,452.34	
			[Garage Level (-2)] finish paint (E) exterior side of the wall for Rm #ST5, 2G07, 2G08, EL2, ST1, 2G04, EL1, 2G11, 2G10 per take-off from sheet A2.02 & A7.00							
46	09 91 23 00 0255	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim							\$274.72
			Quantity		Unit Price		Factor		Total	
		Installation	139.00	x	1.30	x	1.5203	=	274.72	
			[Garage Level (-2)] primer paint (E) door frame for door #2G07, 2G08 pair, 2G 11, 2G04, 2G10, 2G09, 2G01, 2G05 per take-off from sheet A2.02 and site visit [7ea x 17lf + 1ea x 20lf]							
47	09 91 23 00 0257	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim							\$604.38
			Quantity		Unit Price		Factor		Total	
		Installation	139.00	x	2.86	x	1.5203	=	604.38	
			[Garage Level (-2)] finish paint (E) door frame for door #2G07, 2G08 pair, 2G 11, 2G04, 2G10, 2G09, 2G01, 2G05 per take-off from sheet A2.02 and site visit [7ea x 17lf + 1ea x 20lf]							
48	09 91 23 00 0259	EA	1 Coat Primer, Brush/Roller Work, One Face, Paint Interior Metal Door							\$590.32
			Quantity		Unit Price		Factor		Total	
		Installation	7.00	x	55.47	x	1.5203	=	590.32	
			[Garage Level (-2)] primer paint (E) door #2G07, 2G08 pair, 2G 11, 2G04, 2G10, 2G09 for one face per take-off from sheet A2.02 and site visit							
49	09 91 23 00 0261	EA	2 Coats Paint, Brush/Roller Work, One Face, Paint Interior Metal Door							\$1,046.01
			Quantity		Unit Price		Factor		Total	
		Installation	7.00	x	98.29	x	1.5203	=	1,046.01	
			[Garage Level (-2)] finish paint (E) door #2G07, 2G08 pair, 2G 11, 2G04, 2G10, 2G09 for one face per take-off from sheet A2.02 and site visit							

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 Work Order Title: San Mateo Main Library Interior Painting

Garage (-2)

50	09	91	23	00	0262	EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Metal Door					\$302.60
							Quantity	Unit Price	Factor	=	Total	
						Installation	2.00	99.52	1.5203	=	302.60	
							[Garage Level (-2)] primer paint (E) door #2G01, 2G05 for both faces per take-off from sheet A2.02 and site visit					
51	09	91	23	00	0264	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Metal Door					\$537.91
							Quantity	Unit Price	Factor	=	Total	
						Installation	2.00	176.91	1.5203	=	537.91	
							[Garage Level (-2)] finish paint (E) door #2G01, 2G05 for both faces per take-off from sheet A2.02 and site visit					
52	09	91	23	00	0369	SF	Complex Design, Paint Logo					\$1,394.54
							Quantity	Unit Price	Factor	=	Total	
						Installation	18.00	50.96	1.5203	=	1,394.54	
							[Garage Level (-2)] paint symbol for stair, elevator, and arrow at (E) elevator wall EL1 & EL2 [3 symbols x 3sf x 2 locations]					
53	09	91	23	00	0379	EA	6" To 12" High, Hand Paint, Per Letter/Number					\$478.44
							Quantity	Unit Price	Factor	=	Total	
						Installation	30.00	10.49	1.5203	=	478.44	
							[Garage Level (-2)] paint letters "ELEVATOR & STAIRS" at (E) elevator wall EL1 & EL2 [15 letters x 2 locations]					
54	10	14	23	11	0101	EA	Removal And Reinstallation Of Interior Door And Office Signage, Up To 4SF					\$899.71
							Quantity	Unit Price	Factor	=	Total	
						Installation	10.00	59.18	1.5203	=	899.71	
							[Garage Level (-2)] remove and reinstall door/office wall signage, parking sign prior to painting garage level 2					

Subtotal for Garage (-2)

\$16,016.51

Garage (-3)

55	01	55	26	00	0034	MO	28" Cone With Reflective Collar					\$283.69
							Quantity	Unit Price	Factor	=	Total	
						Installation	30.00	6.22	1.5203	=	283.69	
							[Garage Level (-3)] cones to create boundary and isolate construction sites from the public for safety [150lf / 5' o.c. spacing avg]					
56	01	66	19	00	0002	CY	Transfer Delivered Material Between Floors Via Stairs, Per FloorQuantity equals volume of materials multiplied by number of floors traveled.					\$2,215.50
							Quantity	Unit Price	Factor	=	Total	
						Installation	96.00	15.18	1.5203	=	2,215.50	
							[Garage Level (-3)] transfer equipment/tools/materials from the staging area/parking lot to the jobsite [15510sf x 2"/12 /27]					
57	09	01	90	52	0014	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation					\$1,150.65
							Quantity	Unit Price	Factor	=	Total	
						Installation	1,066.00	0.71	1.5203	=	1,150.65	
							[Garage Level (-3)] prep work on (E) drywall surface to properly apply paint on acceptable surface per manufacturer's installation guide					
58	09	01	90	52	0019	SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation					\$234.17
							Quantity	Unit Price	Factor	=	Total	
						Installation	211.00	0.73	1.5203	=	234.17	
							[Garage Level (-3)] rough up (E) metal surfaces (door frame and door) by sanding to properly apply paint on acceptable surface per manufacturer's installation guide [5ea x 17sf + 4ea x 21sf + 1ea x 42sf]					
59	09	91	23	00	0062	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls					\$111.65
							Quantity	Unit Price	Factor	=	Total	
						Installation	408.00	0.18	1.5203	=	111.65	
							[Garage Level (-3)] cut-in painting (2 coats) for tight areas of a room: edges of walls, corners, around window and door frames, skirting boards, etc. [(119' wall + 85' door) x 2 coats]					

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Garage (-3)

60	09 91 23 00 0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$1,296.51
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,066.00 x	0.80 x	1,5203	=	1,296.51		
			[Garage Level (-3)] primer paint (E) exterior side of the wall for Rm #3G05, 3G06, EL1, 3G03, stair 6 per take-off from sheet A2.01 & A7.00						
61	09 91 23 00 0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$2,609.23
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,066.00 x	1.61 x	1,5203	=	2,609.23		
			[Garage Level (-3)] finish paint (E) exterior side of the wall for Rm #3G05, 3G06, EL1, 3G03, stair 6 per take-off from sheet A2.01 & A7.00						
62	09 91 23 00 0255	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim						\$167.99
			Quantity	Unit Price	Factor	=	Total		
		Installation	85.00 x	1.30 x	1,5203	=	167.99		
			[Garage Level (-3)] primer paint (E) door frame for door #3G05, 3G06, 3G04, 3G03, 3G02 per take-off from sheet A2.01 and site visit [5ea x 17lf]						
63	09 91 23 00 0257	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim						\$369.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	85.00 x	2.86 x	1,5203	=	369.58		
			[Garage Level (-3)] finish paint (E) door frame for door #3G05, 3G06, 3G04, 3G03, 3G02 per take-off from sheet A2.01 and site visit [5ea x 17lf]						
64	09 91 23 00 0259	EA	1 Coat Primer, Brush/Roller Work, One Face, Paint Interior Metal Door						\$337.32
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	55.47 x	1,5203	=	337.32		
			[Garage Level (-3)] primer paint (E) door #3G05, 3G06, 3G04, 3G03 for one face per take-off from sheet A2.01 and site visit						
65	09 91 23 00 0261	EA	2 Coats Paint, Brush/Roller Work, One Face, Paint Interior Metal Door						\$597.72
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	98.29 x	1,5203	=	597.72		
			[Garage Level (-3)] finish paint (E) door #3G05, 3G06, 3G04, 3G03 for one face per take-off from sheet A2.01 and site visit						
66	09 91 23 00 0262	EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Metal Door						\$151.30
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	99.52 x	1,5203	=	151.30		
			[Garage Level (-3)] primer paint (E) door #3G02 for both faces per take-off from sheet A2.01 and site visit						
67	09 91 23 00 0264	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Metal Door						\$268.96
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	176.91 x	1,5203	=	268.96		
			[Garage Level (-3)] finish paint (E) door #3G02 for both faces per take-off from sheet A2.01 and site visit						
68	09 91 23 00 0369	SF	Complex Design, Paint Logo						\$697.27
			Quantity	Unit Price	Factor	=	Total		
		Installation	9.00 x	50.96 x	1,5203	=	697.27		
			[Garage Level (-3)] paint symbol for stair, elevator, and arrow at (E) elevator wall EL1 [3 symbols x 3sf]						
69	09 91 23 00 0379	EA	6" To 12" High, Hand Paint, Per Letter/Number						\$239.22
			Quantity	Unit Price	Factor	=	Total		
		Installation	15.00 x	10.49 x	1,5203	=	239.22		
			[Garage Level (-3)] paint letters "ELEVATOR & STAIRS" at (E) elevator wall EL1						
70	10 14 23 11 0101	EA	Removal And Reinstallation Of Interior Door And Office Signage, Up To 4SF						\$539.83
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	59.18 x	1,5203	=	539.83		
			[Garage Level (-3)] remove and reinstall door/office wall signage, parking sign prior to painting garage level 3						

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Subtotal for Garage (-3) \$11,270.59

General

71	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$12,855.44
			Quantity	Unit Price	Factor			Total	
		Installation	8,455.86	x 1.00	x 1.5203	=		12,855.44	
			Bond fees: calculated at 2% of total amount for proposal value of \$422,793.04						
72	01 22 20 00 0023	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.						\$4,761.58
			Quantity	Unit Price	Factor			Total	
		Installation	40.00	x 78.30	x 1.5203	=		4,761.58	
			remove and reinstall fixed information signs/boards, picture frames, banner, plants, etc. on the wall or against the wall at each phase (2 phases/floor) [(1 floor x 2 phases + 3 garage levels) x 8hrs]						
73	01 74 19 00 0012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$4,446.88
			Quantity	Unit Price	Factor			Total	
		Installation	5.00	x 585.00	x 1.5203	=		4,446.88	
			to capture collection and disposal of generated construction debris at each phase (2 phases/floor) [1 floors x 2 + 3 garage levels]						

Subtotal for General \$22,063.90

Stairs

74	09 91 23 00 0062	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls						\$136.83
			Quantity	Unit Price	Factor			Total	
		Installation	500.00	x 0.18	x 1.5203	=		136.83	
			[Stairs] cut-in painting (2 coats) for tight areas in 2nd floor stair: edges of walls, corners, around window and door frames, skirting boards, etc. [500lf x 2 coats]						
75	09 91 23 00 0062	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Plaster/Drywall Walls						\$136.83
			Quantity	Unit Price	Factor			Total	
		Installation	500.00	x 0.18	x 1.5203	=		136.83	
			[Stairs] cut-in painting (2 coats) for tight areas in 1st floor stair: edges of walls, corners, around window and door frames, skirting boards, etc. [500lf x 2 coats]						
76	09 91 23 00 0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$5,456.05
			Quantity	Unit Price	Factor			Total	
		Installation	4,486.00	x 0.80	x 1.5203	=		5,456.05	
			[Stairs] primer paint (E) 1st floor interior wall in stair 1, stair 4, stair 5, & stair 6 per take- off from sheet A2.04, A7.00, & A7.10						
77	09 91 23 00 0067	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$5,801.46
			Quantity	Unit Price	Factor			Total	
		Installation	4,770.00	x 0.80	x 1.5203	=		5,801.46	
			[Stairs] primer paint (E) 2nd floor interior wall in stair 2, stair 4, stair 6 per take-off from sheet A2.05 & A2.06						
78	09 91 23 00 0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$11,675.45
			Quantity	Unit Price	Factor			Total	
		Installation	4,770.00	x 1.61	x 1.5203	=		11,675.45	
			[Stairs] finish paint (E) 2nd floor interior wall in stair 2, stair 4, stair 6 per take-off from sheet A2.05 & A2.06						

Work Order Number: 120318.00

Work Order Title: San Mateo Main Library Interior Painting

Stairs

79	09 91 23 00 0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls				\$10,980.31
			Quantity	Unit Price	Factor	Total	
		Installation	4,486.00 x	1.61 x	1.5203 =	10,980.31	
		[Stairs] finish paint (E) 1st floor interior wall in stair 1, stair 4, stair, 5, & stair 6 per take-off from sheet A2.04, A7.00, & A7.10					
80	09 91 23 00 0157	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Drywall/Plaster Ceiling				\$60.81
			Quantity	Unit Price	Factor	Total	
		Installation	200.00 x	0.20 x	1.5203 =	60.81	
		[Stairs] cut-in painting (2 coats) for the tight areas of a ceiling/soffit in 2nd floor stair: ceiling line and corners [100lf x 2 coats]					
81	09 91 23 00 0157	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Drywall/Plaster Ceiling				\$60.81
			Quantity	Unit Price	Factor	Total	
		Installation	200.00 x	0.20 x	1.5203 =	60.81	
		[Stairs] cut-in painting (2 coats) for the tight areas of a ceiling/soffit in 1st floor stair: ceiling line and corners [100lf x 2 coats]					
82	09 91 23 00 0330	RSR	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Stair (To 4' Wide)				\$8,451.35
			Quantity	Unit Price	Factor	Total	
		Installation	510.00 x	10.90 x	1.5203 =	8,451.35	
		[Stairs] primer paint bottom section of exposed metal stair 1, 2, 4, 5, 6(riser and tread) [(54+21+58+38+84) x 2 riser/tread]					
83	09 91 23 00 0332	RSR	2 Coats Alkyd Enamel, Brush/Roller Work, Paint Interior Metal Stair (To 4' Wide)				\$16,243.65
			Quantity	Unit Price	Factor	Total	
		Installation	510.00 x	20.95 x	1.5203 =	16,243.65	
		[Stairs] finish paint bottom section of exposed metal stair 1, 2, 4, 5, 6(riser and tread) [(54+21+58+38+84) x 2 riser/tread]					

Subtotal for Stairs

\$59,003.55

Proposal Total

\$435,648.48

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

EXHIBIT B
INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS

ARTICLE 18 - MINIMUM SCOPE AND LIMIT OF INSURANCE

- 18.01 Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- 18.02 Coverage shall be at least as broad as:
- A. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - B. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
 - C. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - D. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - E. **Surety Bonds** as described below.
 - F. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - G. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 18.03 If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 18.04 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

ARTICLE 19 - OTHER INSURANCE PROVISIONS

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

- A. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- B. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

19.02 Builder's Risk (Course of Construction) Insurance

- A. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
- B. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

19.03 Claims Made Policies

- A. If any coverage required is written on a claims-made coverage form:
 - 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of contract work.
 - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

19.04 Acceptability of Insurers

- A. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

19.05 Waiver of Subrogation

- A. **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

19.06 Verification of Coverage

- A. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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.

19.07 Subcontractors

- A. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

19.08 Surety Bonds.

- A. Contractor shall provide the following Surety Bonds:
 1. Performance Bond
 2. Payment Bond
 3. Maintenance Bond
- B. The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

19.09 Special Risks or Circumstances.

- A. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



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: 10-469

File ID: 23-7979

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Public Works Department
MEETING DATE: October 16, 2023
SUBJECT:
Beresford Tennis Court Resurfacing – Appropriation and Construction Contract

RECOMMENDATION:

Adopt a Resolution to appropriate \$180,000 from the Capital Project Fund reserve to fund the Beresford Tennis Court Resurfacing project; approve an alternative purchasing procedure to award a construction contract to Angeles Contractor, Inc. in the amount of \$160,193.67; establish a contingency reserve in the amount of \$16,000 for a total amount not to exceed \$176,193.67; and authorize the Public Works Director to execute the contract in substantially the form presented and issue change orders within the contingency amount.

BACKGROUND:

Beresford Park consists of the Recreation Center, Garden Center, Change Building, Picnic Pavilion, Public Restrooms, and playing fields and courts. Beresford Park's four tennis courts were originally constructed in 1967 and were last re-surfaced in 2017. As of July 2023, root damage, surface cracks and paint defects were visible due to normal deterioration which advanced rapidly through the wet weather events and heavy usage in early 2023.

This project was not on the list of funded projects for Fiscal Year 2023-2024. However, due to the level of patron input and the number of community programs that occur at these courts, Public Works Facilities were requested by the Parks and Recreation Department to provide immediate remediation. The scope of work involves scraping, repair and leveling of cracks, sealing the asphalt, and resurfacing. The description was used to develop a fixed-price proposal utilizing a process called "job order contracting" (JOC). The JOC process includes a contract for a fixed term or maximum dollar value in which a contractor is selected based on a competitive bid to perform various and separate job orders in the future, during the life of the contract. The JOC contract serves as an "on call" contracting program that is procured through one umbrella or framework contract. The contract is competitively procured at the onset of the program using a unit price book (UPB), unit price list construction catalog, or custom list of construction prices as a basis for pricing in the procurement process. Each individual job order is then priced from that UPB and allows for rapid deployment of projects with a transparent pricing mechanism.

The JOC process is a competitive procurement method for construction services approved by the City Council by resolution on March 18, 2019, pursuant to San Mateo Municipal Code section 3.60.070(h)(3), which permits the use of procedures approved by the Council that are not set forth in the purchasing ordinance. Specifically, this process involves the development of a detailed project list, establishment of a firm price using a unit price book, and the selection of a pre-qualified construction contractor upon the City's authorization to proceed.

In this case, a multi-step process was used to select Angeles Contractor, Inc. to perform the work, subject to Council approval. First, Sourcewell (formerly known as the National Joint Powers Alliance or NJPA) conducted a competitive proposal process to select The Gordian Group, Inc. (Gordian) to implement JOC on behalf of Sourcewell member agencies.

Second, Gordian competitively bids and administers the JOC process with the use of Gordian's unit price book that will provide the best price to the City. This allows the City to complete required public improvements efficiently by eliminating the need to develop project specifications and eliminating solicitation of bids through a project-specific competitive bidding process. Here, Gordian used the JOC process to select Angeles Contractor, Inc., the low bidder and pre-qualified contractor selected to construct the improvement project.

With contract approval, the construction will begin in October 2023 and be complete by November 2023. Based on the above, staff recommends award of the contract to Angeles Contractor, Inc. because of their experience and availability to perform these construction services.

BUDGET IMPACT:

The Capital Project Fund has a reserve, which is comprised of the unspent fund balance from completed CIP Projects originally funded by the General Fund. There are sufficient funds from this reserve to cover the appropriation of \$180,000. The budget includes the costs for the construction contract with Angeles Contractor, Inc., contingency, and staff time.

ENVIRONMENTAL DETERMINATION:

This project is categorically exempt from CEQA as an "existing facility," because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. (CEQA Guidelines Section 15301.)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Proposed Resolution

Att 2 - Contract

STAFF CONTACT

Steve Wu, Project Manager II

swu@cityofsanmateo.org

(650) 522-7345

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

**AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$180,000 FROM THE CAPITAL PROJECT FUND TO
THE BERESFORD TENNIS COURT RESURFACING PROJECT AND APPROVING AN ALTERNATIVE PURCHASING
PROCEDURE TO AWARD A CONSTRUCTION CONTRACT TO ANGELES CONTRACTOR, INC.**

WHEREAS, the City Council recognizes the need to resurface the tennis courts at the Beresford Recreation Center to be compliant with the current codes and support public needs in the City of San Mateo; and

WHEREAS, funding will be needed to resurface the tennis courts at the Beresford Recreation Center; and

WHEREAS, sufficient funds are available in the Capital Project fund to satisfy the funding needs; and

WHEREAS, San Mateo Municipal Code Section 3.60.070(h)(3) authorizes the City Council to approve alternative purchasing procedures upon a finding that the alternative purchasing procedure is in the best interest of the City; and

WHEREAS, Sourcewell (formerly known as NJPA) has conducted competitive bidding processes to select Gordian, Inc. (Gordian) to implement Job Order Contracting on behalf of their member agencies; and

WHEREAS, the Job Order Contracting process allows for an umbrella construction contract to cover various and separate job orders during the life of the contract, and is beneficial for renovation, remodeling, or alterations where many small project tasks will arise, but the timing, type, and quantity of work are unknown; and

WHEREAS, Sourcewell and Gordian have conducted competitive bidding to select contractors to perform Job Order Contracting based on Gordian's Unit Price Book; and

WHEREAS, unit price books provide fixed unit prices used for establishing budgets for contractor services at member agencies; and

WHEREAS, use of Gordian's Unit Price Book and contract provides a competitive price to the City and allows the City to complete required public improvements efficiently by eliminating the need to develop project specifications or solicit bids for each minor project task; and

WHEREAS, the City approved the Job Order Contracting as a competitive procurement method for construction services by resolution on March 18, 2019 upon findings that the Job Order Contracting process with Gordian is in the best interests of the City; and

WHEREAS, the Beresford Tennis Court Resurfacing project is designed and documented to be priced using Gordian's Unit Price Book; and

WHEREAS, Angeles Contractor, Inc. was selected based on their experience and availability to perform construction services using the Gordian's Unit Price Book; and

WHEREAS, based on these circumstances, staff has determined that this is the best price available because companies have submitted competitive bids.

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

1. In accordance with CEQA Guidelines Section 15301, this project is categorically exempt from CEQA as an "existing facility" because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.
2. The Council authorizes an appropriation of \$180,000 from the Capital Project Fund to the Beresford Tennis Court Resurfacing (46F039) Project.
3. The Job Order Contracting process, as approved by City Council on March 18, 2019, utilizing Gordian's contract and Unit Price Book to award a construction contract to Angeles Contractor, Inc. is in the best interests of the City because it offers the best price to the City and allows the City to complete the resurfacing of the tennis courts at Beresford Recreation Center efficiently by eliminating the need to develop project specifications and eliminating the need for the solicitation of bids through a project-specific competitive bidding process.
4. A construction contract is approved in the amount of \$160,193.67 to Angeles Contractor, Inc. for the Beresford Tennis Court Resurfacing (46F039) Project.
5. The Public Works Director is authorized to execute the contract on behalf of the City and issue change orders within the contingency amount.

CONTRACT FOR CONSTRUCTION

This Contract is by and between.

OWNER

The City of San Mateo
330 West 20th Street
San Mateo, California 94403

CONTRACTOR

Angeles Contractor, Inc.
783 Phillips Drive
City of Industry, CA 91748

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **Beresford Tennis Court Re-surfacing Project** which includes **demolition and disposal; crack sealing, grinding; painting; inspection; testing and closeout.**
 2. The Site of the Work includes designated work areas described in greater detail in the Contract Documents but generally located at **2720 Alameda de las Pulgas, San Mateo, CA 94403.**

ARTICLE 2 - DEFINITIONS AND TERMINOLOGY

2.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 1. Architect:
N/A
 2. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law,

rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

3. Engineer:

N/A

4. Hazardous Environmental Condition— The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
5. Resident Project Representative - The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. The RPR for this project is:

a. Steve Wu, City of San Mateo

2.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Owner, Engineer, or Architect. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of any provision of the Contract Documents.
- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
- a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.
- E. Furnish, Install, Perform, Provide:
 - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

2.03 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Exhibits to this Contract (enumerated as follows):
 - a. **Exhibit A – Scope of Work.**
 - b. **Exhibit B – Insurance Requirements for Construction Contracts.**
 - 5. **National Joint Powers Alliance - Book 2: IQCC Standard Terms and Conditions and Contract General Conditions.**
 - 6. **National Joint Powers Alliance - Book 3: Task Catalog.**
 - 7. **National Joint Powers Alliance Book 4: Technical Specifications.**
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.

- b. Change Orders.
- c. Field Orders.

ARTICLE 3 - CONTRACT DOCUMENTS

3.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and RPR. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the RPR. RPR will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. RPR will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by RPR or its consultants.

3.02 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents.
 - 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. Resolving Discrepancies:
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
 2. When a conflict exists between drawings or between drawings and details, the more stringent of the two shall prevail. When a conflict exists between two specifications, the more stringent of the two shall prevail.
 3. In the event of a conflict that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, the Contract Document higher in precedence shall control and supersede the Contract Documents lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:
 - a. Change Order.
 - b. Addenda.
 - c. Contract.
 - d. Technical Specifications included as an Exhibit to this Contract.
 - e. Drawings included as an Exhibit to this Contract.
 - f. Owner Standard Specifications.
 - g. Owner Standard Drawings.
 - h. National Joint Powers Alliance Book 4: Technical Specifications.**
 - i. National Joint Powers Alliance - Book 2: IQCC Standard Terms and Conditions and Contract General Conditions.**
 - j. The provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document).
 - k. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
 - l. Notice to Bidder.

- m. Instruction to Bidder.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within **365** days after the Effective Date of the Contract and completed and ready for final payment within **395** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine and the parties agree that **\$1000** per day is a reasonable approximation of the Owner's damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1000** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, RPR, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the RPR for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the RPR.
- B. The Contractor shall update and submit the progress schedule to the RPR each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$160,193.67** for all Work.
- B. For any additional Work authorized by Owner, Owner shall pay Contractor in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price in the **National Joint Powers Alliance - Book 3: Task Catalog** times the actual quantity of that Work item completed. Actual quantities installed will be determined by the RPR.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Performance by Sureties. In the event of any termination, Owner shall immediately give written notice to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Contract, provided, however, that if the sureties, within five days after giving them notice of said termination, do not give Owner written notice of their intention to take over the performance thereof within five days after notice, Owner may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account, and at the expense of Contractor, and the sureties shall be liable to Owner for any excess cost or damages occasioned Owner thereby; and, in such event, Owner may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore

6.02 Insurance

- A. The Contractor shall procure and maintain the insurance specified in the Exhibit B of this Contract for the greater of (1) the duration of the contract plus a period of **five (5)** years after completion of the Project or (2) the duration shown in Exhibit B.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and RPR except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work acceptable to Owner, provided that no work may be performed by a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 or 1777.7.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise

expressly required by applicable Laws and Regulations, neither Owner nor RPR shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and RPR, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. In accordance with Public Contract Code Section 7103.5, the contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
- E. Contractor shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep.
- F. In accordance with Labor Code Section 1773.2, contractor will make travel and subsistence payments as required by statute.
- G. In accordance with Labor Code Section 1771, contractor must pay prevailing wages. The prevailing wage scale as determined by the Director of Industrial Relations of the State of California, in force on the day the bid was announced, will be the minimum paid to all craftsmen and laborers working on this project. Contractor shall also require any subcontractors who work or provide any services related to the project to pay all persons performing labor or rendering service under said subcontract or other arrangement at least the general prevailing rate of wages, determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of Contractor to determine the correct scale. Copies of the prevailing wage rates are on file at the City Clerk's office; however, errors or defects in the materials in the City Clerk's office will not excuse a bidder's failure to comply with the actual scale then in force. In accordance with Labor Code Section 1775, the statutory provisions for failure to pay prevailing wages will be enforced.
- H. In accordance with Labor Code Section 1776, contractor must comply with the statutory requirements relating to certified copies of payroll records.
- I. In accordance with Labor Code Section 1777.5, contractor must comply with the statutory requirements relating to the employment of apprentices.
- J. In accordance with Labor Code Section 1810, eight hours labor constitutes a legal day's work. Contractor shall not require more than eight hours' labor in a day and 40 hours in a calendar week from any person employed by Contractor in the performance of such work unless such excess work is compensated for at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to Owner the sum of \$25.00 for each laborer, workman,

or mechanic employed in the execution of this contract by Contractor, or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Section 1810 and 1816, inclusive, of the Labor Code of the State of California.

- K. In accordance with Labor Code Section 1813, the statutory provisions for penalties for failure to comply with wage and hour laws will be enforced.
- L. In accordance with Labor Code Section 1860, the contractor must secure the payment of workers' compensation to its employees.
- M. In accordance with Labor Code Section 6705, the contractor must submit a detailed plan of the shoring and bracing for trenches five feet deep or more for contracts in excess of \$25,000.
- N. In accordance with Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors must be registered with the Department of Industrial Relations. In accordance with Labor Code Section 1771.4, the contractor must post job site notices as required by regulation and this project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to RPR upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or RPR and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give RPR prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If RPR determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give RPR specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. RPR will provide timely review of shop drawings and samples.
- E. RPR's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. RPR's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by RPR and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by RPR on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. RPR and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and RPR, and the officials, employees, and agents, of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of RPR, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. Contractor will defend Owner, its elected and appointed officials, employees, and agents against any such claims. However, this provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence or willful misconduct of the Owner

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through RPR.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- I. In accordance with Public Contract Code Section 9201, Owner shall give contractor timely notification of the receipt of any third-party claims relating to the contract.

ARTICLE 9 - RPR'S STATUS DURING CONSTRUCTION

9.01 RPR's Status

- A. RPR will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of RPR as Owner's representative during construction are set forth in this Contract.
- B. Neither RPR's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by RPR in good faith either to exercise or not exercise

such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by RPR, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by RPR to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- C. RPR will make visits to the Site at intervals appropriate to the various stages of construction. RPR will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. RPR has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. RPR will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. RPR will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. RPR will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the RPR's decision, subject to the need for RPR's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and RPR in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, RPR will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of RPR's findings, conclusions, and recommendations.
- C. After receipt of RPR's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting RPR's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the RPR promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

12.02 Mediation

Should any dispute arise out of this Contract, 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 the American Arbitration Association, the California State Board of Mediation and Conciliation, 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.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and RPR will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give RPR timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of RPR, Contractor shall, if requested by RPR, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. RPR has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or RPR has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work

will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to RPR. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the RPR, no more frequently than monthly, to RPR. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the RPR will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing RPR's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. RPR will recommend reductions in payment (set-offs) which, in the opinion of the RPR, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and RPR in writing that the Work is substantially complete and request the RPR issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and RPR an initial draft of punch list items to be completed or corrected before final payment.
- B. RPR will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If RPR does not consider the Work substantially complete, RPR will notify Contractor and Owner in writing giving the reasons therefor.
- C. If RPR considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, RPR will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, RPR will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the RPR's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and RPR. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given RPR written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by RPR is acceptable to Contractor.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, RPR, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law and Venue

- A. This Contract is to be governed by the law of the state of California and, in the event of litigation, venue will be in the County of San Mateo.

17.07 Notices

- A. All notices shall be in writing, and delivered in person, or transmitted by certified mail, postage prepaid. Notices required to be given to Owner or Contractor shall be addressed as appears in the signature block at the end of this Contract.

17.08 No Partnership or Agency

- A. Nothing in this Contract nor in the contract documents shall be deemed to constitute a partnership in law between Owner and Contractor, or any subcontractor, to constitute either party as an agent of the other for any purpose; or to entitle either party to commit or bind the other in any manner unless expressly agreed upon in the contract documents.

17.09 Severability

- A. If any part or provision of the contract documents is determined by any court to be illegal, invalid, or unenforceable, in whole or in part, the contract documents shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provisions found to be null and void, the parties would not have entered into the contract documents. The parties shall use all reasonable efforts to replace any and all provisions or parts found to be null and void with provisions that are valid under the applicable law and come closest to their original intention.

17.10 Waiver

- A. None of the following shall operate as a waiver of any provision of the contract documents, or of any power herein reserved by the Owner, or any right to damages herein provided: 1) inspection by the Owner or its authorized agents or representatives; 2) any order or certificate for payment, or any payment for, or acceptance of the whole or any party of the work by the Owner; 3) an extension of time; or 4) any position taken by the Owner or its authorized agents or representatives.

17.11 Warranty

- A. Contractor warrants and guarantees that the materials and equipment provided shall be at least of the quality specified and new unless otherwise required or permitted by the contract documents and, if no quality is specified, then the materials and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and complexity,, that the work performed hereunder will be free from defects, and that the work will conform to the requirements of the contract documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Brad Underwood

By: Young Kang

Title: Public Works Director

Title: President

Address for giving notices:

330 West 20th Avenue

San Mateo, CA 94403

Address for giving notices:

783 Phillips Drive

City of Industry, CA 91748

License No.: CA License # 858483
(where applicable)

APPROVED AS TO FORM

Linh Nguyen

Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$4,593.99
			Installation	<div> <div>Quantity</div> <div>3,045.00</div> </div> <div> <div>Unit Price</div> <div>1.00</div> </div> <div> <div>Factor</div> <div>1.5087</div> </div> <div> <div>Total</div> <div>4,593.99</div> </div>	
				Bond fees calculated at 2% \$152,250.18 x 2% = \$3,045.00	
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,349.50
			Installation	<div> <div>Quantity</div> <div>3,045.00</div> </div> <div> <div>Unit Price</div> <div>1.00</div> </div> <div> <div>Factor</div> <div>1.1000</div> </div> <div> <div>Total</div> <div>3,349.50</div> </div>	
				Builder's risk policy \$152,250.18 x 2% = \$3,045.00	
3	01 22 23 00 0879		WK	3,000 PSI Pressure Washer With Full-Time Operator	\$10,754.19
			Installation	<div> <div>Quantity</div> <div>2.00</div> </div> <div> <div>Unit Price</div> <div>3,564.06</div> </div> <div> <div>Factor</div> <div>1.5087</div> </div> <div> <div>Total</div> <div>10,754.19</div> </div>	
				4 Courts pressure wash by phases. Before and after.	
4	01 74 19 00 0017		EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.	\$1,154.16
			Installation	<div> <div>Quantity</div> <div>1.00</div> </div> <div> <div>Unit Price</div> <div>765.00</div> </div> <div> <div>Factor</div> <div>1.5087</div> </div> <div> <div>Total</div> <div>1,154.16</div> </div>	
				Asphalt spoils at high and low repaired area	
Subtotal for Section - 01					\$19,851.84
Section - 03					
5	03 01 30 71 0049		LF	Up To 1/4" Wide, Latex Emulsion, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Squeeze Tube (Quikrete® Concrete Crack Seal)	\$47,131.79
			Installation	<div> <div>Quantity</div> <div>5,500.00</div> </div> <div> <div>Unit Price</div> <div>5.68</div> </div> <div> <div>Factor</div> <div>1.5087</div> </div> <div> <div>Total</div> <div>47,131.79</div> </div>	
				Court crack repair	
6	03 35 43 00 0003		SF	Mechanically Grind Concrete Floor With 80 Grit Metal Bonded Diamond Wheels	\$30,632.64
			Installation	<div> <div>Quantity</div> <div>14,400.00</div> </div> <div> <div>Unit Price</div> <div>1.41</div> </div> <div> <div>Factor</div> <div>1.5087</div> </div> <div> <div>Total</div> <div>30,632.64</div> </div>	
				High Spot Grinding area	

Work Order Title: San Mateo Beresford Tennis Court Resurfacing

7	03	35	43	00 0003	0139	MOD	For >8,000 To 15,000, Deduct		-\$7,169.34	
							Quantity	Unit Price	Factor	Total
Installation							14,400.00	x -0.33	x 1.5087 =	-7,169.34

\$70,595.09

8	32	01	17	63	0020	EA	Asphalt Placement For Small Repair Areas, Cold Mix, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.					\$6,236.51
						Installation	Quantity		Unit Price		Factor	Total
							2.00	x	2,066.85	x	1.5087	= 6,236.51

*Closest item Milled down area asphalt placement x2 separate courts locations.

9		32	12	13	13	0005	SY Tack Coat, 0.10 Gallon/SY								\$2,003.55	
							Quantity		Unit Price		Factor	=	Total			
							Installation	1,600.00	x	0.83	x	1.5087	=	2,003.55		
14,400/9 = 1,600SY SS-1 Tack Coat at grinded area to bond fine asphalt																

10	32	18	23	61	0003	SY	100% Acrylic Resurfacer, Athletic Surfacing System (California Products Plexipave® Acrylic Resurfacer), Per Coat Includes ultra fine silica sand. Applied with rubber squeegee.					\$14,483.52
							Quantity	Unit Price	Factor	=	Total	
						Installation	6,400.00	1.50	x	1.5087	=	14,483.52
							2 coats of acrylic resurface to 4 tennis courts. 28,800SF					

11	32	18	23	61	0008	SY	100% Acrylic Emulsion Color Coating, Athletic Surfacing System (California Products Fortified Plexipave®), First CoatIncludes ultra fine silica sand. Applied with rubber squeegee.		\$16,221.54	
						Installation	Quantity 3,200.00	x Unit Price 3.36	x Factor 1.5087	= Total 16,221.54
							1st coat of acrylic color coat	28,800SF		

12	32	18	23	61	0009		SY	100% Acrylic Emulsion Color Coating, Athletic Surfacing System (California Products Fortified Plexipave®), Second CoatIncludes ultra fine silica sand. Applied with rubber squeegee.	\$12,938.61
							Installation	Quantity 3,200.00 x Unit Price 2.68 x Factor 1.5087 = Total 12,938.61	
								2nd coat of acrylic color coat 28,800SF	

13	32	18	23	61	0010	SY	100% Acrylic Emulsion Color Coating, Athletic Surfacing System (California Products Fortified Plexipave®), Third Coat	Price per coat for third or additional coats. Includes ultra fine silica sand. Applied with rubber squeegee.	\$11,152.31	
						Installation	Quantity	Unit Price	Factor	Total
							3,200.00	2.31	x 1.5087	= 11,152.31
							3rd coat of acrylic color coat	28,800SF		

14		32	18	23	61	01	013	SY	Tennis Or Basketball Court Line Striping For Athletic Surfacing System , Per SY Of Court (California Products Plexipave® Hi-Hide Plexicolor®) Textured or non-textured highly reflective line marking paint.	\$6,710.70
									Quantity Unit Price Factor = Total	
									Installation 3,200.00 x 1.39 x 1.5087 = 6,710.70	
								Court striping		

\$69,746.74

\$160,193.67

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Page 2 of 2
9/15/2023

EXHIBIT B
INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS

ARTICLE 18 - MINIMUM SCOPE AND LIMIT OF INSURANCE

- 18.01 Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- 18.02 Coverage shall be at least as broad as:
- A. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - B. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
 - C. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - D. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - E. **Surety Bonds** as described below.
 - F. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - G. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 18.03 If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 18.04 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

ARTICLE 19 - OTHER INSURANCE PROVISIONS

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

- A. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- B. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

19.02 Builder's Risk (Course of Construction) Insurance

- A. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
- B. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

19.03 Claims Made Policies

- A. If any coverage required is written on a claims-made coverage form:
 - 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of contract work.
 - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

19.04 Acceptability of Insurers

- A. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

19.05 Waiver of Subrogation

- A. **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

19.06 Verification of Coverage

- A. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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.

19.07 Subcontractors

- A. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

19.08 Surety Bonds.

- A. Contractor shall provide the following Surety Bonds:
 1. Performance Bond
 2. Payment Bond
 3. Maintenance Bond
- B. The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

19.09 Special Risks or Circumstances.

- A. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



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: 72-467

File ID: 23-7988

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Public Works Department
MEETING DATE: October 16, 2023
SUBJECT:
Clean Water Program – Program Management Amendment

RECOMMENDATION:

Approve Amendment No. 9 to the agreement with CH2M Hill Engineers, Inc. to authorize scope and funding for the tenth year of program management services for the Clean Water Program; authorize payment in an amount not to exceed \$7,447,151; establish a contingency amount of \$1,487,000; amend the term to extend through June 30, 2026; and authorize the Public Works Director to execute this amendment and task amendments within the contingency amount in substantially the form presented.

BACKGROUND:

The Clean Water Program (CWP) is a \$1 billion capital improvement program necessary to replace aging infrastructure in the wastewater treatment plant and collection system to meet regulatory requirements. On October 20, 2014, Council approved a professional services agreement with CH2M Hill Engineers, Inc. (CH2M) to provide program management for the Clean Water Program for one year with automatic extensions for five additional years, with scope and funding for subsequent years to be authorized annually by the City Council. Council authorized the scope of services for Years 2 through 9 under Amendment Nos. 1 through 8, respectively. The scope and funding for each subsequent year continues to be jointly developed and negotiated between City and CH2M staff, with annual authorization by Council. The recommended Amendment No. 9 details the scope of services and funding for Year 10 of the contract.

In accordance with the City's municipal code and policy for procurement of services, the City selected CH2M through a Request for Proposals issued in July 2014. City staff selected CH2M based on the quality of the firm's proposal, qualifications, and experience in similar programs; quality of key staff and program organization; understanding of unique project issues; well-defined scope and approach; capacity for innovative approaches; identification of sufficient staffing and appropriate level of effort; and client references.

Year 1 activities focused on developing the structure and team needed to deliver the CWP, performing validation studies for the WWTP, and continuing progress on current improvement projects. Year 2 activities focused on refining established project scopes, budgets, and schedules; shifting project delivery and execution; certifying and adopting the Programmatic Environmental Impact Report; and selecting the In-System Storage Program Approach. Year 3 and 4 activities focused on project implementation; completion of project-level alternative analyses; preliminary and final design; development of financing strategies; evaluation of impacts to ratepayers; public outreach; continuing environmental and permitting requirements for the projects; and evaluation of underground flow equalization system sites. Years 5 and 6 activities focused on shifting to construction phase for most of its projects; implementing financing strategies through bond financing and submission of letters of interest and applications to request State and Federal loans; continuing public outreach; continuing environmental and permitting requirements for projects; and completion of some of the projects. Years 7, 8, and 9 activities have focused largely on construction management services for the WWTP projects and the

Underground Flow Equalization System, as well as several other projects in the City's collection system; securing two Federal WIFIA loans and one State Revolving Fund loan, saving ratepayers nearly \$120 million; continued project delivery; and programmatic support.

Year 10 services will continue to focus on project delivery, shifting the final capacity improvement and flow management projects from design phase to construction phase, and project completions. It is anticipated that the Underground Flow Equalization System project will finish construction, as well as the new facilities associated with the Wastewater Treatment Plant Upgrade & Expansion project. The delivery of WWTP improvements will continue through and beyond Year 10. The scope continues to be based on a project and functional services structure designed to support the CWP. Tasks include program administration, program controls, engineering and project management, construction management and inspection, environmental and permitting support, and public outreach. The detailed scope of services is described in Attachment 1 - Exhibit A. The following projects will be in design; starting or in construction; or completing construction during Year 10:

- In Design
 - WWTP Annual Major Components (various packages)
 - Basin C Sewer Rehabilitation
 - Basin D Sewer Rehabilitation
- Starting or In Construction
 - WWTP Upgrade & Expansion (Package 3) (WIFIA & SRF Funded)
 - WWTP Immediate Action Projects, Package 3
 - WWTP Annual Major Components (various packages)
 - Basins 2 & 3 – El Camino Real Capacity Improvements (WIFIA Funded)
 - East San Mateo Lift Station Improvements, Package 2
 - Basin B Sewer Rehabilitation
- Scheduled for Anticipated Construction Completion
 - WWTP Immediate Action Projects, Package 2
 - WWTP Annual Major Components (various packages)
 - Basin A Sewer Rehabilitation
 - Basin E Sewer Rehabilitation
 - Basins 2 & 3 – Underground Flow Equalization System Project (WIFIA Funded)
 - Basins 2 & 3 – Dale Avenue Pump Station Improvements (WIFIA Funded)
 - Basins 2 & 3 – Delaware Street Relief Sewer (WIFIA Funded)

CH2M will continue to provide project and construction management for the wastewater treatment plant and construction management oversight of the collection system projects. Amendment No. 9 includes the jointly developed scope of services for Year 10 and the associated budget of \$7,447,151. The level of effort and fee was negotiated based on quantity and complexity of projects and program needs anticipated for the ensuing year.

For Year 10, the requested contingency budget is \$1,487,000. Majority of this contingency budget is based on estimated costs of additional project management and construction management services the City may require if there are delays to active construction projects. This contingency budget also accounts for general risks associated with program/project delivery and unanticipated scope that may arise through Year 10.

To provide continuity of the Program team, staff also recommends extending the agreement period through the anticipated completion of the Clean Water Program, which is scheduled for completion at the end of fiscal year 2025/2026 (June 30, 2026). The scope and funding for each subsequent year will continue to be jointly developed and negotiated between City and CH2M staff, with annual authorization by City Council.

BUDGET IMPACT:

On October 20, 2014, City Council approved a professional services agreement with CH2M to provide program management for the Clean Water Program. Amendments were approved for each subsequent year. The following table

shows the agreement and amendment contracted values and the actuals spent per year.

Year	Agreement / Amendment	Amount Approved by Council	Actuals Spent	Underrun
1	Original Agreement	\$4,856,900	\$4,856,900	\$0
2	Amendment No. 1	\$8,998,731	\$8,998,731	\$0
3	Amendment No. 2	\$14,366,405	\$11,270,001	\$3,096,404
4	Amendment No. 3	\$17,493,206	\$13,722,696	\$3,770,510
5	Amendment No. 4	\$23,670,000	\$12,180,400	\$11,489,600
6	Amendment No. 5	\$17,600,000	\$13,641,446	\$3,958,554
7	Amendment No. 6	\$14,330,000	\$13,198,689	\$1,131,311
8	Amendment No. 7	\$11,132,000	\$10,828,744	\$303,256
9	Amendment No. 8	\$9,400,769	\$9,864,064*	(\$463,295)**

* Value includes Year 9 Actuals as an estimate at completion of Year 9 and will be confirmed in November 2023.

**Although an overrun is shown, the contingency reserve has been utilized to prevent an actual overrun in budget. Year 9 "Actuals Spent" are anticipated to exceed the Year 9 "Amount Approved by Council" (\$9,400,769) due to added scope and service needs. As of August 2023, the Public Works Director executed ten task order amendments totaling \$523,317 using Year 9's \$1,410,000 contingency reserve, increasing the Year 9 budget to \$9,924,086. The anticipated "Actuals Spent" are forecasted to be \$60,022 under this increased Year 9 budget.

The level of effort for Amendment No. 9 for Year 10 is estimated at an amount not to exceed \$7,447,151, including a contingency budget of \$1,487,000, to fund increased level of effort for certain tasks if determined necessary and authorized by the Public Works Director.

Program Management tasks constitute approximately \$2,178,115 and will be charged to the Program Management Project (469981).

Project-specific tasks such as project management and construction inspection, estimated at approximately \$5,269,036 have been included in the budgets for, and will be charged to, the individual projects to which they pertain (469988, 46s003, 46s005, 46s090, 46s091, 46s092, 46s093, 46t003, 46t009, 46t010, and 46t090).

ENVIRONMENTAL DETERMINATION:

Council approval of Amendment No. 9 to the Agreement between the City and CH2M is exempt from CEQA review because entering into a professional services agreement amendment for continued program management can be seen with certainty that there is no possibility that the amendment may have a significant effect on the environment. (CEQA Guidelines section 15061(b)(3).) In addition, the City prepared a Final Programmatic Environmental Impact Report (Final PEIR) for the Clean Water Program in accordance with the California Environmental Quality Act (CEQA) (SCH No. 2015032006). Council on June 6, 2016, certified the PEIR. In accordance with CEQA, the Final PEIR serves as the primary environmental compliance document for the implementation of the Clean Water Program. The City prepared Addenda to the Final PEIR that was approved on July 16, 2018 (Addendum 1) and April 15, 2019 (Addendum 2).

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Amendment No. 9

STAFF CONTACT

Deryk Daquigan, Acting Deputy Director of Public Works
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(650) 522-7287

Brad Underwood, Director of Public Works
bunderwood@cityofsanmateo.org
(650) 522-7303

**AMENDMENT NO. 9 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
CH2M HILL ENGINEERS, INC. FOR
PROGRAM MANAGEMENT SERVICES**

WHEREAS, the City of San Mateo (“City”), a municipal corporation of the State of California, and CH2M HILL ENGINEERS, INC. (“CONSULTANT”), entered into an Agreement for Program Management Services (“Agreement”) on October 27, 2014; and

WHEREAS, the Clean Water Program is a \$1 billion capital improvement program necessary to replace aging infrastructure in the wastewater treatment plant and collection system to meet regulatory requirements; and

WHEREAS, City Council approved a professional services agreement with CH2M in October 2014 to provide program management for the Clean Water Program with scope and funding for subsequent years to be authorized annually by the City Council; and

WHEREAS, City Council authorized the scope of services for years two through eight of the Clean Water Program under Amendment Nos. 1 through 8, respectively; and

WHEREAS, City and CONSULTANT wish to amend the Agreement to extend and amend program management services as described below.

NOW, THEREFORE, the parties agree as follows:

1. Section 1, “Scope of Project,” of the Agreement is amended to add services as described in Exhibit A to Amendment No. 9 and made a part hereof.
2. Section 3.2, “Consultant,” of the Agreement is amended, as described in Exhibit D, to replace the stated key personnel and contractually commit the noted staff to the delivery of the Clean Water Program and made a part hereof.
3. Section 5, “Duties of Consultant,” of the Agreement is amended to add services as described in Exhibit A to Amendment No. 9 and made a part hereof.
4. Section 7, “Term, Progress, and Completion,” Second Paragraph, of this Agreement is amended as follows:

It is understood and agreed that time is of the essence of this Agreement. CONSULTANT’ agrees to perform the services within the time limits et forth in EXHIBIT B. The term of this Agreement shall commence on the effective date of the Agreement and end on June 30, 2026. The City with reasonable notice to the CONSULTANT reserves the right to commence,

close, reduce, or extend the CONSULTANT's services at any time in response to changing needs.

5. Section 8, "Payment," of the Agreement is amended to add services as described in Exhibit A to Amendment No. 9 and made a part hereof.
6. Section 8, "Payment," of the Agreement is amended to provide the updated cost schedule set forth in Exhibit C to Amendment No. 9 and made a part hereof.

The remaining terms of the Agreement remain in full force and effect.

CITY OF SAN MATEO

CONSULTANT

Brad B Underwood
Interim Public Works Director

Scott Jones
Vice President

Date: _____

Date: _____

ATTEST:

Patrice Olds, City Clerk

Date: _____

Approved as to Form:

Prasanna Rasiah, City Attorney

Date: _____

Attachments:

Exhibit A – CH2M HILL Year 10 Scope of Services

Exhibit B – Not Applicable

Exhibit C – Revised Rate and Cost Schedule Including Hourly Rates, Sub-Consultants, and Reimbursable Expenses

Exhibit D – Clean Water Program Year 10 Staff Commitment

EXHIBIT A

CH2M Year 10 SCOPE OF SERVICES

Task 01. Program Management and Administration

Task 1 includes activities related to the general administration of the City of San Mateo (City) Clean Water Program (Program). This task will provide services to keep the Program on schedule and communicate and mitigate team or quality concerns. The CH2M Program Manager Advisor, the CH2M Construction Management Lead, the CH2M Program Controls Lead, the City Program Executive, City Program Manager, and City Engineering Delivery Leads, as part of the Program Management Team (PMT), are responsible for the day-to-day management of the Program and Program team, including work assignments, and performance monitoring. They will work together to adjudicate competing operational requirements, communicate a common plan, and enable overall Program schedule flow. They will also facilitate Program-level decision making and accurate root-cause problem identification for early and decisive corrective actions needed to deliver the Program within budget and on schedule.

Task 01.01 Program Management

- a. **Program Management:** Key responsibilities and activities to be performed by the Program Manager Advisor include the following:
 - Provide a safe working environment, strong communications and inclusion, and forward strategic thinking and planning for successful Program implementation. Provide safety training for construction and field work to Jacobs Program staff and subcontractors.
 - Ensure high team performance, assign appropriate staff for delivery, and proactively track delivery, cost, scope, and schedule changes at the Program level.
 - Manage and retain key staff, flex to fill gaps, and maintain Program succession planning.
 - Support the Program's political, Council, Commissions, and public outreach strategy and needs.
 - Oversee the management, tracking, and reporting of Program monthly performance and progress, including:
 - Review earned value, cost performance index (CPI), and schedule performance index (SPI).
 - Establish Key milestones and track successes.
 - Oversee critical path activities and all functional teams including project delivery, environment and permitting, public outreach, funding, and construction.
 - Review CH2M and subconsultant invoices.
 - Provide timely assistance with problem solving to resolve critical issues or unforeseen events that may arise, such as: significant construction delays, large variation orders, unforeseen events that can impact scope, schedule and costs, regulatory permit non-compliance, any safety concerns, key staff losses and retention needs.
 - Provide Programmatic oversight, guidance, and training related to Program processes and procedures.

- Support City Engineering and Delivery Leads as follows:
 - Resourcing of Project Managers
 - Monthly project reviews
 - Process and procedure ownership
 - Delivery consistency
 - Periodic audit of process compliance
 - Review of scopes, budgets, changes
 - Review of internal and external deliverables
 - Review of agreements, administrative reports (ARs), and Amendments
 - Review of Estimates at Completion (EAC)/Estimates to Complete (ETC) and schedule updates
 - Management of Project level risk reviews/updates
- Coordinate and lead project deep dives with Project Managers at least monthly for all projects.
- Lead change management activities in close coordination with a Change Management Board. Organize and manage the weekly Change Board meetings. Support tracking and management of Change Request Forms (CRFs); coordinate with Project Managers to review and approve Level 4 CRFs; and coordinate with Project Managers to prepare Level 3 CRFs for Change Board approval.
- Provide leadership for risk management at the Program and project levels to support the mission of the Program at the lowest possible cost and per the defined schedule. Conduct significant project phase change risk reviews. Coordinate with the PMT and Project Managers to facilitate risk updates and review, monitor, and update mitigation strategies. Hold the project managers accountable and coordinate risk updates with the Program Controls team. Bring risk concerns to the attention of the City and PMT on an as-needed basis and discuss in detail at the PMT meetings. At the project level, Project Managers are expected to update and communicate individual risks to the Program Manager Advisor.
- Implement the quality management plan developed in Year 1 and updated in Years 2 through 9 of the Program. Provide quality assurance (not quality control) and work with the Program team to ensure that proper quality measures are taken to prevent additional risk to the Program and the City. Project Managers and Program staff will be accountable for quality of their own work and assurance of the work they are managing.
- b. **Program Oversight:** The Principal in Charge (PIC) will perform a site visit and client debrief once each quarter. The PIC will meet with the City Manager, Public Works Director and/or Deputy Public Works Director during these site visits to review status of the Program, CH2M performance, and other related topics.

Deliverables

1. Annual updates to Program Management Plan (PMP) as needed.
2. Annual list of program successes/achievements.
3. Succession plan and staffing recommendations as needed.
4. Phase change risk review updates for individual projects.
5. Incorporation of new project-specific risk registers into the Program risk register.
6. As-needed training materials or presentations for Program related processes and procedures.

7. As-needed training materials or presentations for Project Management tools and performance monitoring.

Assumptions

1. PMA will be based in San Mateo.
2. City will provide the following roles to support this task and the Program:
 - a. Program Executive
 - b. Program Manager
 - c. Engineering Delivery Leads – WWTP and Collection Systems
3. Program-related meetings will be held virtually through Microsoft Teams calls. In-person meetings, if needed, will be held at the CH2M WWTP Construction Management (CM) Trailer.
4. Bi-weekly PMT coordination meetings will be held.
5. Activities related to the Regional Service Customers and Partner Agency Coordination/support will be led by City. Any Regional Service Customers and Partner Agency Coordination effort requested of CH2M team members will be handled as a change and funded from contingency.
6. Individual Project Managers will work directly with designers and contractors to develop and update project-specific risk registers.
7. Change Management Board will consist of the Program Manager Advisor, City Public Works Director, City Deputy Public Works Director (Program Executive), and City Engineering Manager (Program Manager). Depending on the Change Request Forms being reviewed at the Change Board Meeting, participants may also include the Engineering Delivery Leads and associated Project Managers/Construction Managers.
8. All requests for non-local staff to travel to the Bay Area in support of the WWTP and Collection System projects will be managed as a change and be funded through contingency.

Task 02. Program Controls

Task 2 covers activities related to financial management of the Program, including Program Controls Management, Economic Management, Document Management, and State and Federal Funding Coordination.

Task 02.01. Program Controls Management

The Program Controls team will maintain accurate and timely data to analyze and report on the status of the Program and its individual projects, revealing areas of potential risk or opportunity and highlighting recurring problems and best practices that can be adopted to address them at both the project and Program levels. The Program Controls team will continue to use the system of integrated tools and processes to support the monitoring and reporting on true progress of projects considering the work physically completed and approved by the PM/CM Team, the time taken, and the actual costs incurred to complete that work. Program Controls will coordinate between the PMT, Project Managers, Program team members, and City to get the most updated cost, schedule, and change management data.

The Program Controls responsibilities are categorized into two separate focus areas, Program-level and project-level as described below.

- a. **Program Controls Management:** Includes the following key activities:

- Manage the Program Controls function and team.
 - Oversee general Program reporting.
 - Oversee document and Program SharePoint site management.
 - Prepare semi-annual cash flow analysis.
 - Coordinate with Program functional leads and Project Managers.
 - Ensure quality control of Program Controls deliverables.
- b. **Project Controls (Cost, Schedule, and Reporting)**. Includes the following key activities:
- Use and maintain the standard program work breakdown structure (WBS) for all projects.
 - Prepare project baseline budgets and schedules and perform monthly cost and schedule management/updates for Project Managers.
 - Provide monthly project controls support for Project Managers and Construction Managers.
 - Conduct monthly cost and schedule update meetings with Project Managers and Construction Managers.

Deliverables

1. Program cash flow analysis and memorandum: provide semi-annually.
2. Provide PDF of Primavera P6 (P6) project schedule and costs monthly for all projects.

Assumptions

1. City will provide the Program Controls team with read access to Workday to provide actual costs monthly. These costs are imported to P6. Invoices in Workday can be delayed by up to three months; therefore, project accruals will be tracked, and actual costs will be confirmed through Workday.
2. City converted from the use of EDEN to Workday for their accounting system in Fall 2022. Any training for CH2M staff or issues encountered resulting in additional or unanticipated effort associated with this transition as it relates to management of the Program will be considered out of scope and will be managed through change utilizing contingency.
3. City will prepare annual project charters in support of their fiscal year budgeting process. CH2M will not provide support of the Charter process.
4. Any special Program or Project Controls analyses, reports (such as Time Impact Analysis (TIA), other claims analysis, etc.), or other support will be managed via contingency.
5. The Program Dashboard is no longer updated or maintained.

Task 02.02. Economic Management

CH2M will perform TACT model update semi-annually with new P6 information and financial data as available and relevant to support the production of a semi-annual cash flow.

CH2M will participate in and contribute to two Year 10 Economic Summits scheduled, managed and run by the City. The PMA and SRF/WIFIA Lead will participate from CH2M in the meetings. CH2M will prepare and present a brief presentation summarizing the Program Financial status, summary of active/future projects, significant program risks that remain, program schedule status and SRF/WIFIA loan program status at each summit.

Deliverables

1. Semi-annual cash flow analysis (June and December).
2. Financial reporting for inclusion with WIFIA/SRF annual and quarterly compliance reporting deliverables.
3. Economic Summit Presentation

Assumptions

1. TACT model will remain the property of CH2M and will not be provided to the City.
2. Base scope does not include any TACT modeling scenario analysis. Any TACT modeling scenario analysis requested will be managed as a change and funded through use of contingency.
3. Economic Summit meetings will be held in person in San Mateo. Duration of 2 hours or less is anticipated. City will organize, manage, and prepare meeting notes for the summit.

Task 02.03. Document Management

The Program team will use the Program SharePoint site to manage project-related documentation outside of construction management-related documents, which will be stored and managed in Procore. This will allow the team to collaborate on documents in progress and provide a repository for project records.

The following activities will be performed under this task:

- Assist team with records storage within SharePoint.
- Maintain the term store and update as needed.
- Monitor SharePoint records for compliance with meta data requirements.
- Perform periodic records storage cleanup, clean recycle bin, check for duplicate records, etc.
- Prepare records management training materials and provide training, as needed.

Deliverables

1. Document management training materials for the Program team, as needed.

Assumptions

1. City will provide Document Controls support to perform the necessary City processes for document management, including coordination with the City Clerk's Office and updates to the Terms-Store.
2. City will provide SharePoint administrative support as needed for maintaining the Program SharePoint site environment and adequate storage capacity.
3. Procore will be used for document management of construction-related records.
4. Special requests from the City regarding SharePoint storage management or other special topics will be considered changes in scope and be funded through contingency.
5. City will provide a solution to move files from Procore to SharePoint for completed projects.

Task 02.04. State and Federal Funding Coordination

CH2M will provide ongoing support of the Program's WIFIA loan efforts. Activities will include coordination with the Program Controls and Economic Management team to update cash flow projections; preparation of documentation to comply with WIFIA quarterly reporting requirements; and support City Finance team in preparation of documentation for loan disbursement requests.

CH2M will provide ongoing support of the Program's SRF loan efforts. Activities will include preparation of documentation to comply with SRF quarterly reporting requirements including review of environmental compliance; annual reporting requirements related to Disadvantaged Business Enterprise (DBE) compliance to satisfy SRF conditions (prepared by Sundt); and preparation of documentation for loan disbursement requests.

Deliverables

1. Quarterly project status reports to WIFIA.
2. Quarterly project status reports to SRF.

Assumptions

1. City will lead coordination efforts with Federal agencies, including facilitation of meetings with City Finance Department/PFA, WIFIA and SRF organizations, and provide input on processes needed to satisfy loan requirements.
2. City Management Analyst team will lead development and review of invoicing forms and formats, CH2M to provide oversight and support.
3. Review of City-prepared payment and invoicing forms and formats ensuring that they are acceptable to Federal agencies and support of initiation of inter-PFA invoicing process is not included in the base scope but could be added through use of contingency.
4. Requests for CH2M support, such as coordination with State and Federal agencies and City Finance Department; coordination between the San Mateo-Foster City Public Financing Authority (PFA) and Federal agencies; preparation for Federal site visits or audits; check-in/coordination with the United States Environmental Protection Agency (EPA) for administration of both WIFIA loans and the SRF loan; and other support will be managed as changes utilizing contingency.
5. The City's Contractor for the WWTP Upgrade and Expansion Project, Sundt Construction, Inc., will be responsible to prepare the annual DBE report using SRF's standard form and guidelines. CH2M will be responsible for coordination, review, and submission to SRF.

Task 03. Engineering and Project Management

This task will consist of project management and engineering activities to meet the goals of the Program, provide the best and most efficient solutions, and keep the Program on schedule and within budget.

Task 03.01. Engineering Delivery Management

A CH2M Engineering Delivery Management role will not be provided in Year 10. The project management and delivery activities will be coordinated by the Program Manager Advisor under Task 01 Program Management.

City will provide two Engineering Delivery Leads who will oversee activities related to wastewater treatment plant and collection system projects with support from CH2M to provide a holistic perspective of how each project impacts the overall Program and to assist the Engineering Delivery Leads in driving consistency across the projects.

Task 03.02/03. Project Management

CH2M will provide Project Managers to deliver Program projects for the collection system and the WWTP if agreed with the City. Project Managers will be responsible for efficient delivery of projects by managing Consultants and Contractors, managing project scope, cost, schedule and quality, and communication with the Engineering Delivery team.

Primary **Project Management Team responsibilities during the design phase of the project** are detailed below:

- Scope, budget, and schedule management and reporting
 - Review, manage, and monitor Consultant scope of work; monitor and track progress against scope of work; and report progress monthly.
 - Review, manage, and monitor Consultant budgets; monitor and track project budgets and costs using Program tools; status project-level earned value progress and prepare EACs monthly; coordinate and facilitate value engineering reviews if needed.
 - Develop and coordinate project level schedule; review, manage, and monitor Consultant schedules; report status against schedule; and provide monthly progress report.
 - Coordinate with the Engineering Delivery team and Program Controls to report the latest project cost and schedule information.
- Risk management
 - Identify, develop, and maintain project level risks, risk definitions, and assessments
 - Develop risk mitigation strategies
 - Coordinate with Risk Manager to provide risk updates to PMT
- Change management
 - Provide oversight and communication of project Decision Log
 - Negotiate and process consultant and contractor amendment requests; preparation of Change Request Form (CRF)
 - Control scope by identifying and managing changes during design
 - Support development of materials for and presentation of CRFs to Change Board
- Procurement, task order, and contract management
 - Review and negotiation of consultant proposed scope and fee
 - Develop procurement documents for Consultant Agreements
 - Prepare Administrative Reports for City Council action
 - Administer and manage consultant (professional services) agreements

- Administer and manage task orders and purchase orders request forms/POARS associated with project needs, such as right of way acquisition, PG&E services, etc.
 - Prepare contract amendments and change orders
 - Manage and approve Consultant invoices/payments
 - Resolution of Consultant contract issues/disputes
- Team leadership and management
 - Coordinate project involvement of Functional Leads and Technical Advisors as appropriate
 - Coordination and oversight of consultant(s) or other third parties during all phases
 - Monthly reporting to Engineering Delivery Team
 - Inform PMT of progress and issues
 - Coordinate with other projects as needed
- Quality assurance
 - Verify that Consultant implements quality control process
 - Confirm that Consultant has addressed review comments in subsequent deliverables
 - Coordinate and facilitate constructability and O&M review workshops
 - Coordinate input/reviews by Program Technical Advisors
 - Review and verify that Consultant deliverables meet scope and contract requirements
 - Coordinate and facilitate deep dive reviews
- Coordination and management of stakeholder engagement
 - Coordinate and facilitate City Staff/O&M review workshops/meetings
 - Coordinate and facilitate engagement with utility companies, such as PG&E, Cal Water, Comcast, AT&T, etc.
 - Coordinate and facilitate engagement with City, San Mateo Planning, or other City Departments
 - Coordinate and support project-related public outreach activities
 - Coordinate and participate in easement negotiations with property owners, if applicable
 - Coordinate and support public, Commission, and City Council meetings
 - Support content development for community meeting presentations and related materials (posters, handouts, etc.); attend community meetings
- Coordination and management of communications and meetings
 - Coordinate and facilitate regular Consultant coordination/project status meetings
 - Prepare and distribute meeting notes for managed meetings
 - Inform project team of City and Program activities and decisions
 - Coordinate and facilitate responses to information requests from all parties including public
 - Participate in regular Project Manager/Engineering Delivery review meetings
 - Respond to Program's communication hotline comments and questions related to project
- Document and records management
 - Project level document management
 - Consultant deliverable management – Quality assurance, distribution, and storage
 - Submit project or program documents to Document Controls Lead for review and record storage

- Technical Support
 - Engineering support to facilitate consistency in design
 - Technical guidance to City on projects, activities, and planning
 - Review of remaining design deliverables for conformance with the Program objectives and criteria

During the construction phase of the project, the project's CM team takes over the primary responsibilities for construction delivery and these services are detailed under Task 05.

The **Project Management Team responsibilities during the construction phase of the project, primarily in a supporting role to Construction Management**, are as follows:

- Internal and External Coordination
 - Serve as point of contact with the Program Management Team as well as with operations staff
 - Support coordination with Program and project team regarding progress and issues
 - Support coordination with Collection System O&M staff, Wastewater Treatment Plant O&M staff, and other City departments for existing facility shutdowns and/or tie ins.
 - Backup to CM to receive and file monthly labor compliance reports
 - Respond to Program's communication hotline comments and questions related to project
 - Inform project team of City and Program activities and decisions
 - Coordinate and facilitate responses to information requests from all parties including public
 - Labor Compliance Contract Management and coordination for those projects requiring labor compliance related to funding requirements.
- Meetings
 - Support preconstruction meeting which also represents the official project hand-off from PM to CM
 - Participate in monthly project progress meetings
 - Support regular project meetings including schedule updates, risk management, progress payment, Change Board, and public outreach
 - Participate in regular Project Manager/Engineering Delivery review meetings
- Scope, Cost, Schedule Management and Reporting
 - Support review, approval, and maintenance of Schedule of Values; progress payment reviews and approvals; maintain contract financial data and summaries
 - Support baseline schedule review and acceptance; monthly schedule update reviews; review and approval of schedule changes and schedule recovery plans
 - Support monthly reporting, and SRF/WIFIA reporting, if applicable
- Change Management
 - Support tracking and management of all communications to assure response compliance
 - Support CM to prepare and issue Field Orders (FO)/Work Change Directives (WCD); prepare and issue Requests for Proposals (RFP); review Change Order Requests for

- Entitlement and Merit; review and negotiate change order Pricing; review and analyze change order schedule impacts
 - Support tracking and management of all Change Orders; coordinate with the Engineering Delivery team to review and approve Level 4 Change Orders; and coordinate with the Engineering Delivery team to prepare Level 3 Change Orders for Change Board approval.
- Quality Management
 - Assist CM in adjudicating quality issues.
 - Provide support per responsibilities defined in project RACI diagrams.
- Safety Management
 - Support safety culture and CM Team with monitoring Contractor's safety program and implementation thereof
 - Support review of safety incidents and reporting requirements
- Dispute Resolution
 - Lead review of Conformed Bid Documents before Award
 - Support Construction Manager to review issues for Entitlement and Merit
 - Support Construction Manager to prepare responses to correspondence
 - Support Construction Manager to conduct resolution meetings and negotiations
- Testing, Startup, and Commissioning
 - Participate in startup and commissioning planning/progress meetings
 - Support coordination of review and acceptance of Testing, Commissioning, and Startup Plans
 - Support review and monitoring of startup and commissioning schedule activities
 - Support coordination of training activities and schedule
- Project Close-out
 - Support Construction Manager in conducting Substantial and Final Completion Inspections
 - Support Construction Manager in recommendation of final acceptance of work by City
 - Prepare and submit a project close out memo (summary of actual costs, and project highlights, challenges, and lessons learned), and presentation (when requested), to the PMT for review
 - Coordinate submittal of as-built drawings to City and Hydraulic Modeling Lead for updates to City's GIS and hydraulic model

The following projects will be managed under this task according to the scope described above and per the additional constraints/limitations noted below:

Task 03.02 Wastewater Treatment Plant Projects

- a. **SCADA Merger Project:** *Scope has not been included for this project in Year 10.*
- b. **WWTP Upgrade and Expansion Project:** *CH2M to provide project management for construction from October 28, 2023, through October 2024. An allowance of 40 hours has been included in the budget for as-needed process advisor support for this project. If additional technical resources are required, CH2M will seek approval from the City.*
- c. **WWTP IAP 2 Project:** *CH2M to provide project management for construction from October 28, 2023, through March 2024. If the project schedule becomes further delayed or there is support*

needed on any post-project claim activities, CH2M will seek approval for additional budget from the City.

- d. **WWTP IAP 3 Project:** *Scope has not been included for this project in Year 10 as City will provide the Project Manager.*
- e. **WWTP Annual Major Components (AMC) Project:** *Scope for technical support has been included for this project in Year 10 to support City as needed. An allowance of 80 hours for as needed technical support and review requested by the City. If the allowance is exceeded, any adjustments will be handled through change orders and use of contingency.*

Task 03.03 Collection System Projects

- a. **Basins 2 & 3 Collection System Improvements (Basins 2 & 3) – Overall Project Management:** *CH2M to provide 36 hours of overall project management oversight for the ongoing suite of Basins 2 & 3 projects through October 2024. Task-specific project management activities are allocated to the respective project-level subtasks. Provision of technical support associated with the remaining active construction and design projects, if required, will be handled as a change utilizing contingency. Examples of the technical specialties would include geotechnical/tunneling, hydraulic modeling, mechanical/process, and electrical engineering.*
- b. **Basins 2 & 3 – Dale Avenue Pump Station (DAPS) Project:** *CH2M to provide project management during the remaining construction period, anticipated to be completed in February 2024. Project closeout protocols and final documentation at completion is included in this effort for the DAPS project.*
- c. **Basins 2 & 3 – Delaware Street Relief Sewer Project:** *CH2M to provide project management during the construction period. The overall construction project is anticipated to be completed by October 2023 with final closeout protocols and documentation completed by end of December 2023.*
- d. **Basins 2 & 3 – Underground Flow Equalization System (UFES) Project:** *The City's UFES Project Manager will continue to be responsible for the overall management of the UFES project and will be responsible to complete final closeout protocols and documentation. CH2M project management support, if requested, will be handled as a change utilizing contingency.*
- e. **Basins 2 & 3 – El Camino Real North/South:** *CH2M will provide project management for the El Camino Real – North and South Package from October 28, 2023, through October 2024. No technical support will be provided under the base scope; if required, CH2M will obtain City approval.*
- f. **Basin 4 Project – Odor Control Package:** *Scope has not been included for this project in Year 10.*
- g. **East San Mateo Lift Station Package 2 – Los Prados and Kelly Kehoe:** *CH2M will provide as-needed technical support related to this project. The LOE included will be considered as an allowance, and any effort in excess of this amount will be considered a change utilizing contingency.*

Deliverables

- 1. Procurement documents for consultant pursuits.
- 2. Project ETC/EAC updates monthly.
- 3. Reviewed consultant invoices.
- 4. Project schedule updates monthly.

5. RACI charts for construction projects.
6. Quality Control/Assurance Review Comments for consultant deliverables.
7. Initial project risk register including mitigations and phase change risk updates.
8. Draft contract agreements, amendments, change order requests, CRFs, and administrative reports as necessary for their respective projects.
9. Review comments for design submittals.
10. Meeting notes for managed meetings.
11. Coordinating project as-builts and supporting their incorporation into City records (i.e., GIS, hydraulic model).
12. Project closeout memo.

Assumptions

1. City will provide project manager(s) and/or continue the project management responsibilities for the following projects:
 - a. *WWTP IAP 3*
 - b. *WWTP AMCs*
 - c. *Basin 4 Odor Control*
 - d. *Annual CCTV Inspections*
 - e. *Basin A Annual Rehab*
 - f. *Basin E Annual Rehab*
 - g. *Basin B Annual Rehab*
 - h. *Basin C Annual Rehab*
 - i. *East San Mateo Lift Station Package 2 - Los Prados and Kelly Kehoe*
 - j. *Basins 2 & 3 UFES Project*
2. The following key responsibilities of the City Engineering Delivery Leads are not included in the CH2M scope for this task:
 - a. PM to Project assignment.
 - b. Issue and decision resolution.
 - c. Inform PMT of project progress/issues.
 - d. Ownership of public, council meetings.
 - e. Approval of scopes, budgets, changes.
 - f. Approval of internal and external deliverables.
 - g. Approval of agreements, ARs, amendments.
 - h. Monitor project EACs and schedule.
3. All staff managing projects will use Program management tools provided by the Program Controls Lead and manage projects on an earned value basis.
4. Project changes will be reported by Project Managers (CH2M and City) to the Engineering Delivery team for their respective projects.
5. Project and Program risks identified will be reported by Project Managers (CH2M and City) to the Program Risk Manager for their respective projects.
6. Ad hoc technical support or special investigations will be assumed to be out of scope and will be handled with change proposals.
7. An allowance for level of effort is included for as needed Technical Support to various Program projects including 80 hours for the AMC Projects and 40 hours for the East San Mateo Package 2

project. Should the budgeted allowance be exceeded, CH2M will seek approval from the City to continue to provide as-needed support for this task.

8. In order to provide a hydraulic review, Consultant design submittals will need to include a hydraulic model submittal reflecting the plans for Program model review.
9. For IAP 3 and AMC, City PM will remain as sole project manager. Any supplemental work on IAP 3 and AMC requested by City in support of City PM will be managed as a change utilizing contingency.

Task 03.04. Technical Support

CH2M technical support will not be provided in Year 10 at the Program level. An allowance for level of effort is included for Technical Support to various Program projects on an as-needed basis in the respective project budgets. There is no additional budget or allowance for Technical Support provided elsewhere in the budget for Year 10.

Task 03.05. Hydraulic Modeling

CH2M will provide hydraulic modeling support as described below in Year 10:

- a. **Model maintenance** anticipated tasks are the following:
 - As projects are completed, and as-built data (to include x-y coordinate information) will be compiled and provided by the Design Engineers for use in updating City geographical information system (by City) and City's hydraulic model (by CH2M). This may include updating operational controls following commissioning (i.e., flows and pump controls at DAPS, UFES, and other collection projects). LOE of 40 hours has been assumed for this effort, if expended, CH2M will request an increase in allowance from contingency.
- b. **Training:** Scope has not been included for this task in Year 10.
- c. **Development reviews:** Allow up to 60 hours to perform development reviews for project applications submitted to the City's Community Development Office.
- d. **Flow monitoring support:** Scope has not been included for this task in Year 10.
- e. **Miscellaneous Data and Analysis:** Allow up to 100 hours to perform miscellaneous data and analysis related to collection system hydraulics.

Deliverables

1. Hydraulic model updated to include as-built model data as available from Design Engineers and available budget.
2. Development review assessments in technical memorandum format.

Assumptions

1. City staff will perform the field investigations to verify system configuration and hydraulic conditions in support of development review assessments.
2. City staff will provide requested data (e.g., WWTP influent flows, precipitation, wetwell levels).
3. City staff will update the City geographical information system based on Design Engineer as built data.
4. No CH2M resources are included assisting City in managing or accessing the hydraulic model on City servers.

5. The scope above excludes any activities supporting SCADA related implementation.
6. An allowance for level of effort is included for some tasks as noted above on an as-needed basis. Should the budgeted allowance be exceeded, CH2M will seek approval from the City to continue to provide as-needed support for this task.
7. Final design or as-built models to use for maintaining the City's model will be provided by the design firms (I.e., Stantec, Schaaf and Wheeler, etc.).

Task 03.06. Odor Control Support

CH2M odor control support will not be provided in Year 10. Any odor control support related specific to a project will be covered under the Project PM Team tasks.

Task 03.07. SCADA Support

The SCADA scope of work for Years 2 through 9 was developed as a result of the SCADA workshop with City and the initial gap analysis performed by CH2M. SCADA work for Year 10 will focus on providing general as-needed support for the ongoing projects and existing facilities. SCADA tasks to be performed by CH2M will be coordinated with City's Information Technology Department.

Specific CH2M tasks will include the following:

Continued SCADA as needed support: CH2M will provide an allowance of 128 hours technical support for SCADA, PLC, and IT related tasks to the WWTP I&C team. **Deliverables**

None are anticipated, but items may be defined as part of the technical support activities.

Assumptions

1. City will be responsible for inviting the appropriate participants and stakeholders for all project meetings. The Consultant will provide guidance on the proposed meeting attendees prior to each meeting.
2. No hardware or software will be purchased for this project.
3. An allowance for level of effort is included for SCADA Support to various Program projects on an as-needed basis. Should the budgeted allowance be exceeded, CH2M will seek approval from the City to continue to provide as-needed support for this task.
4. No scope or budget has been provided for SCADA and Network startup activities. If these services are requested or needed, CH2M will pursue a change with the City utilizing contingency.

Task 04. Procurement

CH2M procurement support will not be provided in Year 10. City will provide overall procurement management and City procurement support services to support the Program.

Task 05. Construction Management

This task provides programmatic oversight for the construction related activities of the Program as well as specific construction management services to deliver the construction phase for each project under the Program in coordination with City staff, other Program staff, and City operations and maintenance staff. CM and inspection services for the WWTP projects will be performed by CH2M; collection system

projects will be managed by the third-party CM subconsultants to CH2M or City direct hired CM consultants

Task 05.01. Program Construction Management

CH2M will provide overall Program-wide construction management oversight and leadership and staff management. CH2M will update and manage the Program wide construction management plan, processes, and procedures. In addition, CH2M will manage third party CM subconsultants as an integrated part of the CM team as well as City direct hired CM consultants.

Program level CM services will include:

- a. **Program Construction Management:** Provide Program Construction Management Lead (CML) to provide Program wide construction management leadership and management. Maintain and update the Construction Management Guidelines as necessary. Task includes participation in project level CM meetings to monitor CM performance and to support identification of potential program/project risks and to support resolution of major project issues. Prepare, implement, and administer annual contract and amendments for third-party CM services agreement (Kennedy/Jenks). Review and negotiate project level CM services scopes and fees for projects assigned to Kennedy/Jenks. Prepare responsibility matrices for CM services projects assigned to Kennedy/Jenks. Monitor the performance of the Kennedy/Jenks CM services including periodic reviews of deliverables and provide feedback as necessary. Review and approve changes in proposed staff resources as necessary. Provide change management oversight including participation in monthly change review meetings with the 3rd party CMs to review contractor proposals, review of the Change and Payment Summary (CPS), Contractor change proposal review, and CRF and Change Order review and facilitation/oversight. Provide Program level monthly construction schedule reviews for the projects where CH2M is not performing the CM services. For Year 10 this will include: IAP3, UFES, DAPS, Delaware Relief, ECR Relief, and East San Mato Lift Stations Package 2. If additional projects are added to this list, CH2M will pursue additional budget from contingency.
- b. **Construction Document Control and System Administration:** Provide and maintain a Program wide document management system (Procore). Review and negotiate an annual Procore contract extension. Provide contract administration of this system throughout the duration of the Program and perform project setup, user administration, training, and auditing of appropriate application of Procore.
- c. **General Construction Administrative support:** Provide general construction administration and office management for the Program. Manage and procure office supplies, PPE and other supplies as needed. Manage company fleet vehicles including leases, licensing and registration, and maintenance. Other activities include visitor management, meeting note preparation and distribution, general document management, shipping and distribution, coordination of office furniture and office equipment supply and management, coordination of IT services and maintenance, meeting room and office space coordination, and mail management and distribution.
- d. **Construction Management Reporting:** Support the preparation, compilation and distribution of the project specific Change and Payment Summaries (CPS) for each active project.

- e. **Labor Compliance Contract Management:** This has been provided for under the WWTP and Basins 2 & 3 PM budgets (Task 3).
- f. **Third-party CM Services Support:** Communicate and train the third party CMs regarding Program processes and tools.
- g. **Health and Safety Visits and Reporting:** Compile and tabulate health and safety statistics for the entire Program, coordinating with each contractor/CM team as necessary. Prepare monthly summary reports in the form of a PowerPoint graphic that will be published to Program participants. Extract and compile the certified payroll hours reported through the Department of Industrial Relations (DIR) for all contractor and subcontractor hours worked. Compile all professional consulting service hours worked for incorporation into the total Program Safety Report metrics. Perform program wide quarterly HSE site visits to review and monitor contractor health and safety practices associated with active construction sites. Prepare brief summary report of these site visits summarizing positive performance as well as any corrective actions.
- h. **Contract Management:** Provide a part-time contracts manager to provide support for all Program related Construction Contracts. Contracts Manager will assist the Program Project Managers and Construction Managers in administering the various active construction contracts. Contracts Manager will provide guidance and advise to the PMs/CMs regarding change issues, claims, and project closeout.

Deliverables

- 1. Updates as necessary to the Construction Management Guidelines.
- 2. Annual Procore Contract extension.
- 3. Monthly Change and Payment Summary (CPS) for each project.
- 4. Direct Third-Party CM contract amendments.
- 5. Responsibility matrix for each CM services project.
- 6. Monthly Health and Safety Statistics Report Graphic.
- 7. Health and safety statistics report, monthly.
- 8. Quarterly health and safety site visit reports.

Assumptions

- 1. The Program Manager Advisor will double-hat as the Program CM Lead. The LOE and associated budget for the CML is covered in Task 1 for the PMA.
- 2. Kennedy/Jenks will be maintained as one of three third-party CM subconsultants and will remain as a subconsultant to CH2M, under this Program Management contract. The remaining two third-party CM subconsultants (Townsend Management Inc and Tanner Pacific) will have direct contracts to the City.
- 3. Smith Emery and Signet will have direct contracts to the City for Year 10.
- 4. Program construction managers and inspectors will oversee third-party subconsultants to confirm proper implementation of the CM Guidelines.
- 5. No CH2M estimating support is provided. Estimating support will be requested from the designer of record when needed.

6. For the collection system projects noted in the Item “a” scope above, an allowance of 400 hours is budgeted to provide schedule reviews for the noted projects. Project schedule reviews for any projects not listed will be managed as a change utilizing contingency.
7. An allowance of 100 hours is assumed for contract management support. Specific requests or effort exceeding this allowance will utilize contingency.

Task 05.02/03. Site Construction Management

The CH2M CM team will perform CM services for the active construction projects defined below. Work related to the WWTP projects will be performed solely by CH2M staff (except for IAP3 and AMC projects), and that related to the collection system will be provided by third-party subconsultants. Whether services are provided by CH2M or a subconsultant, the following general activities will be provided, at a minimum for each project during the construction phase:

- Weekly progress meetings and associated meeting reports
- Perform review of Contractor baseline and monthly schedule updates
- Actual vs. planned progress schedule management
- Review and respond to Time Impact Analysis (TIA)
- Coordination with Contractor, Program Manager, City, O&M and Design Engineer
- Review of Contractor’s performance for contract compliance
- Review Contractor submittals for compliance with contract documents and coordinate with Design Engineer for review and response
- Review Contractor Request for Information (RFI) and coordinate with Design Engineer or City PM/O&M for resolution and response
- Review Contractor monthly invoices and recommend payment requests.
- Provide Contractor with acceptability or deficiencies in work and required actions for contract compliance.
- Review and coordinate system outage requests with Contractor and City O&M staff
- Maintain project documents files and utilize document management in Procore Construction Management System
- Inspect and observe Contractor’s work.
- Maintain daily inspection reports.
- Review of material and equipment delivery
- Coordinate material testing and specialty inspections
- Review of Contractor’s compliance with health and safety standards
- Review contractor submitted site safety or property damage incidents and follow up with the Contractor as needed related to these submissions.
- Monthly monitoring of Contractor’s record/as-built documents in coordination with the Design Engineer as appropriate
- Review and evaluate potential change orders and coordinate with the Design Engineer for their detailed review of cost estimates/quotations.
- Coordinate weekly or as-needed meetings to review status and/or negotiate change requests submitted by the Contractor.

- Recommend course of action for contract change order requests
 - Participate in and present at Change Board meetings in support of change requests.
 - Prepare CRF forms.
- Prepare Contract Change Orders for City/Contractor signature and processing.
- Maintain the CPS log for the project.
 - Present log updates to the City during Change Board meetings monthly or as requested.
- Inspection and evaluation of site conditions.
- Review, gather, and evaluate information for resolution of potential claims.
- Site inspection to determine if facilities are complete and in compliance with contract documents.
- Coordinate with Design Engineer for site inspections to determine if facilities are complete and in compliance with the contract documents
- Develop punch lists in collaboration with the City O&M staff and the Design Engineer
- Recommend retention release to Contractor if appropriate
- Preparation of partial and substantial completion certificate
- Verification of all O&M Manual submittals and facilitation of transmittal of all manuals to City O&M staff
- Coordination of final submittal and obtain/review complete record drawings from Contractor
- Prepare and submit final construction report
- Review of Contractor's relevant submittals for compliance with City SCADA Standards
- Coordinate with City O&M staff for review of Contractor's O&M, training, and SCADA-related submittals prior to providing Approval. Prepare and distribute any comments provided by the City O&M staff to the Contractor at their request
- Coordinate with the City O&M staff and the Contractor on MOP, detailed field startup, and SCADA workshop activities; assist the City O&M staff with gathering and distributing any information requested by the Contractor to support these activities
- Participate in and lead meetings related to Plant Startup activities
- Review of Design Change Notices and Design Clarifications prepared by the Design Engineer for compliance with the existing Contract Documents, City Standards, and discussions held in support of their development; Assist the Design Engineer with coordinating City O&M/PM review of these documents
- Assist the City with coordination of Construction-related installations by third-party agencies (i.e. Wave) as requested or in collaboration with the PM
- Coordinate with the City's third-party Building Inspector, Building Department submittal reviewer(s), and City Building Department representatives as needed in support of the Construction activities
- Witness startup activities (i.e. SCADA I/O checks) on behalf of City O&M staff
- Coordinate with the Design Engineer's RE and Startup staff in support of their activities on site

Task 05.02 Wastewater Treatment Plant

CH2M will provide the above-described CM services for the following projects.

- a. ***WWTP Upgrade and Expansion Project: Period of performance to be October 28, 2023, to November 1, 2024. The LOE for the startup and commissioning phase which will occur during***

this above period of performance will be commensurate with the roles and responsibilities matrix (refer to Attachment 1 to this SOW) developed in concert with the City. In addition, the LOE is also commensurate with the CMAR contractor completing the main WWTP U/E startup and commissioning by the end of June 2024. If the timing of the startup and commissioning extends beyond this date, additional LOE will be requested from contingency.

- b. **WWTP IAP 2 Project:** *Period of performance to be October 28, 2023, to February 29, 2024. If the timing of the startup and commissioning extends beyond this date, additional LOE will be requested from contingency.*

Task 05.03 Collection System

CH2M or our direct subconsultants will provide the above-described CM services for the following collection system projects. Note, the CM services for projects not listed below will be performed by one of the two on-call City direct hired consultants.

- a. **Basins 2 & 3 – DAPS Project:** *Kennedy/Jenks will provide the CM services under contract to CH2M. LOE based on period of services from October 28, 2023, to February 29, 2024.*
- b. **Basins 2 & 3 – UFES Project:** *Kennedy/Jenks will provide the CM services under contract to CH2M. LOE based on period of services from October 28, 2023, through February 29, 2024.*

Deliverables

1. Monthly Change and Payment Summary (CPS).
2. Meeting minutes for construction progress meetings.
3. Change order tracking and documentation.
4. Progress payment review and recommendations.
5. Daily inspection reports.
6. Review of contractor's proposed post-bid changes to the design and advising on their justification, viability, and achievable cost reductions and impact on the schedule, and negotiating changes or extra work on behalf of City.
7. Close-out documentation.
8. Shutdown Outage Requests.
9. Coordination with the Project Manager to prepare and submit a project close-out memo (summary of actual costs, and project highlights, challenges, and lessons learned), and presentation (when requested), to the PMT for review.

Assumptions

1. CH2M will not be responsible for overall site safety for construction projects under the Clean Water Program.
2. Upon City approval, CH2M will augment the third-party subconsultants in event they are unable to provide timely resources. A change proposal will be submitted for approval in this event.
3. Townsend Management Inc. will perform CM services for the El Camino Real North/South Sewer Relief Project and Basin Rehab projects under a direct consultant agreement to City.
4. Tanner Pacific will perform CM services for the Basin Rehab, IAP 3 and AMC projects under a direct contract to City.
5. Jacobs will coordinate with City to assign future Collection System projects CM services.

6. No scope or budget is included for CM services related to the AMC projects, the IAP3 Effluent Pump Station Rehab project or other collection system related projects. Either Tanner Pacific or Townsend Management will be contracted to provide CM services for any remaining collection system related projects.
7. Document control setup hours assumes that the scope of this activity is limited to seven new project setups in Year 10.
8. Construction Management reporting scope assumes that CPS reports will be compiled and sent to Program Controls directly from the PMs/CMs as needed.
9. WWTP schedule reviews exclude the AMC projects. If schedule review for AMC projects is desired, this will be managed via change utilizing contingency.
10. CM and inspection hours associated with IAP 2 applies for the period from October 28, 2023, through March 31, 2024, and the effort is for monitoring typical construction activities. This LOE excludes any effort that may be necessary to support claim-related analysis or adjudication which will be managed via change utilizing contingency if requested. We understand Swinerton has been contracted to provide TIA analysis and support related to IAP 2.

Task 05.04 Material Testing and Special Inspections

Material testing and special inspections will be provided by Signet and Smith Emery under direct contracts to City. CH2M has included no scope or budget for material testing or special inspections for Year 10.

Task 06. Environmental and Permitting

CH2M will provide oversight of project permitting, and continue to provide CEQA support, and site compliance support for the Program.

Task 06.01. Environmental and Permitting Lead

CH2M will provide a lead to oversee environmental documentation, permitting activities, and agency coordination related to the Clean Water Program. In this role, the Environmental Functional Lead will perform the following tasks:

- Coordinate directly with project management, construction management, and various subcontractors to discuss and resolve environmental compliance issues for the program.
- Provide technical support and oversight of permit conditions and updates (e.g., Construction General Permit SWPPPs).
- Oversee monthly periodic and routine site inspections of project sites to ensure proper Best Management Practice (BMP)s are maintained and implemented as required.
- Coordinate environmental monitoring and surveys for the program, including biological and cultural.
- Oversee and review the draft and final All Permits Issued (API) packages.
- Coordinate budget and scope management with Program Controls and Program Management for the Environmental and Permitting task.
- Quarterly review and progress reporting to meet the SRF environmental compliance reporting requirements for the WWTP Upgrade and Expansion Project.

Task 06.02. Permitting Tracking

CH2M will provide a Permitting Tracking Lead and maintain a permit tracking tool to offer the following benefits to the Program:

- Rapid and visible access to the status of all permits.
- Consistency and integration of project and Program level permitting strategies.
- Support and streamlining of Project Manager responsibilities.
- Program related reference permitting documents, standard approaches, templates, and contacts.
- Instant access to all permitting documents by project.

The Permit Tracking Lead will work with individual Project Managers and their consultants to confirm and track the required permits, associated permit requirements, and timelines for renewal. The permit tracking lead will coordinate with the Project Controls Manager on permitting schedules from the consultant teams so critical path items can be flagged for the Program Management Team. All permits will be tracked in the Permit Tracking Tool on the Portal.

CH2M will also provide an API (All Permits Issued) Development Lead to prepare and issue an API document for all Program projects. This document will provide access to permits by City staff, Program staff, or regulators when visiting construction sites. It is expected that all construction activities will be completed under the permit requirements.

The environmental and permitting function team will provide construction permit support to assist with coordination between the designer/consultant and construction contractors, on behalf of City. This includes coordination between the contractor(s) and City to determine which City permits are required and which are exempt from City permitting for the various Program projects.

The following activities will be provided under this task:

- Direct coordination with Project Managers and Engineering Delivery Leads to obtain permits and coordinate project scope and schedule information for APIs.
- Compilation of draft and final APIs
- Review of construction permits for the program (e.g., SWPPPs, Hazardous Materials Management Plans, soil, and water quality reports).
- Provide technical support for existing and developing regulatory permits, including permit application completion and consult and subcontractor coordination and review of permit conditions (e.g., SWPPPs).
- Coordinate with Project Managers and Engineering Delivery Leads to update the Permit Tracking Tool (PTL) monthly

Deliverables

1. Update Permit Tracking Tool monthly.
2. Construction permit review and comments.
3. APIs for construction projects under the Clean Water Program.

Assumptions

1. Project Managers will keep the Permit Tracking Lead up to date on permitting progress, will hold consultants accountable on the permitting schedule, and will raise any concerns with the Program team.
2. All permits will be obtained by project-specific consultants. The consultant will serve as the agency point of contact with communications requiring approval of the Program.
3. City will manage any regular reporting requirements by permitting agencies. The Program team will provide information and assistance related to Program permitting.
4. An allowance for level of effort is included for Construction Permit Support to various Program projects on an as-needed basis. Should the budgeted allowance be exceeded, CH2M will seek approval from City to continue to provide as-needed support for this task.

Task 06.03. CEQA

CH2M will provide CEQA support up to 12 hours to support review and development of categorical exemptions, Site-Specific Environmental Checklists (SSEC), or other CEQA documentation for projects before entering construction phase.

Deliverables

1. CEQA review comments for the API process documentation.
2. Development of Site-Specific Environmental Checklists for project APIs.

Assumptions

1. City will provide legal support for CEQA decisions and documentation as well as coordination between various City departments on the level of documentation and requirements of the CEQA process.
2. An allowance for level of effort is included for CEQA Support to various Program projects on an as-needed basis. Should the budgeted allowance be exceeded, CH2M will seek approval from City to continue to provide as-needed support for this task.

Task 06.04. Agency Coordination

CH2M agency coordination support will not be provided in Year 10. City will provide overall agency coordination to support the Program.

Task 06.05. Sustainability Support

CH2M sustainability support will not be provided in Year 10.

Task 06.06. Site Support

Task 06.06.01. Air Quality Support

CH2M air quality support will not be provided in Year 10. City will provide overall air quality support to the Program.

Task 06.06.02. Compliance Site Inspection

CH2M will provide support on an as-needed basis to City's compliance staff for all Clean Water Program projects related to site permit items as well as the following as budget allows:

- Stormwater Pollution Prevention Plans (SWPPP): CH2M Compliance Site Inspection lead(s) will be available to supplement the City's SWPPP compliance team. Monthly site inspections will take place to ensure that BMPs are properly maintained and implemented on active construction sites.
- Waste management (HAZMAT): CH2M will provide on-call HAZMAT technical experts as needed to support contractor decisions regarding hazardous materials disposal.
- Nesting bird monitoring and surveys (Migratory Bird Treaty Act [MBTA]): CH2M Biologist will be available to provide monitoring and inspection services on an as-needed basis.
- Air Quality Technical Support: CH2M Air Quality Specialist will be available to support the review of any applicable permit applications and assist with technical advisory on an as-needed basis.

Deliverables

1. Site survey and monitoring reports, to be defined on as needed basis.
2. Updates to existing permits and applications, to be defined on as needed basis.

Assumptions

1. City will provide direction on any specific hazardous waste generator issues or compliance. City will be listed as the owner/generator on all Hazardous Waste manifests or compliance forms.
2. City will provide oversight for the construction SWPPP as is done for other construction projects within City.
3. The Construction Manager at Risk (CMAR) will control all activities related to construction dewatering at the Detroit Drive parcel and CH2M will support City and Program as needed with technical expertise and oversight. Neither CH2M or the Program will be directly responsible for SWPPP, dewatering permitting, or compliance reports.
4. An allowance for level of effort is included for Compliance Site Inspection support to various Program projects on an as-needed basis. Should the budgeted allowance be exceeded, CH2M will seek approval from the City to continue to provide as-needed support for this task.
5. Cultural monitoring support is not included in the base scope and budget. If needed, CH2M will seek approval from the City to provide as-needed support.
6. Air quality technical support is not included in this base scope and budget. Should air quality support be required, CH2M will seek approval from the City for a scope and budget adjustment.
7. Should additional biomonitoring above and beyond nesting bird surveys, this will be managed as a change utilizing contingency.

Task 07. Public Outreach

Task 07.01. Public Outreach

CH2M will provide support to City's overall management of the Clean Water Program public outreach program and provide information related to the Program and projects to support outreach activities. CH2M will also provide outreach support at the project level for project managers, construction

managers, and design consultants/contractors and continue to fine-tune and maximize efficiencies in public outreach processes.

Public outreach activities will include:

- a. Program-Level Support:
 - Manage, maintain, and develop the Program website content quarterly, including project status updates and GIS related updates.
 - Develop quarterly newsletter covering multiple projects for inclusion on website.
 - Monitor and record CWP hotline emails and phone calls
- b. WWTP Project-Specific Support:
 - Coordinate and develop CEQA-related and other legally required notifications for project.
 - Develop and coordinate signage, door hangers, postcards, and other material for construction projects.
 - Develop quarterly content for CWP newsletter.
 - Maintain the public-facing website quarterly and provide adequate staffing to manage and develop content.
 - Prepare WWTP U/E ribbon cutting event plan.
 - Provide planning, management, and implementation of the WWTP U/E ribbon cutting event.
- c. Collection System Project-Specific Support:
 - Coordinate and develop CEQA-related and other legally required notifications for projects.
 - Develop and coordinate signage, door hangers, postcards, and other material for construction projects.
 - Maintain mailing list for ECR project.
 - Maintain and implement project specific outreach matrix for ECR project.
 - Develop quarterly content for CWP newsletter
 - Maintain the public-facing website quarterly and provide adequate staffing to manage and develop content.
 - Closeout of tasks associated with outreach for UFES upon project completion

Deliverables

1. Quarterly website updates and content.
2. ECR project specific outreach matrix.
3. Content for signage, doorhangers and post cards.
4. WWTP Ribbon Cutting event plan.

Assumptions

1. City will provide the following roles to support this task and the Program:
 - a. Public Outreach Lead
2. Support for community meetings or celebrations will be addressed by contingency with exception of the WWTP U/E ribbon cutting event. Third party support/services including any expenses associated with these community meetings, celebrations and the WWTP U/E ribbon cutting event will be managed through the use of contingency.

3. WWTP related outreach assumes coverage for the following projects: WWTP U/E.
4. Collection outreach scope assumes coverage for the following projects: UFES, DAPS, ECR, Basin E, Basin B, Basin C, Basin D, and Los Prado-Kelly Kehoe LS. If additional outreach is required for other projects, they will be addressed through use of contingency.

Contingency

CH2M can provide additional services under this scope of work through a contingency budget. Activities under contingency may include, but are not limited to:

- Additional outreach expenses and staffing.
- General project management beyond that budgeted and/or identified in the amendment.
- Program controls related special requests or reporting above that defined in scope of work.
- Participation or leadership of economic summits.
- Technical expertise or support resources for Project Managers.
- Additional hydraulic modeling support.
- Additional CEQA support, permit acquisition, and compliance site inspection for other City projects.
- Preparation of scope of works, RFPs or Task Order Amendments and related negotiations for future third party CM services for City direct hired consultants.
- Additional construction management or inspection resources.
- Cost estimating support for the construction phase services.
- Additional SCADA support.
- Additional third-party construction management or materials testing requirements.
- Bond and funding planning.
- Public Outreach Support for community meetings and celebration/ribbon cutting events.
- SCADA system startup support for UFES and WWTP projects. This may include the following:
 - SCADA support services during construction for active projects.
 - Review of submittals, respond to RFIs, and coordinate SCADA support for the various active projects, as well as technical and on-site support for the network monitoring contract.
 - Update of SCADA Master Plan and existing standards based on the SCADA Merger Project.
- Miscellaneous flow monitoring data and analysis requests.

Contingency activities will be identified as needed and scope and fee will be developed and agreed upon by both CH2M and City. Budget will be allocated from the contingency task.

Deliverables

1. Deliverables shall be defined for each contingency scope activity agreed.

Assumptions

1. Use of the contingency budget will be prioritized by the Program Executive and the Program Manager Advisor.

Attachments to SOW:

Attachment A: WWTP Upgrade and Expansion Startup and Commissioning Roles and Responsibility Matrix.

Attachmant A to the Scope of Work

WWTP Upgrade and Expansion Project

Startup and Commissioning - Roles and Responsibilities

ACTIVITY	RESPONSIBILITY			
	OWNER	OWNER'S REP	CONTRACTOR	ENGINEER
<i>Testing and Training Phase</i>				
Source Testing				
Source/Factory Testing	Witness, Review	Support	Lead	Witness, Review
Pre-Demonstration Period				
Training of Personnel	Witness	Support	Lead (Equipment)	Lead (Process)
Functional Test (40 61 21 3.2) - Equipment	Witness As-desired	Support	Lead	Witness
<i>SCADA</i>	<i>Witness As-desired</i>	<i>Support</i>	<i>Lead</i>	<i>Witness</i>
Equipment/System Start-up and Testing (01 75 00 1.3.B.1.c.1.a.)	Witness	Support	Lead	Review
Manufacturer's Certificate of Installation and Operation	Witness	Support	Lead	Review
Pre-Commissioning Site Acceptance Test (SAT) (40 61 21 3.3)	Witness As-Desired	Support	Lead	Review
<i>Operation of the SCADA control system</i>	<i>Lead (case-by-case)</i>	<i>Support</i>	<i>Lead</i>	<i>Review</i>
<i>Operation of signals in the field</i>	<i>Witness As-Desired</i>	<i>Support</i>	<i>Lead</i>	<i>Review</i>
<i>Instrumentation Installation Inspection (40 61 21 3.3.F.1)</i>	<i>Witness As-Desired</i>	<i>Witness (Installation Inspection)</i>	<i>Lead</i>	<i>Review</i>
Pre-Commissioning Functional Testing (40 61 21 3.4)	Witness	Support	Lead	Review
<i>SCADA Control Strategy Testing</i>	<i>Support</i>	<i>Witness</i>	<i>Lead</i>	<i>Support</i>
Commissioning Clean Water Functional Demonstration Test (FDT) (40 61 21 3.5.A-D)	Witness As-Desired	Witness	Lead	Witness
<i>Loop Tuning</i>	<i>Support</i>	<i>Witness</i>	<i>Lead</i>	<i>Support</i>
Clean Water FDT – Performance 48-Hour Test (40 61 21 3.5.F)	Support	Support	Lead	Witness
Process Start-up/Performance Demonstration Test				
Loop Tuning (40 61 21 3.6.B)	Support	Witness	Lead	Support
Outstanding PLC or SCADA Testing Not Completed During Clean Water (40 61 21 3.6.C., D.)	Support	Witness	Lead	Review
Power Cycle Test (40 61 21 3.6.E)	Witness/Support	Witness	Lead	Review
Facility Start-Up Plan	Support	Review	Lead (Startup Schedule)	Lead (Process Startup Plan)
Process Seeding and Start-Up	Lead (Operations Only)	Support	Support (Maintenance)	Lead (Operations)
Performance Demonstration Testing - 168-Hours (40 61 21 3.6.G)	Lead (Operations Only)	Support	Lead	Support

WWTP Upgrade and Expansion Project

Startup and Commissioning - Roles and Responsibilities

ACTIVITY	RESPONSIBILITY			
	OWNER	OWNER'S REP	CONTRACTOR	ENGINEER
<i>Chemical and Lubrication Matrix (First Fill)</i>				
Microsand	Witness	No Action	Lead	Witness
Bioactiflo Polymer	Witness	No Action	Lead	Witness
Sodium Hypochlorite ¹	Lead	No Action	Support	Witness /Review
Sodium Bisulfite ¹	Lead	No Action	Support	Witness /Review
Sodium Hydroxide	Lead	No Action	Support	Witness /Review
Ferric Chloride ¹	Lead	No Action	Support	Witness /Review
Citric Acid	Lead	No Action	Support	Witness /Review
All oils, greases, and lubricants for rotating or moving machinery	Support	No Action	Lead	Witness /Review
Offloading Chemicals	Lead	No Action	Support	Witness /Review
Permit to Operate	Lead	Support	Support	Support

Legend:

Lead:	Primarily responsible for organization, coordination, and execution of task, work, product, or result.
Support:	Assist the lead with organization, coordination, and execution of task, work, product, or result. ["Support" in this matrix implies support FROM Engineer and/or Owner's Rep TO Owner.]
Witness:	Observe and document completion of task, work, product, or result.
Review:	As necessary to accept task, work, product, or result.
No Action:	Limited or no involvement.

¹ Existing chemicals.

EXHIBIT C

Rate - Multiplier Plus Expense Payment Structure

CH2M HILL Engineers, Inc.

As of November 1, 2023

Rate Fee Basis:

1. Hourly charge basis is for CH2M HILL Engineers, Inc. (CONSULTANT) staff and will consist of the following:

- Direct Wages: actual hourly salary for each individual
- Fringe Benefits: 40.7% of direct wages
- Overhead: 137.2% of direct wages
- Profit: 10%

2. The CONSULTANT direct hourly wage rates and unit rates are effective through October 31, 2024. These hourly and unit rates may be negotiated by the CONSULTANT and the City of San Mateo (City), provided CONSULTANT submits written notice to City of CONSULTANT's request to revise the hourly and unit rates thirty (30) calendar days prior to requested changes. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CACSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics. A negative index will result in rates remaining the same and maximum increases should not exceed 3% per person except in cases where an employee has received a promotion and associated raise. These exceptions will be evaluated on a case-by-case basis.

Direct Program Expenses:

a. Reimbursable expenses for all non-local staff (except those on Long-Term Assignments). Staff that are assigned to San Francisco, Oakland, or San Jose offices are considered local.

- Personal use vehicles for Program business and visits to sites at IRS reimbursement rate/mile.
- Program and project delivery equipment rental/lease at actual cost, as needed.
- Reproduction "Outside" Program Office Services at cost, as needed.

(Note: CH2M may lease up to seven Program "pool" vehicles at the WWTP Construction site to be available to all CH2M Program staff. The number of leased vehicles and type may change from year to year based on CIP and construction needs and will be address in each annual scope submission by CONSULTANT.)

b. Reimbursable expenses for remote staff assigned via Long-Term Assignments to the Program.

- Travel meals and hotel at 70% of Federal GSA per diem rate/day (updated annually) as published on the USGSA website. Receipts will not be required.
- Rental car, airline tickets, and other miscellaneous travel costs to and from home city at actual cost. Receipts for all costs over \$25 will be maintained and submitted with invoices.

- c.** Specialty software as required (cost is for new software beyond any software or internal modeling tools already provided in the Scope of Services – i.e., Portal software products, TACT, Voyage, etc.) once approved by City Program Manager.
- d.** Sub-consultant charges at cost plus 5%.
- e.** Other Direct Program Related Costs at cost.
- f.** PMA housing allowance (based on 50% of Federal GSA rates – updated annually and rounded to the nearest \$1,000).

Other:

- a.** Budget changes, rate increases, and any allocation of contingency dollars to be approved by City Program Manager.
- b.** Software portal services will include both hourly and monthly charges. City Program Manager to review and approve monthly charges.

Notes:

See attached Cost Schedule for November 2023 – October 2024.

Exhibit C - Cost Schedule - City of San Mateo

Program Management Services for Clean Water Program - Year 10

	CH2M HILL Labor Hours	CH2M HILL Direct Wages	CH2M HILL Fringe Benefits (.407)	CH2M HILL Overhead (1.372)	CH2M HILL Profit (.10)	CH2M HILL Labor Cost	Subconsultant Cost	Markup on all Subconsultant Costs	Total Cost	Funding Source
Task 01. Program Management and Administration										
Task 01 - Program Manager Advisor	1,800	\$ 220,064	\$ 89,566	\$ 301,928	\$ 61,156	\$ 672,714	---	---	\$ 672,714	Program
Task 01 - Principal In Charge	20	\$ 3,000	\$ 1,221	\$ 4,116	\$ 834	\$ 9,171	---	---	\$ 9,171	Program
Expenses										
CH2M HILL Expenses	---	---	---	---	---	---	---	---	\$ 27,580	Program
PMA Housing Allowance	---	---	---	---	---	---	---	---	\$ 48,000	Program
Subcontractors										
None	---	---	---	---	---	---	\$ -	\$ -	\$ -	
Task 01. Subtotal	1,820	\$ 223,064	\$ 90,787	\$ 306,044	\$ 61,990	\$ 681,885	\$ -	\$ -	\$ 757,465	
Task 02. Program Controls										
Task 02 - Program Controls Lead	1,424	\$ 140,779	\$ 57,297	\$ 193,149	\$ 39,123	\$ 430,349	---	---	\$ 430,349	Program
Task 02 - Program/Project Controls Specialists	192	\$ 15,256	\$ 6,209	\$ 20,932	\$ 4,240	\$ 46,637	---	---	\$ 46,637	Program
Task 02 - Economic Management	132	\$ 13,050	\$ 5,311	\$ 17,905	\$ 3,627	\$ 39,893	---	---	\$ 39,893	Program
Task 02 - Document Management	460	\$ 17,717	\$ 7,211	\$ 24,308	\$ 4,924	\$ 54,160	---	---	\$ 54,160	Program
Task 02 - State and Federal Funding Coordination	96	\$ 7,263	\$ 2,956	\$ 9,964	\$ 2,018	\$ 22,201	---	---	\$ 22,201	Project
Expenses										
None	---	---	---	---	---	---	---	---	\$ -	
Subcontractors										
None	---	---	---	---	---	---	\$ -	\$ -	\$ -	
Task 02. Subtotal	2,304	\$ 194,066	\$ 78,985	\$ 266,258	\$ 53,931	\$ 593,240	\$ -	\$ -	\$ 593,240	
Task 03. Engineering and Project Management										
Task 03 - Project Management - WWTP	960	\$ 74,345	\$ 30,258	\$ 102,001	\$ 20,660	\$ 227,264	---	---	\$ 227,264	Project
Task 03 - Project Management - Collection Systems	660	\$ 65,471	\$ 26,647	\$ 89,826	\$ 18,194	\$ 200,138	---	---	\$ 200,138	Project
Task 03 - Hydraulic Modeling	200	\$ 16,406	\$ 6,677	\$ 22,508	\$ 4,559	\$ 50,150	---	---	\$ 50,150	Program
Task 03 - SCADA Support	128	\$ 13,812	\$ 5,621	\$ 18,950	\$ 3,838	\$ 42,222	---	---	\$ 42,222	Program
Expenses										
None	---	---	---	---	---	---	---	---	\$ -	
Subcontractors										
None	---	---	---	---	---	---	\$ -	\$ -	\$ -	Project
Task 03. Subtotal	1,948	\$ 170,033	\$ 69,203	\$ 233,285	\$ 47,252	\$ 519,774	\$ -	\$ -	\$ 519,774	
Task 04. Procurement Support - not used										
Task 05. Construction Management										
Task 05 - Program Construction Management	1,352	\$ 79,588	\$ 32,393	\$ 109,195	\$ 22,118	\$ 243,294	---	---	\$ 243,294	Program
Task 05 - Site Construction Management	19,724	\$ 1,310,957	\$ 533,560	\$ 1,798,633	\$ 364,315	\$ 4,007,465	---	---	\$ 4,007,465	Project
Expenses										
Construction Management Expenses	---	---	---	---	---	---	---	---	\$ 157,967	Program
Procure	---	---	---	---	---	---	---	---	\$ 207,593	Program
Subcontractors										
3rd Party CM - Kennedy/Jenks	---	---	---	---	---	---	\$ 623,554	\$ 31,178	\$ 654,731	Project
Task 05. Subtotal	21,076	\$ 1,390,546	\$ 565,952	\$ 1,907,829	\$ 386,433	\$ 4,250,759	\$ 623,554	\$ 31,178	\$ 5,271,050	
Task 06. Environmental and Permitting										
Task 06 - Environmental and Permitting Lead	288	\$ 11,777	\$ 4,793	\$ 16,158	\$ 3,273	\$ 36,000	---	---	\$ 36,000	Program
Task 06 - Construction Permit Support	84	\$ 3,327	\$ 1,354	\$ 4,564	\$ 924	\$ 10,169	---	---	\$ 10,169	Program
Task 06 - API Development Lead	144	\$ 4,768	\$ 1,940	\$ 6,541	\$ 1,325	\$ 14,574	---	---	\$ 14,574	Program
Task 06 - CEQA Lead	12	\$ 1,312	\$ 534	\$ 1,800	\$ 365	\$ 4,010	---	---	\$ 4,010	Program
Task 06 - Compliance Site Support	120	\$ 7,959	\$ 3,239	\$ 10,920	\$ 2,212	\$ 24,331	---	---	\$ 24,331	Project
Expenses										

Exhibit C - Cost Schedule - City of San Mateo

Program Management Services for Clean Water Program - Year 10

	CH2M HILL Labor Hours	CH2M HILL Direct Wages	CH2M HILL Fringe Benefits (.407)	CH2M HILL Overhead (1.372)	CH2M HILL Profit (.10)	CH2M HILL Labor Cost	Subconsultant Cost	Markup on all Subconsultant Costs	Total Cost	Funding Source
None	---	---	---	---	---	---	---	---	\$ -	
Subcontractors										
None	---	---	---	---	---	---	\$ -	\$ -	\$ -	
Task 06. Subtotal	648	\$ 29,142	\$ 11,861	\$ 39,983	\$ 8,099	\$ 89,085	\$ -	\$ -	\$ 89,085	
Task 07. Public Outreach										
Task 07 - General Public Outreach Support	476	\$ 27,358	\$ 11,135	\$ 37,535	\$ 7,603	\$ 83,631	---	---	\$ 83,631	Program
Task 07 - WWTP Public Outreach Support	40	\$ 2,314	\$ 942	\$ 3,175	\$ 643	\$ 7,073	---	---	\$ 7,073	Project
Task 07 - Collection Systems Public Outreach Support	792	\$ 41,164	\$ 16,754	\$ 56,476	\$ 11,439	\$ 125,833	---	---	\$ 125,833	Project
Expenses										
None	---	---	---	---	---	---	---	---	\$ -	
Subcontractors										
None	---	---	---	---	---	---	---	---	\$ -	
Task 07. Subtotal	1,308	\$ 70,835	\$ 28,830	\$ 97,186	\$ 19,685	\$ 216,537	\$ -	\$ -	\$ 216,537	
Subtotals	29,104	\$ 2,077,686	\$ 845,618	\$ 2,850,586	\$ 577,389	\$ 6,351,280	\$ 623,554	\$ 31,178	\$ 7,447,151	
Contingency									\$ 1,487,000	Program/Projects
Total with Contingency									\$ 8,934,151	

Exhibit D

Clean Water Program Year 10 Staff Commitment

Per Section 3.2 of the October 2014 agreement between the City of San Mateo and CH2M, CH2M is replacing the stated key personnel and contractually committing the following staff to the delivery of the Clean Water Program. If any of these staff leave the firm or are in a situation where they can no longer serve the Program, the City of San Mateo will participate in selecting and approving a replacement with equal or greater qualifications.

Program Management and Administration

- Dan DeSempole
- Scott Jones

Program Controls

- Ignacio Yanez
- Tim McDonough

Engineering and Project Management

- Leswin D'Cunha
- Makarand Pendse
- Tyler Kirkendall
- Dan O'Leary
- Dhumal Aturaliye

Construction Management

- Jennifer Clarke
- Barbara Hollo de Andrade
- Kyle Gostkowski
- Rexel Boter
- Ross Touli
- Chad Owens
- Daniel Ryan
- Chad Owens
- Pat Duck
- Richmond Apande

Environmental and Permitting

- Andrea Lengerich

Public Outreach

- Jill Dunphy



CITY OF SAN MATEO

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

Agenda Report

Agenda Number: 11

Section Name: CONSENT CALENDAR

Account Number: 82-468

File ID: 23-8001

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Public Works Department
MEETING DATE: October 16, 2023
SUBJECT:
Utility Truck Purchases – Purchase Contracts

RECOMMENDATION:

Adopt a Resolution to approve an alternative purchasing procedure to award two (2) contracts to Mission Valley Ford Truck Sales, Inc. for the purchase of two (2) new 2023 Ford F350 utility trucks in a total amount not to exceed \$158,999.19; to award a contract to Salinas Valley Ford Truck Sales, Inc. for the purchase of two (2) new 2023 Ford F350 utility trucks in a total amount not to exceed \$155,781.69; establish a contingency reserve of \$15,000.00 for each supplier; and authorize the Public Works Director to execute the purchase contract in substantially the form presented and issue change orders within the contingency amounts.

BACKGROUND:

The Public Works Field Maintenance Division utilizes various specialty utility trucks to perform essential services. Replacement of these utility trucks is imperative to provide dependable and swift service to the community. These new 2023 Ford F350 utility trucks replace existing trucks that are between 14-15 years old and at the end of their useful life based on years in service, mileage, condition, lack of replacement parts, and cost of maintenance.

The City utilizes a cooperative purchasing process to procure its service vehicles because it ensures a competitive price. However, the City has attempted to purchase these replacements utility trucks over the past few years and has encountered serious setbacks due to a lack of available inventory via the cooperative purchasing process, manufacturer delays, increased prices by the manufacturer after orders have been submitted for build, and canceling orders all together with no alternatives for the City but to continue to wait. National Auto Fleet Group, which is a selected vendor in a cooperative purchasing process, facilitated the process with Ford when ordering banks opened in December of 2022 but only allowed the City to reserve three (3) for purchase, which Council approved the purchase of on January 3, 2023. On September 20, 2023, Public Works Fleet Services was advised the manufacturer only allocated one (1) of the three (3) for production. The City would have to submit a new request for 2024 F350 utility trucks with no guarantee the manufacturer would deliver.

In response, Public Works staff located new F350 utility trucks at various commercial dealerships that will meet the needs of the operation, responsibilities of Field Maintenance, and in time for wet weather preparations. These F350 utility trucks are built and available now. In addition, the quotes received for these F350 utility trucks from Mission Valley Ford Truck Sales, Inc. and Salinas Valley Ford Truck Sales, Inc. are less than recent quotes from National Auto Fleet Group and as follows:

QUOTE	SUPPLIER	VEHICLE	AMOUNT
Quote #1	Mission Valley Ford	2023 Ford F350 4x4	\$87,720.92
Quote #2	Mission Valley Ford	2023 Ford F350 4x2	\$71,278.27
Quote #3	Salinas Valley Ford	2023 Ford F350 4x4	\$69,572.50
Quote #4	Salinas Valley Ford	2023 Ford F350 4x2	\$86,209.19
Quote #5	National Auto Fleet Group	2024 F350 4x4	\$113,133.99
Quote #6	National Auto Fleet Group	2024 F350 4x4	\$112,955.08

Based on the above, staff recommends the purchase of the two (2) new 2023 Ford F350 utility trucks from Mission Valley Ford Truck Sales, Inc. in the total amount of \$158,999.19 and the two (2) new 2023 Ford F350 utility trucks from Salinas Valley Ford Truck Sales, Inc. for a total amount of \$155,781.69. As part of the Green Fleet Initiative, staff continually researches green fleet options through the procurement process to replace vehicles with alternative fueled vehicles when available. The Ford F350 utility trucks are on a ten-year replacement schedule and none of the major manufacturers of these heavy-duty trucks have an electric option available.

San Mateo Municipal Code Section 3.60.070(h)(3) authorizes the City Council to approve an alternative purchasing procedure when it finds doing so is in the best interest of the City. In this case, staff recommends the purchase of these four (4) 2023 Ford F350 utility trucks from Mission Valley Ford Truck Sales, Inc. and Salinas Valley Ford Truck Sales, Inc. because the City is unable to procure the needed new F350 utility trucks through National Auto Fleet Group, the new utility trucks are needed for the upcoming wet weather season, and the quotes received from both vendors are lower than those received through the cooperative purchasing process with National Auto Fleet Group.

BUDGET IMPACT:

Sufficient funding for the four (4) replacement trucks, L35, L63, L12, and L56, is available in the Vehicle and Equipment Replacement Fund.

ENVIRONMENTAL DETERMINATION:

This purchase 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 – Purchase Contract (Mission Valley Ford - L35)

Att 3 – Purchase Contract (Mission Valley Ford - L63)

Att 4 – Purchase Contract (Salinas Valley Ford - L12 and L56)

STAFF CONTACT

Marie Silva, Facilities and Fleet Services Manager
msilva@cityofsanmateo.org
6505227328

Brad Underwood, Director of Public Works
bunderwood@cityofsanmateo.org
(650) 522-7303

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

APPROVING AN ALTERNATIVE PURCHASING PROCEDURE TO AWARD TWO (2) PURCHASE CONTRACTS TO MISSION VALLEY FORD TRUCK SALES, INC. FOR THE PURCHASE OF TWO (2) NEW 2023 FORD F350 UTILITY TRUCKS IN THE AMOUNT OF \$158,999.19 AND TO AWARD A PURCHASE CONTRACT TO SALINAS VALLEY FORD TRUCK SALES, INC. FOR THE PURCHASE OF TWO (2) NEW 2023 FORD F350 UTILITY TRUCKS IN THE AMOUNT OF \$155,781.69

WHEREAS, the City Council is being asked to approve the purchase of four (4) new 2023 Ford F350 utility trucks in a total amount of \$314,780.88; and

WHEREAS, the City attempted to purchase the needed utility trucks through a cooperative purchasing process with Sourcwell, and its selected vendor, National Auto Fleet Group; and

WHEREAS, the City's orders for the purchase of utility trucks were subsequently cancelled in September 2023; and

WHEREAS, the manufacturer has not made the needed utility trucks available for government purchasing through National Auto Fleet Group; and

WHEREAS, City staff has located four (4) new utility trucks from commercial dealerships available for purchase which will satisfy the City's needs; and

WHEREAS, the City has received quotes for the purchase of two (2) new 2023 Ford F350 utility trucks from Mission Valley Ford Truck Sales, Inc. and two (2) new 2023 Ford F350 utility trucks from Salinas Valley Ford Truck Sales, Inc. that are less than quotes received from National Auto Fleet Group; and

WHEREAS, San Mateo Municipal Code Section 3.60.030 generally requires competitive bidding for contacts of \$100,000 or more; and

WHEREAS, San Mateo Municipal Code Section 3.60.070(h)(3) authorizes the City Council to approve an alternative purchasing procedure when it is in the best interest of the City; and

WHEREAS, based on these circumstances, staff recommends approval of purchase contracts with Mission Valley Ford Truck Sales, Inc. and Salinas Valley Ford Truck Sales, Inc. because it is in the best interest of the City for the reasons set forth in this resolution.

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

1. The purchase of four (4) new 2023 Ford F350 utility trucks 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 to the environment. (CEQA Guidelines Section 15378(b)(5).)
2. In accordance with Municipal Code Section 3.60.070(h)(3), the purchase of two (2) new 2023 Ford F350 utility trucks from Mission Valley Ford Truck Sales, Inc. and two (2) new 2023 Ford F350 utility trucks from Salinas Valley Ford Truck Sales, Inc. based on competitive quotes is in the City's best interest for these reasons:

- a. The Ford F350 utility truck is the standard for most municipal agencies and these replacement trucks are needed for the upcoming wet weather season; and
- b. The City is unable to procure the needed new F350 utility trucks through a competitive purchasing process with Sourcewell and its selected vendor National Auto Fleet Group; and

The quotes received from Mission Valley Ford Truck Sales, Inc. and Salinas Valley Ford Truck Sales, Inc. were less than those received from National Auto Fleet Group.

- 3. The purchase of two (2) new 2023 Ford F350 utility trucks from Mission Valley Ford Truck Sales, Inc. in an amount not to exceed \$158,999.19 is approved.
- 4. The purchase of two (2) new 2023 Ford F350 utility trucks from Salinas Valley Ford Truck Sales, Inc. in an amount not to exceed \$155,781.69 is approved.
- 5. The Public Works Director is authorized to execute the purchase contracts in substantially the form presented on behalf of the City and issue change orders within the contingency amounts.

**PURCHASE CONTRACT
FOR ONE (1) NEW 2023 FORD F350 UTILITY TRUCK
FROM MISSION VALLEY FORD TRUCK SALES, INC.**

This Purchase Contract ("Contract"), 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 MISSION VALLEY FORD TRUCK SALES, INC., a CORPORATION ("VENDOR").

RECITALS:

A. CITY desires to purchase certain one (1) new 2023 Ford F350 Utility truck hereinafter described.

B. CITY desires to engage VENDOR to provide these one (1) new 2023 Ford F350 Utility truck by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - PURCHASE

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - PRICE AND TAXES

All prices, for an amount not to exceed \$71,278.27 shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

SECTION 3 - PAYMENT

Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Accounts Payable, 330 West 20th Avenue, San Mateo, CA 94403.

SECTION 4 - DELIVERY AND PERFORMANCE

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

SECTION 5 - SHIPMENT AND INSPECTION

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B. 1961 Pacific Blvd. San Mateo. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

SECTION 6 - WARRANTIES

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

SECTION 7 - INDEMNITY

VENDOR 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 VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

SECTION 8 - TERMINATION

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

SECTION 9 - REMEDIES

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

SECTION 10 - COMPLIANCE WITH LAW

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

SECTION 11 - ASSIGNMENT

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

SECTION 12 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

SECTION 13 - GOVERNING LAW

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

SECTION 14 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

SECTION 15 - WAIVER

The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and 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 Contract. 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 provision 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 Contract.

SECTION 17 - MEDIATION

Should any dispute arise out of this Contract, 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 California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

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 18 - NOTICES

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

To CITY: *Marie Silva*
City of San Mateo
1961 Pacific Blvd.
San Mateo, CA. 94403

To VENDOR: *Mission Valley Ford Truck Sales, Inc.*
Attn: Jeff Speno, President
780 East Brokaw Road, San Jose, CA.
95112

SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and VENDOR 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 VENDOR.

[SIGNATURE PAGE FOLLOWS]

Exhibit A

L35

MISSION VALLEY

Truck Center

PO Box 611150, San Jose, CA 95161
780 East Brokaw Road, San Jose, CA 95112

Telephone (408) 933-2300
Fax (408) 436-0313

Contact: MARIE SILVA	Email: msilva@cityofsanmateo.org	VIN: 1FDRF3ENXPEC93846
Purchaser: CITY OF SAN MATEO	Phone: (650) 522-7328	Stock#: 2234009 date: 9/26/2023
Address: 1691 PACIFIC BLVD	City: SAN MATEO	State: CA Zip: 94403
Quantity: 1	Year: 2023 Make: FORD Model: F-350	Miles: 68 PO Number:

Specifications

I/We hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS, attached as Sales Agreement, the following:

Wheel Base: 145	CA:	GVW: 10500	Type:	Exterior Color: WHITE
Engine: 7.3 gas				Interior Color: GREY
Trans: 10 speed q				
Axle, Front: 4X4				
Axle, Rear: 4.3				
Tires: 275/65/18				
Wheels: 18				
Brakes: POWER				
Steering: POWER				
Fuel Tanks: GAS				

Other Vehicle Information: See Attached

Special programs, terms and conditions listed below

Email: msilva@cityofsanmateo.org

Special Equipment:

SCELZI UTILITY BODY WITH LADDER RACK

Retail \$67,884.00

Legal or Lien

Legal Name:

Address:

City:

State: Zip:

Purchaser has read all of this Order and the attached Sales Agreement, including the reference to Warranty and NO WARRANTIES OF MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such provisions are part of this Order and that this Order supersedes any prior agreements and is the complete and exclusive agreement on the subject matters covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order and Sales Agreement. All fees subject to change after 7/1/2012.

Trade-In

Trade Year:
Trade Make:
Trade Model:
Trade ID#:
Trade Allowance:
Less payoff:

Down Payment

Deposit:
Rebates: 0.00
Cash On Delivery: 0.00
Trade-In Equity: 0.00

Selling Price: 64897.00

Doc Fee: 85.00

Sales Tax: 9.625% 6254.52

FET:

License Reg. (est.): 0.00

Tire Fee: 5 8.75

Electronic Reg Fee 33.00

Used Emsn Test Charge-Taxable 0.00

Used Emsn Cert 4YR> 0.00

Used Emsn Exempt 3YR< 0.00

Ford Protect ESP: 0.00

Total Delivered Price: 71278.27

Total Down Payment: 0.00

Unpaid Balance: 71278.27

Finance Rate OAC:

Payment Factor:

of Months:

Payment: #VALUE!

64897.00

^ Selling

less rebates

EXEPMT

See Attach

THIS IS NOT A VALID ORDER UNTIL
ACCEPTED BY MANAGEMENT

X _____
Purchaser

X _____
Salesperson

X _____
Manager

Credit Approved By: _____

THIS IS A QUOTE NOT A CONTRACT
IN ORDERS, MANUFACTURE
SUGGESTED RETAIL PRICE COULD
INCREASE FROM FACTORY PRODUCTS
AND LABOR COST ADJUSTMENTS.
ALSO, MANUFACTURE REBATES CAN
CHANGE AT ANY TIME AFFECTING THE
FINAL SALE PRICE AND TOTAL
BALANCE DUE AT THE CONTRACT
TIME.

X _____

Prepared by: Charlie@missionvalleyford.com 831-809-2955

SAN MATEO CITY 2234009

**PURCHASE CONTRACT
FOR ONE (1) NEW 2023 FORD F350 UTILITY TRUCK
FROM MISSION VALLEY FORD TRUCK SALES, INC.**

This Purchase Contract ("Contract"), 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 MISSION VALLEY FORD TRUCK SALES, INC., a CORPORATION ("VENDOR").

RECITALS:

A. CITY desires to purchase certain one (1) new 2023 Ford F350 Utility truck hereinafter described.

B. CITY desires to engage VENDOR to provide these one (1) new 2023 Ford F350 Utility truck by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - PURCHASE

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - PRICE AND TAXES

All prices, for an amount not to exceed \$87,720.92, shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

SECTION 3 - PAYMENT

Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Accounts Payable, 330 West 20th Avenue, San Mateo, CA 94403.

SECTION 4 - DELIVERY AND PERFORMANCE

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

SECTION 5 - SHIPMENT AND INSPECTION

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B. 1961 Pacific Blvd. San Mateo. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

SECTION 6 - WARRANTIES

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

SECTION 7 - INDEMNITY

VENDOR 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 VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

SECTION 8 - TERMINATION

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

SECTION 9 - REMEDIES

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

SECTION 10 - COMPLIANCE WITH LAW

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

SECTION 11 - ASSIGNMENT

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

SECTION 12 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

SECTION 13 - GOVERNING LAW

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

SECTION 14 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

SECTION 15 - WAIVER

The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and 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 Contract. 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 provision 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 Contract.

SECTION 17 - MEDIATION

Should any dispute arise out of this Contract, 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 California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

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 18 - NOTICES

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

To CITY: *Marie Silva*
City of San Mateo
1961 Pacific Blvd.
San Mateo, CA. 94403

To VENDOR: *Mission Valley Ford Truck Sales*
Attn: Jeff Speno, President
780 East Brokaw Road, San Jose, CA.
95112

SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and VENDOR 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 VENDOR.

[SIGNATURE PAGE FOLLOWS]

Exhibit A

L63

MISSION VALLEY Truck Center

PO Box 611150, San Jose, CA 95161 Telephone (408) 933-2300
780 East Brokaw Road, San Jose, CA 95112 Fax (408) 436-0313

Contact: MARIE SILVA Email: msilva@c VIN: 1FDRF3FT5PED83094
Purchaser: CITY OF SAN MATEO Phone: (850) 522-7328 Stock#: 2234048 date: 9/26/2023
Address: 1691 PACIFIC BLVD City: SAN MATEO State: CA Zip: 94403
Quantity: 1 Year: 2023 Make: FORD Model: F-350 Miles: 68 PO Number:

Specifications

I/We hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS, attached as Sales Agreement, the following:

Wheel Base: 145 CA: GVW: 11500 Type: Exterior Color: WHITE
Engine: 6.7 dsl Interior Color: GREY
Trans: 10 speed q
Axle, Front: 4X4
Axle, Rear: 3.73 ELOC
Tires: 275/65/18
Wheels: 18
Brakes: POWER
Steering: POWER
Fuel Tanks: diesel

Other Vehicle Information: See Attached

Special programs, terms and conditions listed below

Email: msilva@cityofsanmateo.org

Special Equipment	Legal or Lien
SCELZI UTILITY BODY WITH LADDER RACK	Legal Name:
	Address:
	City:
	State:
	Zip:

Retail \$82,736.00

Purchaser has read all of this Order and the attached Sales Agreement, including the reference to Warranty and NO WARRANTIES OF MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such provisions are part of this Order and that this Order supersedes any prior agreements and is the complete and exclusive agreement on the subject matters covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order and Sales Agreement. All fees subject to change after 7/1/2012.

Trade-In	Down Payment	Selling Price:	79896.00	79896.00
Trade Year:	Deposit:	Doc Fee:	85.00	^ Selling
Trade Make:	Rebates: 0.00	Sales Tax: 9.625%	7698.17	less rebates
Trade Model:	Cash On Delivery: 0.00	FET:		
Trade ID#:	Trade-In Equity: 0.00	License Reg: (est.):	0.00	EXEPMT
Trade Allowance:		Tire Fee:	5	8.75
Less payoff:		Electronic Reg Fee	33.00	
		Used Emsn Test Charge-Taxable	0.00	
		Used Emsn Cert 4YR>	0.00	
		Used Emsn Exempt 3YR<	0.00	
		Ford Protect ESP:	0.00	See Attach
		Total Delivered Price:	87720.92	
		Total Down Payment:	0.00	
		Unpaid Balance:	87720.92	
		Finance Rate OAC:		
		Payment Factor:		
		# of Months:		
		Payment:	#VALUE!	

THIS IS NOT A VALID ORDER UNTIL
ACCEPTED BY MANAGEMENT

X _____
Purchaser
X _____
Salesperson
X _____
Manager

Credit Approved By: _____

THIS IS A QUOTE NOT A CONTRACT
IN ORDERS, MANUFACTURE
SUGGESTED RETAIL PRICE COULD
INCREASE FROM FACTORY PRODUCTS
AND LABOR COST ADJUSTMENTS.
ALSO, MANUFACTURE REBATES CAN
CHANGE AT ANY TIME AFFECTING THE
FINAL SALE PRICE AND TOTAL
BALANCE DUE AT THE CONTRACT
TIME.

X _____

Prepared by: Charlie@missionvalleyford.com 831-809-2955

SAN MATEO CITY 2234048

**PURCHASE CONTRACT
FOR TWO (2) NEW 2023 FORD F350 UTILITY TRUCKS
FROM SALINAS VALLEY FORD TRUCK SALES, INC.**

This Purchase Contract ("Contract"), 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 **SALINAS VALLEY FORD TRUCK SALES, INC.**, a CORPORATION ("VENDOR").

RECITALS:

A. CITY desires to purchase certain two (2) new 2023 Ford F350 Utility trucks hereinafter described.

B. CITY desires to engage VENDOR to provide these two (2) new 2023 Ford F350 Utility trucks by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - PURCHASE

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - PRICE AND TAXES

All prices, for an amount not to exceed \$155,781.69 shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

SECTION 3 - PAYMENT

Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Accounts Payable, 330 West 20th Avenue, San Mateo, CA 94403.

SECTION 4 - DELIVERY AND PERFORMANCE

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

SECTION 5 - SHIPMENT AND INSPECTION

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B. 1961 Pacific Blvd. San Mateo. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

SECTION 6 - WARRANTIES

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

SECTION 7 - INDEMNITY

VENDOR 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 VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

SECTION 8 - TERMINATION

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

SECTION 9 - REMEDIES

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

SECTION 10 - COMPLIANCE WITH LAW

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

SECTION 11 - ASSIGNMENT

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

SECTION 12 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

SECTION 13 - GOVERNING LAW

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

SECTION 14 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

SECTION 15 - WAIVER

The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and 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 Contract. 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 provision 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 Contract.

SECTION 17 - MEDIATION

Should any dispute arise out of this Contract, 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 California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

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 18 - NOTICES

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

To CITY: *Marie Silva*
City of San Mateo
1961 Pacific Blvd.
San Mateo, CA. 94403

To VENDOR: *Salinas Valley Ford Truck Sales, Inc.*
Attn: Alfonso Ramos, Finance Manager
780 East Brokaw Road, San Jose, CA.
95112

SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and VENDOR 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 VENDOR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and SALINAS VALLEY FORD TRUCK SALES, INC. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

VENDOR

Brad B. Underwood Date
Interim Public Works Director

Salinas Valley Ford Truck Sales, Inc. Date
<Insert Name>
<Insert Title>

Exhibit A

L12

Prepared for: Ms. MARIE SILVA, CITY OF SAN MATEO

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 335

Client Proposal

Prepared by:
STEPHEN ROTHSTEIN
Office: 831-444-4485
Date: 09/26/2023



Salinas Valley Ford Trucks | 1100 Auto Center Cir , Salinas, CA, 93907
Office: 831-444-4485 | Fax: 831-758-9053

1

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023



Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 335

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Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 335

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F3E	Base Vehicle Price (F3E)	\$45,665.00
Packages		
630A	Order Code 630A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Electronic-Locking w/4.30 Axle Ratio - GVWR: 10,500 lb Payload Package - Tires: LT275/65Rx18E BSW A/S Spare may not be the same as the road tire. - Wheels: 18" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.	Included
X4M	Electronic-Locking w/4.30 Axle Ratio	Included
STDGV	GVWR: 10,500 lb Payload Package	Included
Wheels & Tires		
TCH	Tires: LT275/65Rx18E BSW A/S Spare may not be the same as the road tire.	Included
64F	Wheels: 18" Argent Painted Steel Includes painted hub covers/center ornaments.	Included
512	Spare Tire, Wheel & Jack	\$350.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 335

As Configured Vehicle (cont'd)

Code	Description	MSRP
------	-------------	------

Required in Rhode Island.

Excludes carrier.

Includes:

- 3-Ton Mechanical Jack

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat	Included
	<i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	

Other Options

PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
	<i>Includes 4 speakers.</i>	

Includes:

- SYNC 4 Communications & Entertainment System

Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

61J	3-Ton Mechanical Jack	Included
96V	XL Chrome Package	\$225.00

Includes:

- Bright Chrome Hub Covers & Center Ornaments

- Chrome Front Bumper

- Bright Grille

- Remote Start

- Halogen Fog Lamps

18Y	Ford Pro Upfit Integration System Removal	-\$400.00
-----	---	-----------

872	Rear View Camera & Prep Kit	\$415.00
-----	-----------------------------	----------

Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.

52S	Interior Work Surface	\$140.00
-----	-----------------------	----------

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
--------	--	-----

Requires valid FIN code.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 335

As Configured Vehicle (cont'd)

Code	Description	MSRP
<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>		
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
ROYUT	9FT ROYAL UTILITY	\$18,471.00
SUBTOTAL		\$64,866.00
Destination Charge		\$1,895.00
TOTAL		\$66,761.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 335

Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$45,665.00
Options			\$730.00
Colors			\$0.00
Upfitting			\$18,471.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,895.00
Subtotal			\$66,761.00
<i>Pre-Tax Adjustments</i>			
Code	Description	MSRP	
0001	Fleet & SVF Discount	-\$3,420.00	
Subtotal			\$63,341.00
<i>Sales Taxes</i>			
Code	Description	MSRP	
2015	Sales Tax	\$6,104.75	
Subtotal			\$69,445.75
<i>Post-Tax Adjustments</i>			
Code	Description	MSRP	
5454	DOC FEE	\$85.00	
ELEC	ELECTRONIC FILING FEE	\$33.00	
TIRE FEE	TIRE FEE	\$8.75	
Subtotal			\$69,572.50
Total			\$69,572.50

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared for: Ms. MARIE SILVA, CITY OF SAN MATEO

2023 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 350

Client Proposal

Prepared by:
STEPHEN ROTHSTEIN
Office: 831-444-4485
Date: 09/26/2023



Salinas Valley Ford Trucks | 1100 Auto Center Cir , Salinas, CA, 93907
Office: 831-444-4485 | Fax: 831-758-9053

1

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 350

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Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 350

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F3F	Base Vehicle Price (F3F)	\$50,165.00
Packages		
630A	Order Code 630A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Tires: LT275/65R18E BSW A/S Spare may not be the same as the road tire. - Wheels: 18" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Battery - Electronic-Locking w/3.73 Axle Ratio - GVWR: 11,500 lb Payload Package - 40 Gallon Fuel Tank	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	Included
NONGV	GVWR: 11,500 lb Payload Package <i>Includes:</i> - 40 Gallon Fuel Tank	Included
Wheels & Tires		
TCH	Tires: LT275/65R18E BSW A/S <i>Spare may not be the same as the road tire.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023



Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2023 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description	MSRP
64F	Wheels: 18" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 3-Ton Mechanical Jack	\$350.00

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
---	--	----------

Other Options

PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	Included
61J	3-Ton Mechanical Jack	Included
96V	XL Chrome Package <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps	\$225.00
86M	Dual 68 AH/65 AGM Battery	Included
67A	350 Amp Dual Alternators <i>Includes 190 Amp + 160 Amp.</i>	\$100.00
18B	Platform Running Boards	\$320.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description	MSRP
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C
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Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425	50-State Emissions System	STD
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Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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Upfit Options

SC9UT	9FT SCELZI UTILITY <i>9FT SCELZI UTILITY OVER CAB LADDER RACK POWDER COATED BUMPER CLASS IV RECEIVER 7 PRONG PLUG</i>	\$18,887.00
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SUBTOTAL	\$80,632.00
Destination Charge	\$1,995.00
TOTAL	\$82,627.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: STEPHEN ROTHSTEIN

09/26/2023

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907



2023 F-350 Chassis 4x4 SD Regular Cab 145" WB SRW XL (F3F)

Price Level: 350

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$50,165.00
Options		\$11,580.00
Colors		\$0.00
Upfitting		\$18,887.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$82,627.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
0001	Fleet & SVF Discount	-\$4,110.00
Subtotal		\$78,517.00
<i>Sales Taxes</i>		
Code	Description	MSRP
2015	Sales Tax	\$7,565.44
Subtotal		\$86,082.44
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
5454	DOC FEE	\$85.00
DOC	Electronic Filing Fee	\$33.00
TIRE FEE	TIRE FEE	\$8.75
Subtotal		\$86,209.19
Total		\$86,209.19

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY OF SAN MATEO

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

Agenda Report

Agenda Number: 12

Section Name: PUBLIC HEARING

Account Number: 10-4679

File ID: 23-7992

TO: City Council

FROM: Alex Khojikian, City Manager

PREPARED BY: Public Works Department

MEETING DATE: October 16, 2023

SUBJECT:

Community Flood and Storm Protection Fee Public Hearing and Potential Mail Balloting

RECOMMENDATION:

Conduct a public hearing, and if there is a determination that a majority protest does not exist, adopt a Resolution directing Staff to conduct a ballot proceeding for the proposed Community Flood and Storm Protection Fee, a property-related fee conforming to Article XIII D, Section 6 of the California Constitution.

BACKGROUND:

The City of San Mateo operates and maintains a stormwater system, which provides vital services to safeguard neighborhoods from flooding and protects local waterways from pollution. The system consists of complex infrastructure including surface drains, underground pipes and conduits, pump stations, creeks and channels, and the Marina Lagoon.

The City's stormwater system requires long-overdue improvements to address flood control limitations and aging infrastructure. Unlike the sanitary sewer system, the stormwater system does not have a dedicated funding source and relies on the General Fund. In 2019, the Public Works Department began working with SCI Consulting Group (SCI) on a financial analysis of the City's stormwater activities to understand the funding needs and options for revenue generation. Staff presented an overview of stormwater activities to the Sustainability and Infrastructure Commission (SIC) in December 2020 and continued to work with SCI on the funding analysis. At the February 2021 SIC meeting, staff presented a draft Stormwater Funding Analysis Report. Along with feedback from the SIC, the Stormwater Funding Analysis Report was presented to the City Council on May 17, 2021. Council directed staff to proceed with the next steps towards implementing a potential stormwater fee.

On June 5, 2023, public opinion survey results were presented to City Council. After hearing the survey results, Council directed the completion of a Fee Report with SCI. The purpose of the Fee Report was to establish the costs for stormwater capital improvements, Marina Lagoon dredging, regulatory requirements through the Municipal Regional Permit (MRP) and operation/maintenance. The total costs were used as the basis to calculate the appropriate fee designated to each parcel type so that costs and revenues balance. The overall benefit that a parcel receives from the programs as well as the amount of impervious surface were considered within the Fee Report.

At the recommendation of staff, Council took several actions on July 17, 2023, to initiate a Proposition 218 proceeding to establish a new property-related fee to provide additional funding for the stormwater program. These actions were:

1. Approval of the Fee Report by SCI, which recommended a fee structure based on a \$96 annual fee for an average single-family home; and
2. Adoption of Resolution No. 81 (2023) formally initiating the Proposition 218 process by approving the Fee Report, setting a public hearing for October 16, 2023, and directing mailing of a notice to all affected property owners

- about the hearing and their right to protest the proposed fee; and
3. Adoption of Resolution No. 81 (2023) establishing procedures for conducting a Proposition 218 ballot proceeding.

Notices regarding the proposed fee and tonight's public hearing were mailed over 45 days in advance to approximately 26,714 property owners. Please note due to property owners owning multiple properties, the total number of affected parcels is 28,994. The notice (included as Attachment 2) informed property owners of the subject of the hearing and their right to protest.

Next Steps:

Article XIII D, Section 6(a) of the California Constitution requires a public hearing to be conducted as well as a protest process. Any property owner affected by the proposed Storm Drainage Fee may submit a written protest before or during the public hearing. All written protests must be received prior to the close of the public hearing. If protests are received from property owners representing a majority of the affected parcels, the Storm Drain Fee cannot be established. A total of 28,994 parcels are affected by this proposed fee, so a majority would be formed by written protests timely received from owners of 14,498 parcels. Pursuant to Article XIII D, Section 6(c) of the California Constitution, if a majority protest does not exist, the City may initiate a ballot proceeding to be submitted to all property owners subject to the proposed fee.

Assuming a majority protest does not exist, and the Council adopts a resolution to direct ballot proceedings, the next step would be to print and mail the ballots to all affected property owners for consideration of the proposed Storm Drainage Fees. This process usually takes approximately two weeks, so ballots would be arriving in mailboxes in early November. Ballots are due back to the office of the tabulator by 5:00 p.m. on December 18, 2023 (postmarks will not be accepted).

Ballots will not be opened until the tabulation process commences at 9:00 a.m. on December 19, 2023, in the Tabulator's Office.. Once the tabulation is complete, the results will be brought before the Council for certification. A simple majority of returned ballots is necessary for the measure to pass. If the measure passes, the Council may at that time take action to impose the fees beginning July 1, 2024. Property owners should expect to see these fees levied on their tax bills in Fall 2024.

BUDGET IMPACT:

If the proposed rates are approved, the annual stormwater fee revenues will be approximately \$4,000,000 in the first year.

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 – Proposed Resolution

Att 2 - Notice of Public Hearing - Stormwater Fee

Att 3 – Public Comment

STAFF CONTACT

Jimmy Vo, Senior Engineer

jvo@cityofsanmateo.org

(650) 522-7319

Matt Fabry, Deputy Director

mfabry@cityofsanmateo.org

(650) 522 7309

**CITY OF SAN MATEO
RESOLUTION NO. ____-2023**

**FINDING THAT A MAJORITY PROTEST DOES NOT EXIST AND DIRECTING A PROPERTY OWNER BALLOT
PROCEEDING FOR THE PROPOSED COMMUNITY FLOOD AND STORM PROTECTION FEE, A PROPERTY-
RELATED FEE CONFORMING TO ARTICLE XIII D, SECTION 6 OF THE CALIFORNIA CONSTITUTION**

WHEREAS, on July 17, 2023, the City Council of the City of San Mateo adopted Resolution 81 (2023) initiating proceedings to obtain approval of the proposed new Stormwater Fee ("Fee"), which is a property related fee conforming to Article XIII D, Section 6 of the California Constitution; approving the Fee Report for the Stormwater Fee ("Fee Report," dated July 2023); and setting a public hearing before the City Council on October 16, 2023 in the City Council Chambers at 330 West 20th Avenue, San Mateo CA 94403 at 7:00 pm to consider all property owner protests to the proposed fee; and

WHEREAS, on July 17, 2023, the City Council of the City of San Mateo adopted Resolution 81(2023) adopting ballot procedures applicable to the proposed fee pursuant to Article XIID, Section 6(c) of the California Constitution; and

WHEREAS, pursuant to the provisions of Article XIII D of the California Constitution, the City has provided 45-day written mailed notice to each record owner of parcels of real property subject to the Stormwater Fee of a public hearing, which was held at a regular meeting of the City Council on October 16, 2023 at 7:00 pm in the City Council Chambers on the issue of whether the proposed property related fee may be imposed as proposed in the Fee Report for Fiscal Year 2024-25; and

WHEREAS, the mailed notice of the public hearing contained the following information: (a) the total amount of fee proposed to be levied for fiscal year 2024-25; (b) the fee chargeable to each owner's parcel; (c) the reason for the Fee; (d) the basis upon which the amount of the proposed Fee was calculated; (e) the date, time and place of the public hearing as specified in this resolution; and (f) a summary of the effect of a majority protest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Mateo as follows:

1. **Tabulation of the Written Protests.** The tabulation of written protests by the City Clerk is complete. A total of [REDACTED] written protests were submitted representing ____% of the 28,994 identified parcels subject to the Fee. Therefore, the City Council hereby finds that a majority protest does not exist as defined in Section 6(a)(2) of Article XIII D of the California Constitution and Sections 53755(b) of the California Government Code with respect to the proposed Stormwater Fee.
2. **Voter Approval for the Stormwater Fee.** Pursuant to the provisions of Article XIII D, Section 6(c) of the California Constitution, the City of San Mateo shall conduct a ballot proceeding to obtain property owner approval of the Stormwater Fee consistent with the procedures described in Resolution No. 81 (2023).



CITY OF SAN MATEO
PUBLIC WORKS DEPARTMENT

330 W. 20th Avenue
San Mateo, CA 94403
www.cityofsanmateo.org
(650) 522-7300

July 31, 2023

Dear Property Owner:

This letter is to inform you about the City's proposed Community Flood and Storm Protection Fee ("Stormwater Fee") that would help pay for critical flood protection services and stormwater infrastructure. The City is asking property owners whether they approve of establishing a dedicated and reliable funding source to support upgrading aging infrastructure, providing enhanced flood protection services, implementing improved maintenance, and cleaning stormwater to protect our creeks and the San Francisco Bay.

Flood protection is essential to ensure the safety and well-being of residents and property in San Mateo. A robust stormwater system – with the capacity to reliably and safely move stormwater away from developed areas and into downstream waterways or storage facilities – is necessary to protect the entire community.

The City currently relies on its General Fund to pay for flood protection and stormwater infrastructure. This is the same fund that helps pay for public safety, repairing roads, and improving parks. Unlike with sanitary sewer or trash/recyclables for which property owners pay dedicated fees for collecting and managing those waste streams, there is no secure, dedicated funding for the City to safely manage stormwater runoff. Given the numerous demands on the General Fund, there is insufficient existing funding to improve the City's aging and often undersized infrastructure to properly manage stormwater and reduce the risk of flooding.

Much of the City's stormwater system is over 50 years old and beyond its useful life, increasing the likelihood of critical infrastructure failures. Every year, the City spends \$3.2 million just to maintain basic operations. However, this level of funding is not enough for upgrading and improving infrastructure, with an additional \$5.8 million needed annually to expand the stormwater system's capacity to provide better flood protection for residents and property owners, including for dredging the Marina Lagoon, a critical flood control structure for the City.

The proposed Community Flood and Storm Protection Fee amount would vary depending on what type of property you own, with details included in the pages that follow. Most single-family residential parcels will be asked to pay about \$8 per month, or \$96 per year. Multi-family residential, commercial, and other types of parcels will be asked to pay their fair share as well.

I encourage you to read the important information in this packet and get involved in the process. On October 16, 2023, the City Council will conduct a public hearing, at which time the City Council will consider all written protests against the proposed fee. If there is a determination that a majority protest does not exist, the City Council will then consider initiating the property-owner balloting process for the fee. Additional information, including details on past and upcoming community meetings related to the Community Flood and Storm Protection Fee, can be found on the City's website at www.cityofsanmateo.org/stormwater.

If you have any questions, feel free to contact us at (650) 522-7300 or publicworks@cityofsanmateo.org.

Sincerely,

Matt Fabry, Acting Public Works Director
City of San Mateo Public Works Department

Notice of Public Hearing Stormwater Fee

PUBLIC HEARING

Notice is hereby given that the City Council will hold a public hearing to consider proposing a Community Flood and Storm Protection Fee ("Stormwater Fee") for community flood and storm protection services to properties within the City of San Mateo.

The Public Hearing has been scheduled for:

A meeting beginning at 7:00 p.m. on October 16, 2023 in the City Council Chambers located at 330 W 20th Avenue, San Mateo, California 94403. Information on how to observe the meeting and offer public comment electronically or telephonically will be included in the meeting agenda.

At this public hearing, the City Council will determine whether a majority protests exists against the proposed Stormwater Fee and hear all persons interested in the matter. If a majority protest does not exist, the City Council will then consider whether to proceed with the balloting for the proposed Stormwater Fee. All interested parties are invited to participate in the meeting electronically or by teleconference. The public hearing will be held in accordance with Article XIII D of the California Constitution (Proposition 218).

Any owner or tenant of a parcel of real property subject to the proposed Stormwater Fee may object to the proposed fee by filing with the City Clerk, at or before the time of the hearing, a written protest. To be counted, a protest must be submitted in writing, clearly state opposition to the proposed fee, identify the property by address or assessor's parcel number, identify the property owner or tenant, and include the original signature of the property owner or tenant. Only one written protest per parcel will be counted.

The mailing address for a written protest is as follows: Stormwater Fee Protest, c/o City Clerk, 330 W 20th Avenue, San Mateo, California 94403. The property owner may also be heard on the matter by providing testimony during the public hearing; however, oral comments during the hearing will not qualify as a protest unless accompanied by a written protest. Protests which are mailed to the City Clerk must arrive prior to 4:30 pm on October 16, 2023 to be counted. Protests submitted via e-mail, facsimile, or other electronic means will not be counted.

If the City Clerk does not receive written protests from a majority of the parcels subject to the proposed Stormwater Fee before the close of the public testimony portion of the public hearing, the City Council may authorize a mail ballot proceeding on the question of whether to approve the fee. No more than one written protest per parcel will be counted in calculating the number of protests. If authorized by the City Council, ballots will be mailed to all property owners whose parcels are subject to the fee.

The Stormwater Program would be managed by the City of San Mateo, and the proposed Stormwater Fee would be collected and used strictly for the stormwater services as summarized below.

OVERVIEW OF PROPOSED STORMWATER FEE

Reason for the Proposed Stormwater Fee.

The lack of a dedicated, secure funding source for the stormwater system has resulted in aging, over-capacity infrastructure assets due to deferred capital improvement projects that are essential for reliable flood protection. Moreover, current funding does not generate enough revenue to pay for the necessary operations, maintenance, and regulatory requirements required to prevent flooding, proactively service the system, and ensuring that stormwater flowing to local creeks, Marina Lagoon, and San Francisco Bay is clean.

In 2023, the City prepared a comprehensive Stormwater Fee Report to determine the amount of revenue needed by a new fee to fund improvements to the Stormwater program. As shown in the table below, this resulted in a rate of \$8.00 per month for a typical single-family home.

PROPOSED STORMWATER FEE RATES AND METHOD OF COLLECTION

If approved, this fee will be collected on the annual secured property tax bill. The new fee for a single-family home on a medium-sized parcel between 0.11 and 0.17 acres, which is the most common fee, is proposed to be **\$8.00 per month**. The City Council must review the rates each year to determine whether a Consumer Price Index adjustment is justified, and the maximum amount of the fee that can be charged will increase by the percentage increase in the Consumer Price Index, All Urban Consumers ("CPI-U") for San Francisco-Oakland-Hayward, during the twelve month period ending with the preceding month of December published by the U.S. Department of Labor, Bureau of Labor Statistics. The fee amount actually charged will not increase automatically; any increase must be approved by Resolution by the City Council. The entire schedule of proposed annual fee rates is shown in the table below.

Schedule of Proposed Stormwater Fee Rates

Land Use Category			Proposed Monthly Fee FY 2024-25		
Residential *					
Small	Under 0.11	ac	\$	5.55	per parcel
Medium	0.11 to 0.17	ac	\$	8.00	per parcel
Large	0.18 to 0.23	ac	\$	9.92	per parcel
Extra Large	Over 0.23	ac	\$	11.08	per parcel
Condominium - 1 Level			\$	5.35	per parcel
Condominium - 2+ Levels			\$	2.71	per parcel
Non-Residential **					
Commercial / Industrial			\$	100.50	per acre
Office / Apartment / Institutional			\$	81.82	per acre
Institutional w/ Field			\$	71.24	per acre
Park			\$	5.53	per acre
Vacant (developed)			\$	5.53	per acre
Open Space / Agricultural					not charged

* Single-Family Residential category also includes du-tri- and four-plex units

** Non-SFR parcels size is calculated to a hundredth of an acre

DESCRIPTION OF PROPOSED STORMWATER PROGRAM NEEDS

Capital Improvement Projects

Capital improvement projects have been deferred due to lack of funding resulting in aging infrastructure that is beyond the end of its design life. High priority capital improvement needs include drainage channel and drainage area rehabilitation throughout the City, Citywide storm drain condition assessment and Master Plan update, and a life-cycle approach to variable Marina Lagoon projects including dredging of the channel, a feature critical to the City's flood control system.

Operations and Maintenance

Effective operations and maintenance are critical to the City's stormwater system. Regular operations and maintenance tasks include storm-day preparations, periodic video inspections, timely storm system repairs, Marina Lagoon pump system maintenance, as well as ensuring green infrastructure facilities such as trash capture devices are working properly. All of these tasks are necessary to maximize the useful life of essential infrastructure and minimize the risk of flooding during storms. The City has identified additional operations and maintenance needs necessary to protect the City from

flooding and provide mitigation and removal of trash and pollution. The proposed fee will allow the City to perform the needed maintenance and inspection activities required to address these needs more frequently.

Safe, Clean, and Healthy Water

The City's stormwater system must comply with strict State and Federal clean water standards to ensure that water discharged from the system is safe, clean and healthy in order to protect our local creeks, Marina Lagoon, and San Francisco Bay. Trash, oil, and other pollutants accumulate on our streets and sidewalks on a daily basis. Without appropriate controls, these pollutants would be swept into our creeks, Marina Lagoon, and the San Francisco Bay. Street sweeping and other actions keep our waterways clean by removing these pollutants from the water before they are released into the creeks. The City has a strong compliance program, but the current financial analysis indicates that additional funds are required to continue to address escalating regulatory requirements to meet heightened water quality standards.

Summary

The total amount to be collected by the proposed Stormwater Fee in Fiscal Year 2024-25 is about \$4.0 million. This proposed fee will greatly help to address the annual structural financial shortfall of the operations and maintenance and water quality requirements of the stormwater system and allow the City to address its most pressing and overdue capital improvement needs. Under the current proposal, the City's current funding of the Stormwater System by the General Fund would continue and revenues from the proposed Stormwater Fee would provide funding for necessary additional operations and maintenance needs, and Capital Improvement needs including Marina Lagoon projects critical to the proper functioning of the City's flood control system. A summary table showing a financial projection for fee revenues and possible expenditures based on known variables is shown below. Revenue and expenditure scenarios based on known project variables specific to Marina Lagoon is detailed further in the City's Stormwater Fee Report.

Needs Summary and Financial Scenarios

		<i>in thousands</i>		
Estimated FY 24 Needs		Scenario 1	Scenario 2	Scenario 3
Baseline Costs	\$ 3,197	\$ -	\$ -	\$ -
Additional Needs	663	663	663	663
Subtotal Operating Costs	<u>\$ 3,860</u>	<u>\$ 663</u>	<u>\$ 663</u>	<u>\$ 663</u>
Marina Lagoon Dredging	2,016	2,016	1,512	1,008
Capital Improvement Program*				
Tier 1: High Priority Projects	1,622	1,353	1,622	1,622
Tier 2: First Lagoon Dredging	436	-	235	436
Tier 3: Medium- and High-Priority Projects	1,070	-	-	303
TOTAL REVENUE Requirement	<u>\$ 9,004</u>	<u>\$ 4,032</u>	<u>\$ 4,032</u>	<u>\$ 4,032</u>
* CIP is amortized over 30 years			Funded from other sources	
			Deferred Funding	
			Partially Deferred Funding	

ADMINISTRATION OF STORMWATER FEE

How the Fee Is Calculated. The proposed Stormwater Fee is based on the quantity of rain water runoff produced by each parcel or category of parcel. This runoff is based upon the proportional impervious area (e.g. roof tops and pavements) on each category of parcel. A copy of the full Stormwater Fee Study can be found on the City's website at www.cityofsanmateo.org/stormwater.

Properties Subject to the Fee. All properties are subject to the fee except for undisturbed open space, agricultural land, and other undeveloped parcels that do not include measurable impervious area.

Annual Inflation Adjustment. In order to offset the effects of inflation on labor and material costs, the maximum rate that can be charged for the proposed fee is subject to an annual increase based on the change in the Consumer Price Index but will be limited to a maximum of 3% in any single year. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized rate in years in which the CPI is less than 3%. The maximum authorized rate is equal to the maximum rate in the first fiscal year the Fee was approved adjusted annually by the lower of either 3% or the change in the CPI plus any Unused CPI as described above.

Accountability and Oversight Provision. The proposed Community Flood & Storm Protection Fee revenues will be collected and deposited into a separate account that can only be used for specified storm protection projects, capital improvements, maintenance, operations, and regulatory activities. The proposed Community Flood and Storm Protection Fee is a property-related utility fee as defined in Proposition 218, similar to water, sewer, and garbage utility fees. Proposition 218 ensures that costs are apportioned to each property in a fair and equitable manner. The funds generated from the proposed fees cannot be used for general City purposes – they can only be used for stormwater services – and the revenues cannot exceed the cost of providing stormwater services.

COMMUNITY MEETINGS

The City Council will hold a public hearing on October 16, 2023 and has held several past public meetings on the proposed Storm Water fee. To review past meeting materials visit www.cityofsanmateo.org/stormwater:

August 15, 2023,

Stormwater Fee Protest
c/o city Clerk
330 W 20th Avenue
San Mateo, CA 94403

I am a property owner at [REDACTED] and I'm writing to protest the stormwater fee that I think is unnecessary. California is supposedly in a continuous drought and the flooding that occurred in December 2022 and January 2023 was the fault of the city. On my street on New Year's Eve, we found wood chips from nearby Laurie Meadows Park. The whole street was covered in wood chips that went into the storm drain and was backing up the drain. Neighbors were able to clear the chips from the drains and cleared the stoppage throughout the neighborhood. We saw huge piles of wood chips at Laurie Meadows Park which is the reason we had flooding in the village. We also noticed that there were no city trucks or personnel in the area to clear the blockage as we have seen in the past. I have lived in San Mateo for almost 30 years and don't recall any problems with flood control during my residency.

Other neighbors reported that the humongous, oversized water pump in Laurel Creek that runs between Casanova Park and Laurie Meadows Park only had one or two pumps on during this time wasn't running being used efficiently. I firmly believe the flooding in San Mateo was due to human error. Additional money isn't going to fix the problems within the Public Works Department or make it run efficiently if the right personnel aren't engaged to run the department.

We have paid for several oversized pumps that weren't even turned on properly in Laurel Creek. I am also paying for flood control for an area that I don't live in by the San Francisco Bay. I haven't heard of an investigation into the lack of action by city personnel during the flood to help alleviate it. I drove by Pacific Blvd and 42nd Avenue several times during the flooding and never saw any city trucks or personnel working on clearing the drains. I noticed the same on County Road and Ralston and Harbor, no city or county personnel working to clear the road so it dried fine naturally but took longer without help. We heard who is responsible for these failures or who put the piles of wood chips in the park that caused the flooding. This was a travesty and a failure of city services.

For these reasons, the proposed floodwater fee is a fraud to steal money from San Mateo residents and should be aborted. It is an orchestrated money fraud that is being perpetuated in several cities throughout the bay area. One storm with intentionally clogged drains in the middle of a drought doesn't open the floodgates to bilk millions of dollars from property owners.

Sincerely yours,

Cynthia McReynolds
[REDACTED]

'23AUG17 1:12PM

From: [REDACTED]
Sent: Sunday, September 10, 2023 7:44 PM
To: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: IS THE FLOOD PREVENTION TAX WORTH IT?

I hope you can take the emotion out of this issue and look at it objectively.

It's all about efficient use of our tax dollars to deal with flood damage with an understanding of the costs/benefits, probability/risks. The city does not even know how many properties were flood damaged, the costs and location of the highest costs in the 2022/23 flood. There was no survey done or possible financial modeling.

Yes, we have had flooding several times in the past 50 years. There is no data on the damage, but I don't remember anything like 2022/23, so a 50 or 100 year cycle likely still applies.

There are 29,000 residential and business properties in San Mateo. Most flood damage was east of the railroad tracks and "heavily located near lagoon, channel and creek inlets and several interior locations" the city says. Based on observation and conversations, let's guesstimate that around 500-1000 properties were damaged which would mean 96-98% of San Mateo were not affected. Of those, maybe 90-95% had less than \$2K in damages.

Is it really necessary to provide an additional \$4M/year plus inflation INDEFINITELY for a relatively small number of properties, most likely with relatively low damage costs for a flood event that may not happen for another 50 or 100 years? The city says it needs a LOT more money than the \$4M/year to provide assurance that little future flooding will occur and that "storms of unanticipated intensity could still overwhelm the system"

Instead, let's spend a LOT less and put aside a community relief fund to be distributed if a major flood happens sooner and just enough for critical preventative maintenance (The city council has already recently authorized \$3M to be spent on flood prevention infrastructure, fixing lagoon pumps and other things)

Respectfully,

Gary Isoardi

John Weingand

From: Theresa Loftin
Sent: Tuesday, August 8, 2023 8:21 AM
To: Jimmy H. Vo
Cc: Matt Fabry
Subject: FW: Community Flood and Storm Protection Fee Protest

Good morning -

From: Jason Wolfson [REDACTED]
Sent: Monday, August 7, 2023 5:12 PM
To: Public Works <publicworks@cityofsanmateo.org>
Subject: Community Flood and Storm Protection Fee Protest

To whom it may concern:

I just received the proposal for a monthly fee for flood and storm protection and am quite frustrated. We bought our home in 2021, pay over \$20k a year in property taxes, including an increase in sewer taxes, and now are being asked to pay more?

I am formally protesting this fee, and would like to see a breakdown of how taxes are currently being used. While I love Sunnybrae, I already am frustrated with how little San Mateo does to keep the streets, foliage, and shopping centers look up to date and beautiful.

Happy to speak with someone further on this matter.

Best,
Jason Wolfson

John Weingand

From: Patrice Olds
Sent: Monday, October 2, 2023 10:39 AM
To: Jimmy H. Vo
Subject: FW: B St Autumn Festival Community Event

From: Laurie Strange <strange@cityofsanmateo.org>
Sent: Sunday, October 1, 2023 8:25 PM
To: Alex Khojikian <akhojikian@cityofsanmateo.org>
Cc: Patrice Olds <polds@cityofsanmateo.org>
Subject: FW: B St Autumn Festival Community Event

From: Doris Nishimoto [REDACTED]
Sent: Sunday, October 1, 2023 8:41 AM
To: City Mgr <citymgr@cityofsanmateo.org>; Amourence Lee <alee@cityofsanmateo.org>; Lisa Diaz Nash <ldiaznash@cityofsanmateo.org>; Rob Newsom <rnewsom@cityofsanmateo.org>; Richard Hedges <rhedges@cityofsanmateo.org>; Adam Loraine <aloraine@cityofsanmateo.org>; Noel Nish [REDACTED]
Cc: David Canepa <dcanepa@smcgov.org>; curtis@smdailyjournal.com
Subject: B St Autumn Festival Community Event

Hi City Manager and City Council,

On Saturday, City of San Mateo had the Autumn Festival on B St.

There was a table of 2 women disseminating information about 2 community issues:

1. Seniors and the problems they face
2. Vote YES for supplemental tax to prevent flooding by getting money to apply for a matching grant for infrastructure.

Both women told me that protests is the only way to affect change in this community. I responded that my way is to write directly to the City if I can contribute any ideas; whether the City Council accepts these ideas is up to them.

They seemed to think that "democracy" meant a show of force in numbers.

However, it was Thomas Jefferson who said, "Tsj r fs | nmhtzwlj xfr fdw~3"

Nj}uqfnsji yt ymjxj | tr js ymfytzwhtr r zsr~ rkr twj ktwzsfyj ymfs ymj wjxytkymj | twilymfy | j fwj styrs
Zpwnsj@stfwj | j klmxsl ymj Ijslj Uqfvzj st | ns Gfsljijxm3 Ymx iri stywjlxyjw | nm ymjr fxymj~ | jwj
kthzxji ts ymjrwutggjr x3

I said that if the City of SM could work within their budget and reel in spending, then we would be in better shape. ALL companies in this current economy are doing that.

The Lady at the Seniors Desk told me that voters passed the bike lanes project; but now, Seniors are having a hard time crossing streets and this bike lane idea is not working for Seniors. So, they want a reversal of this in certain areas Seniors use. This sounds reasonable to me. (Also a Senior at 71 1/2 YO). This is restricted and does not apply to ALL bike lanes. Please hear her group out if they come to City Hall and grant them what they want.

The second lady showed me photos of her home flooding due to the last 31 atmospheric river storms and the need to get the supplemental flood fee passed. I told her that City of SM missed their opportunity to get grant money because I had contacted FEMA directly and was told that the City had not applied. This lady confirmed what I had said.

Consumer Protection is what California is all about. This lady actually has a right to sue the City for this flood damage to her property in that the City failed to protect her (like people are suing PGE for fire losses and loss of life due to not maintaining power lines). I didn't tell her this; because she thinks that taxing all property owners will get the money to allow City of San Mateo to apply for this FEMA grant *next time*.

How many parcels out of the total number of parcels in the City of San Mateo flooded out?

Although the fee seems small, \$8.00/yr on each parcel; this is IN PERPETUITY. Taxes in City of SM never go down; they only go UP. Property owners are wondering where all that collected money is going to. It looks like misappropriation of taxpayer funds. We should have had a huge reserve for infrastructure as an ongoing maintenance project already. Property taxes are equivalent to HOA reserves. What happened? Where did the money go?

Hiking property taxes is NOT the solution to your problems without making reeling in spending at City Hall. Also, making the entire community pay for infrastructure of this billion dollar magnitude is unrealistic going forward. This is what is driving people out of the community.

We haven't fully recovered from the Pandemic, so asking property owners to make up the difference is ASKING ALOT. Property owners are also struggling now in the current economy.

These types of billion dollar (and in the future, trillion dollar) projects are federal government projects (like BART and CALTRAIN); not something the average working man or woman can handle.

Doris Nishimoto, D.D.S.



John Weingand

From: Public Works
Sent: Friday, August 11, 2023 4:37 PM
To: Matt Fabry; Brad Underwood
Cc: Jimmy H. Vo
Subject: FW: Community Flood and Storm Protection Fee

-----Original Message-----

From: Henry Riggs [REDACTED]
Sent: Friday, August 11, 2023 4:11 PM
To: Public Works <publicworks@cityofsanmateo.org>
Cc: City Council (San Mateo) <CityCouncil@cityofsanmateo.org>
Subject: Community Flood and Storm Protection Fee

Matthew Fabry
Acting Public Works Director

Re: Stormwater Fee, letter of July 31

Mr Fabry

I firmly object to the proposed added fee on properties for stormwater system expenses. My community, North Central, has only recently agreed to a property tax levy for the bay flood levies that were just completed to protect our neighborhood - which in fact has never flooded since I arrived in 1997, including in 1998 and in 2023.

Property owners pay dearly in real estate taxes - an "entry level" 1.5M property pays over 15,000 annually towards county and city services, dramatically more than when I bought such a property, far more than inflation. Many of us feel there is no shortage of income, only an excess of spending outside of hard infrastructure.

While the city has repeatedly over-promised in golden pensions for the full range of municipal employees, we residents are asked for ever increasing payments, with emphasis on property owners, as if housing were not already prohibitively expensive.

If your department needs more money for basic services, I suggest the city should never have deferred storm system maintenance. Council may need to rein in social programs, must rein in pension promises, and must get the city's house in order before further penalizing your residents.

Respectfully,

Henry Riggs
[REDACTED]

John Weingand

From: Public Works
Sent: Friday, August 11, 2023 7:54 AM
To: Jimmy H. Vo
Subject: FW: Community Flood and Storm Protection Fee

From: cristina roces [REDACTED]
Sent: Thursday, August 10, 2023 8:51 PM
To: Public Works <publicworks@cityofsanmateo.org>
Subject: Community Flood and Storm Protection Fee

Hello,

I received correspondence regarding the above-referenced subject matter on collecting a fee for flood and storm protection. I am opposed to this fee, and so is my husband.

Does this email suffice as a written protest, or do I need to do something different before October 16?

We would be more in favor of affected areas or homes pay the proposed fee. I have a home formerly in a flood zone and had to pay for flood insurance for years. I didn't rely on the community to pay my flood insurance. If our home is an affected flood area, I'd be happy to pay this fee.

In conclusion I think only homeowners in affected areas should pay the fee and we feel it should not be all of San Mateo residents expected to pay the fee.

Thank you,
Cristina

John Weingand

From: Theresa Loftin
Sent: Friday, October 13, 2023 11:38 AM
To: Jimmy H. Vo
Cc: Matt Fabry
Subject: FW: storm water drainage system

FYI

From: Elena Angeli [REDACTED]
Sent: Friday, October 13, 2023 11:26 AM
To: Public Works <publicworks@cityofsanmateo.org>
Subject: storm water drainage system

Dear Public Works,

We know you have a big job in our city.

We are in receipt of the second mailing regarding storm water systems and upgrades. I support the measure to update this necessary system, but I want to point out the obvious flaw in recent city requests:

I live in North Central; we were highly impacted by the "bike lane project." I realize the decisions and moneys were appropriated years before the project went into action, but I have a hard time over-looking how poorly the city council handled the matter; how railroaded we felt by the project: it was going to happen no matter what we said or how outdated the plan had become. And the cost of it came in the form of money, stress, and daily impact for parking anywhere near our own homes.

We support city updating—otherwise we would crumble—but if millions of dollars can be funneled to support a bike lane project that was mishandled, and mis-placed (E. Poplar Ave was NOT the correct street to do it!,) *we have to question all financial requests from the city in the same light.*

I believe the neighborhood of North Central paid dearly in parking, stress, and frustration with the bike lane. Maybe those houses on the hillside that have dug and shifted earth for their homes should handle the burden of financing the storm system more than my neighborhood? The bike lane—which my window overlooks—is BARELY used. BARELY: and not entirely necessary. But storm water systems are necessary for all. I don't feel our neighborhood should have to handle this financial burden when we are already strapped with dealing with the loss of parking as a result of the unused and unnecessary "bike laMe."

While my comments are not likely to change anything at this point of your project, I think it is important to voice my opinion so City can be more mindful of who is shouldering the burdens of projects-- necessary or vain.

Good luck with your measure.
Elena Angeli
[REDACTED]

John Weingand

From: Theresa Loftin
Sent: Monday, August 7, 2023 9:34 AM
To: Jimmy H. Vo
Cc: Matt Fabry
Subject: FW: Stormwater

Forwarding for a response.

From: Martin Thomas [REDACTED]
Sent: Saturday, August 5, 2023 1:37 PM
To: Public Works <publicworks@cityofsanmateo.org>
Subject: Stormwater

Hello,

What is the best way to speak or vote against the propose stormwater fee? There are for more important things and real issues that need to be addressed in my humble opinion.

Is the only option to come to the community meeting or is there a way to vote against it online?

Thanks,

Marty

John Weingand

From: Theresa Loftin
Sent: Monday, August 7, 2023 8:51 AM
To: Jimmy H. Vo
Cc: Matt Fabry
Subject: Proposed Stormwater Fees

Forwarding for a response.

From: Dorothy Miller [REDACTED]
Sent: Sunday, August 6, 2023 11:50 AM
To: Public Works <publicworks@cityofsanmateo.org>
Subject: Proposed Stormwater Fees

To Whom It Concerns:

I've received your notice regarding the proposed stormwater fee rates and would like to know if these fees are in addition to those, I'm already paying under the So Bayfront Levee Assmt. Residents in particular areas of San Mateo were requested to pay for improvements to protect properties against flooding several years ago. We voted and approved this improvement but now, it seems, you are asking us to double pay. At the time this issue came up it was pointed out that all of San Mateo would benefit this improvement at our expense. The city obviously needs to prepare for flood and rising seas, but I feel I've been doing that and another tax on top of what I've been paying is unfair.

Dorothy Miller

[REDACTED]

San Mateo, CA

John Weingand

From: Theresa Loftin
Sent: Monday, August 7, 2023 8:49 AM
To: Jimmy H. Vo
Cc: Matt Fabry
Subject: Community Flood and Storm Protection Fee

From: Kathleen Maher [REDACTED]
Sent: Sunday, August 6, 2023 12:02 PM
To: Public Works <publicworks@cityofsanmateo.org>
Subject: Community Flood and Storm Protection Fee

To Whom it May Concern,

Being in the middle of the inflation we are in now, with the cost of just getting to work and extra work to keep up with all the increases of bills we are all experiencing, you want to charge me more fees????? Amazing how government seems to always have a bottomless check book!

ABSOLUTELY NOT. You folks have a lot of guts.

Kathleen Maher



CITY OF SAN MATEO

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

Agenda Report

Agenda Number: 13

Section Name: OLD BUSINESS

Account Number: 25-3112

File ID: 23-7900

TO: City Council
FROM: Alex Khojikian, City Manager
PREPARED BY: Community Development Department
MEETING DATE: October 16, 2023

SUBJECT:

Draft General Plan 2040 – Circulation; Public Services and Facilities; and Safety Elements

RECOMMENDATION:

Receive an informational overview of the Draft General Plan 2040, take public comments and provide direction on Circulation Element, Public Services and Facilities Element, and Safety Element.

BACKGROUND:

The City's General Plan Update kicked off in Fall 2018 and began with a series of visioning workshops and community meetings. From April 2019 through October 2023, the General Plan team held a series of meetings and events to establish the General Plan study areas; create the range of alternatives; confirm the draft alternatives; and receive feedback and direction on the preferred land use and circulation scenarios as well as on goals and policies from the community and, ultimately, the City Council. More information about the background information, technical reports, and outreach process, including meeting materials and recordings, is available at www.StriveSanMateo.org.

To date, the Strive San Mateo General Plan Update has focused on crafting a shared community vision for what San Mateo can be in the year 2040, selecting the preferred land use and circulation scenarios that will guide the General Plan's Land Use and Circulation Elements, establishing the goals and policies for all of the elements in the General Plan, and compiling all of these efforts into the Draft General Plan 2040 ([Attachment 1](#)). Draft General Plan 2040 was published on July 17, 2023, which started the next phase of community outreach and engagement. Public meetings, workshops, and pop-up events, as well as an online commenting tool, will be happening through October 2023. Draft General Plan 2040, plus numerous supporting resources and tools, are available at www.strivesanmateo.org/draft-general-plan.

Draft General Plan 2040 Process

The Draft General Plan was started with a foundation based on the existing General Plan, but has been updated to reflect the community's current policy priorities, address the key issues the City is facing today, and improve organization and clarity. To reach this milestone, the City of San Mateo has hosted 80+ events, a combination of workshops, staff presentations, and pop-up events, five online activities, 12 General Plan Subcommittee (GPS) meetings, six Planning Commission meetings, and 12 meetings with the City Council from 2018 through 2022.

These events and meetings shaped the development of Draft General Plan 2040 at every step of the project. Draft General Plan 2040 is a culmination of community, General Plan Subcommittee, and Planning Commission feedback and ultimately City Council direction. In addition, the Strive San Mateo General Plan 2040 website included online activities and shared information about upcoming meetings and draft documents throughout the process.

Draft General Plan 2040 Overview

Draft General Plan 2040 is made up of a Vision Statement and Guiding Principles, text describing key issues of community interest, and goals and policies that outline how the City will address those issues, as well as accompanying maps and diagrams. Draft General Plan 2040 addresses all the topics required by State law and has tailored the organization to reflect the local context. It also includes other topics that are not required by State law, but that community members have identified as being fundamental to the quality of life in the city. Once adopted, the optional elements have the same legal status as the mandatory elements. No single element or subject supersedes any other, and all elements must be internally consistent; policies and actions must complement one another across topic areas without conflicting. The elements in the Draft General Plan 2040 include: Land Use; Circulation; Housing (adopted separately); Community Design and Historic Resources; Conservation, Open Space, and Recreation; Public Services and Facilities; Safety; and Noise.

Each element, or chapter, of Draft General Plan 2040 also includes a concise set of background narratives that summarizes current conditions in the city related to the topics in the element. The background information provides context about the issues the City plans to address, explaining why there is policy direction so that the policies and actions can focus on how the City can achieve a desired outcome. The narratives also provide information on other regulations and/or agencies that influence the decisionmaking process. Together, these items paint a picture of the community's future.

The elements in Draft General Plan 2040 address a specific set of topics and include a set of goals, policies and actions that provide a blueprint for how the City will address these issues. These goals, policies, and actions provide guidance to the City on how to direct change and manage resources over the next 20 years.

Draft General Plan 2040 also embodies **three key themes: Sustainability, Environmental Justice, and Community Engagement**. Because these themes are interrelated with all the other elements, they are woven throughout Draft General Plan 2040 rather than being in a stand-alone element. Policies and actions in each element that relate to each of these themes are marked with a corresponding icon.

Community Outreach on Draft General Plan 2040

The community outreach and engagement effort for this phase of the General Plan Update began on July 17, 2023 with the publication of Draft General Plan 2040. The City has been collecting feedback on Draft General Plan 2040 through a series of workshops, meetings, events, and online commenting tools over the past two and a half months. A more detailed report on the community outreach and engagement activities that happened during this phase of the General Plan Update effort will be presented to Council at the October 30, 2023 special meeting.

As of October 9, 2023, over 236 comments were submitted via the online tool, 52 written comments were submitted via email on the Draft General Plan and 24 written comments were received on the Draft EIR. In addition, over 380 members of the public attended the five district town hall meetings, with many verbal and written comments received at each event. Verbal feedback on the General Plan has also been received by staff at various other pop-up events and activities that have occurred over the past three months. Based on the virtual community workshop, online tool, written comments, town hall meetings and other engagement activities, the emerging community feedback themes on the Draft General Plan, specific to the three elements being reviewed at this meeting, are as follows:

Circulation Element

- *Reduce traffic congestion.*
- *Reduce residential speed limits.*
- *Improve pedestrian and bicycle safety and expand infrastructure to support these travel modes.*
- *Ensure new bike lanes do not affect existing parking.*
- *Coordinate with transit providers to ensure efficient and more frequent transit service.*
- *Ensure sufficient parking as the city grows.*
- *Do not classify 5th Ave from S. Delaware to S. Amphlett and 9th Ave from S. Delaware to S. Amphlett as arterials.*

Public Services and Facilities Element

- *More specifically address the topic of seniors and the aging population.*
- *Ensure sufficient infrastructure and public services as the city grows.*

- *Both support and concern for building electrification; concern about the costs associated with these upgrades and requests for more community outreach and input.*
- *Need to regularly maintain the lagoon.*
- *Maintain stormwater infrastructure to prevent flooding.*
- *Ensure access to fresh food and grocery stores especially as local retail is at risk of converting to other uses.*

Safety Element

- *Ensure there is sufficient flood protection infrastructure.*
- *Plan for sea level rise.*
- *Build climate change resilient public facilities.*

General Plan Subcommittee Feedback on Draft General Plan 2040

The GPS met on August 29, 2023, to review and provide feedback on Draft General Plan 2040. At this meeting, the GPS accepted public comments, asked clarifying questions and provided a range of comments and feedback on all of the topics covered in the seven elements. [Attachment 2](#) includes a summary of the GPS comments and feedback. Some of the overarching themes that emerged from the GPS's discussions and comments included:

- *Make it clear how the General Plan will affect the community, perhaps by summarizing the outcomes in an Executive Summary at the start of each element.*
- *Add actions to enhance placemaking in San Mateo to ensure the charm and identity of the city is maintained as the city grows.*
- *Support local businesses and highlight the positive impacts local business has on the community.*
- *Add policies and actions to support seniors and aging and policies and actions to support seniors as a growing proportion of the population.*
- *Outside of the General Plan, examine fees and policies that could be an obstacle to housing production and update City policies that may impede housing development.*

Planning Commission Feedback on Draft General Plan 2040

The Planning Commission held a public meeting on September 26, 2023, to review and provide input on the Draft General Plan. At this meeting, the Commission accepted public comments, asked clarifying questions, and provided a range of comments and feedback on all of the topics covered in the seven elements. With regards to the three elements being reviewed at this meeting, the Commission had the following comments and feedback:

Circulation Element

- *Prioritize implementation of the Capital Improvement Plan (CIP) projects that align with the State Climate Action Plan for Transportation Infrastructure and other climate goals.*
- *Establish a realistic, but ambitious timeframe to fully complete all infrastructure projects outlined in the CIP.*
- *Add mention of paratransit systems.*
- *Explore incentives for projects that voluntarily provide parking within ½ mile of transit.*

Public Services and Facilities Element

- *Expand access to public restrooms.*
- *Provide for the equitable distribution of public services and facilities throughout the city.*

Safety Element

- *Support for OneShoreline sea level rise overlay zone mapping.*
- *Prioritize establishing microgrids in equity priority communities.*

For the Planning Commission recommendations that align with GPS and community input, as well as past Council direction, staff has added them to the recommended revisions in Attachments 4-6. For the other recommendations, staff would look to Council for direction before including them as revisions to the General Plan.

DISCUSSION:

Staff is seeking direction from the Council on what updates and revisions should be made to Draft General Plan 2040 before the final version is published. Based on the community input received, along with feedback from the GPS and Planning Commission, staff developed a list of recommended revisions for each Element. Does the Council support these recommended revisions? Are there any other changes or updates that should be made to the Draft General Plan?

Circulation Element

This Element sets the policy framework for attaining a future multimodal transportation system that meets the community's needs, is sustainable, advances environmental justice, and improves the community's welfare. This element promotes a circulation system that serves the land use plan in the Land Use Element and is designed for all users and all modes of transportation, welcomes innovation, and addresses the challenges of roadway improvements and parking.

This element includes goals, policies, and actions focused on improving and expanding the multimodal transportation network, promoting transportation demand management to reduce greenhouse gas emissions and vehicle trips, expanding and improving the safety of the pedestrian, bicycle and micromobility network, making transit a viable transportation option for the community, maintaining a roadway network that operates efficiently as the city continues to grow, providing for efficient parking and curbside management, and utilizing emerging transportation technologies to expand transportation options.

Based on the community input received, along with input from the GPS and Planning Commission, staff prepared a list of recommended revisions for Council consideration ([Attachment 3](#)). Highlights of these recommendations include adding language to signal improving transportation safety is a cornerstone principle of this Element, adding an action to update Figure C-3 Street Classifications to reflect the outcomes of the Complete Street Plan, improving the clarity and intent of various policy and action texts, and incorporating recommendations from SamTrans.

Public Services and Facilities Element

The Public Services and Facilities Element is not one of the required elements for a General Plan. However, the City understands the importance of public services and facilities, and this Element provides the policy framework to maintain and enhance community safety services, water supply, wastewater, flood control, energy infrastructure, solid waste reduction and public facilities such as City Hall, the libraries, and community centers. This element also supports school services, the provision of child care, access to health care and social services and supporting senior citizens and the aging population.

Based on the community input received, along with input from the GPS and Planning Commission, staff prepared a list of recommended revisions for Council consideration ([Attachment 4](#)). Highlights of these recommendations include updating the stormwater policies to improve connections to flood prevention and enhanced water quality, adding a policy to continue maintenance of the Marina Lagoon to improve flood control infrastructure, improving and expanding child care policies, and adding a new goal and policies and actions to support seniors and aging adults.

Safety Element

The Safety Element establishes the policy framework to reduce exposure to potential natural and human-caused hazards that could affect the City of San Mateo's residents, businesses, visitors, environment, and services. San Mateo is at risk from several natural and human-caused hazards such as geologic and seismic hazards, flooding, sea level rise, wildfires, and potential exposure to hazardous materials. Climate change is likely to make many of these hazards more damaging for people, buildings and structures, ecosystems, and other important community assets.

Based on the community input received, along with input from the GPS and Planning Commission, staff prepared a list of recommended revisions for Council consideration ([Attachment 5](#)). Highlights of these recommendations include combining the flood hazard and sea level rise adaptation policies and actions to signal the interconnections between these topics.

NEXT STEPS:

Following the October 16, 2023, City Council Meeting, the next steps to finalize the Draft General Plan 2040 include:

- Hold the final public meeting on Draft General Plan 2040 before the City Council scheduled **October 30, 2023 (Land Use)** to review the input from the community, GPS, Planning Commission, and provide direction on the remaining Draft General Plan 2040 Element.
- Prepare written responses to all comments received on the Draft EIR which will be compiled in the Final EIR (target to publish is **January 2024**).
- Document revisions to General Plan 2040 per Council direction (target to publish is **January 2024**).
- Hold two Planning Commission hearings to provide recommendations to the City Council on General Plan 2040, CAP 2023 Technical Update, and the Final EIR (anticipated in **February 2024**).
- Hold City Council hearings to consider adoption of General Plan 2040 and the CAP 2023 Technical Update and certification of the EIR (anticipated in **March 2024**).

ENVIRONMENTAL DETERMINATION:

In accordance with Public Resources Code section 21065, the City Council's direction on Draft General Plan 2040 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. The Draft Environmental Impact Report (DEIR) for the General Plan Update was published on August 11, 2023. The DEIR 45-day public comment started on August 11, 2023 and ended on September 25, 2023. A Final EIR will be prepared and presented to the City Council for certification prior to any formal decisions on General Plan 2040.

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Draft General Plan 2040

Att 2 – Summary of General Plan Subcommittee Feedback on Draft General Plan 2040

Att 3 – Circulation Element – Recommended Revisions

Att 4 – Public Services and Facilities Element – Recommended Revisions

Att 5 – Safety Element – Recommended Revisions

Att 6 – Public Comment

STAFF CONTACT

City of San Mateo

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PlaceWorks

Joanna Jansen, AICP, LEED AP, Principal



Strive San Mateo

General Plan 2040

Draft | July 2023





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VISION AND VALUES





VISION AND VALUES

The Strive San Mateo General Plan 2040 Vision and Values expresses the community's aspirations for San Mateo for the next 20 years. Developed through a community visioning process, the Vision describes the future of San Mateo as the community would like it to be in 2040 and sets the tone for the entire document. The Values provide direction for decision making as the General Plan is implemented over time and are meant to remind local leaders and City of San Mateo staff of the community's most important ideals. The Vision and Values informed the development of the General Plan goals, policies, and actions. All policies and actions are intended to support the implementation of the Vision and Values.

VISION

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.

VALUES

Diversity

We embrace diversity and respect the experiences, contributions, and aspirations of people of all ages, abilities, incomes, and backgrounds. We celebrate arts and culture.



Balance

We seek to balance well-designed development and thoughtful preservation with a full spectrum of choices for housing and effective transportation.



Inclusivity

We strive to include everyone in community life and decisions for a shared, sustainable future.



Prosperity

We cultivate a diverse and thriving economy with different types of homes, jobs, recreation, lifelong learning opportunities, and services for both current and future generations.



Resiliency

We are leaders in sustainability, making San Mateo strong and resilient by acting boldly to adapt to a changing world.



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CHAPTER 1

Introduction





INTRODUCTION

WHAT IS A GENERAL PLAN?

The Strive San Mateo General Plan 2040 is the City's primary tool to guide physical changes in the city. It lays out the community's vision for how San Mateo will look, feel, and change over the next 20 years. The Strive San Mateo General Plan 2040 covers many important topics, including where housing and businesses get built; how people travel around the city; and how to adapt to a changing climate, protect the natural environment, and provide parks and community services. This General Plan also expresses the City's commitment to environmental justice, community engagement, and sustainability.

Every municipality in California is required by State law to adopt and periodically update a general plan that provides a comprehensive, long-range statement of the jurisdiction's land use policies for the coming decades. It must respond to existing conditions on the ground today and anticipate broad, emerging trends that will shape the San Mateo of tomorrow. State law requires that general plans must address many different topics that affect our daily lives, such as housing, land use, transportation, climate change, natural resources, community health and safety, and public services and amenities.

Together with the City's Zoning Code and other related sections of the Municipal Code, the Strive San Mateo General Plan 2040 will serve as the basis for planning and policy-related decisions made by City staff, the City Council, the Planning Commission, and other City boards and commissions. Strive San Mateo General Plan 2040 is also an important reference document for residents and those seeking to develop property in the city since it relays the City's vision for the future of San Mateo.

WHO MADE THE GENERAL PLAN?

The process to update the 2030 General Plan kicked off in May 2018. At the outset of the project, the City Council appointed a seven-member General Plan Subcommittee (GPS) that was charged with providing feedback and encouraging community participation throughout the Strive San Mateo General Plan 2040 process. The GPS included two City Councilmembers, two Planning Commissioners, and three representatives from other City commissions and the San Mateo-Foster City School District.

Community engagement and feedback was the foundation for each decision point of the Strive San Mateo General Plan 2040 process. Public outreach began in fall 2018 with a series of visioning workshops and community meetings. Over the next four years, the City received input from over 4,000 people or organizations. Outreach activities included:

- Hosting over 20 community meetings, workshops, and open houses virtually and across the city.
- Staffing booths at 20 different community events, such as September Nights on B Street, Movies in the Park, and the Día de los Muertos event at the Martin Luther King Jr. Community Center.
- Offering five online surveys and mapping activities to encourage remote participation.
- Making presentations to numerous community organizations, including neighborhood groups, business associations and major property owners, and local nonprofit groups.

- Holding pop-ups at local businesses, churches, parent group meetings, food distribution centers, bus stops, and various community events.
- Holding over 30 public meetings with the City Council, Planning Commission, and General Plan Subcommittee.

In addition, the Strive San Mateo General Plan 2040 website included online activities and shared information about upcoming meetings and draft documents throughout the process. The online activities allowed community members to provide input without having to attend events in person, which was especially important during the COVID-19 pandemic that limited public gatherings for much of 2020 and into 2021.

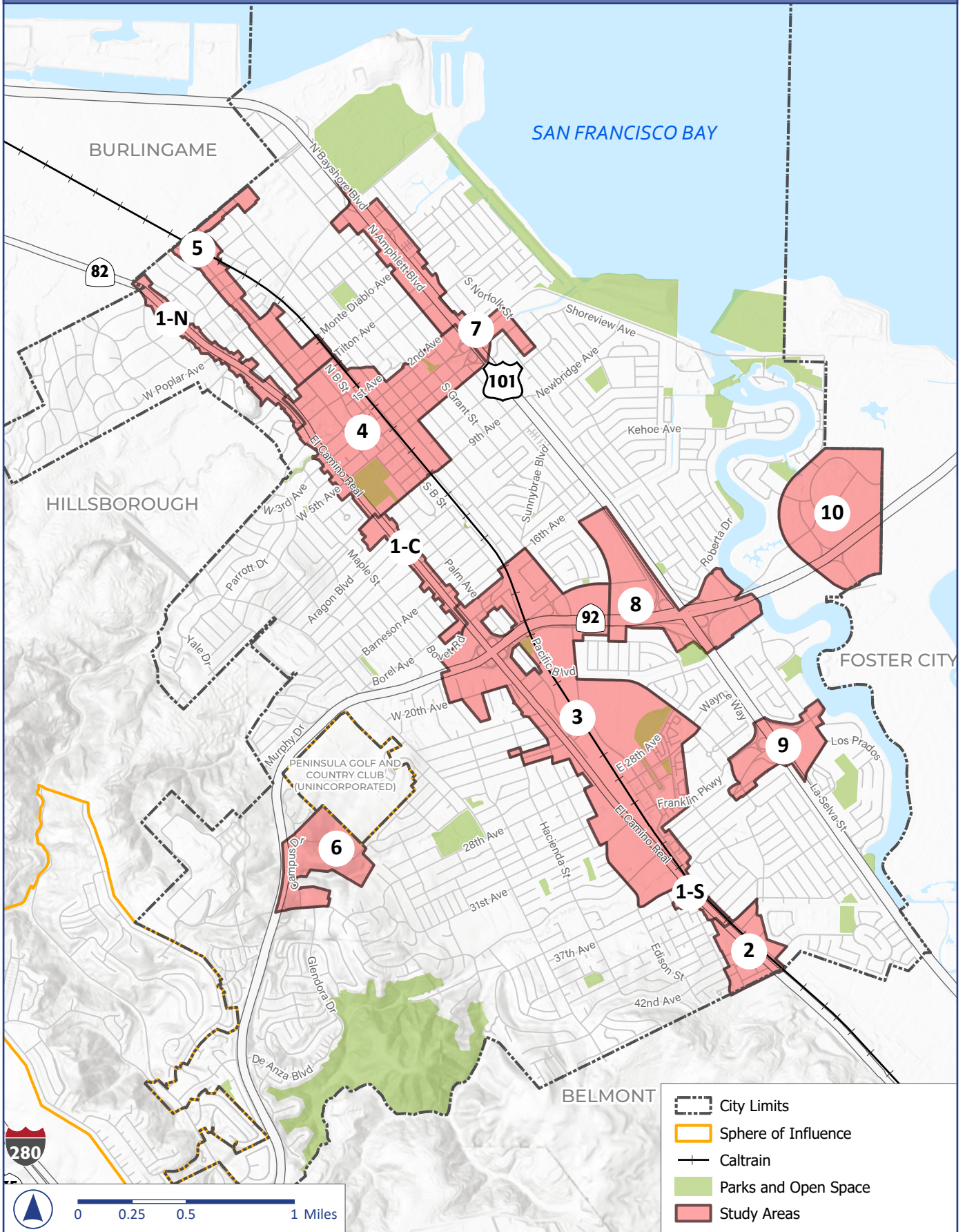
Throughout the Strive San Mateo General Plan 2040 process, the City Council emphasized inclusive outreach to ensure engagement from non-English speakers, renters, residents under the age of 44, low-income households, and underrepresented areas, including the North Shoreview, Shoreview, and North Central neighborhoods, and areas east of US Highway 101. City staff held pop-up events and workshops in the underrepresented neighborhoods and saw an increase in participation from these targeted groups over the course of the process.

Establishing the community's vision and values for San Mateo in 2040 was a first major step of the Strive San Mateo General Plan 2040 preparation process. Between September 2018 and April 2019, hundreds of San Mateo residents provided input on the vision and values for 2040. The City Council finalized the vision statement included as a preamble to this General Plan. The final vision and values statement will guide the implementation of this General Plan over the next 20 years.

Following the visioning phase, the City held community workshops, meetings, and online activities, to identify areas of the city that have the greatest potential to support growth and change over the next 20 years. Ten areas were identified as part of this process, as shown in Figure I-1, and they included the El Camino Real corridor, areas around the three Caltrain stations, and aging and underutilized shopping centers that have potential to transition to other uses. Although the 10 areas reflect the locations where the City anticipates most growth to occur, the Strive San Mateo General Plan 2040 will allow for continued growth outside of these areas based on existing densities, regulations, and State law. The City published an Alternatives Evaluation that analyzed land use and transportation alternatives for these 10 areas in January 2022. After receiving input from the community, General Plan Subcommittee, and Planning Commission, the City Council selected the preferred land use and transportation scenarios in spring 2022.



Figure I-1 Strive San Mateo General Plan 2040 Study Areas



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

Note: This map is included for informational purposes and is not adopted as part of this General Plan.



After the alternatives process, the City prepared draft goals, policies, and actions for each Strive San Mateo General Plan 2040 Element. The goals and policies are based on a combination of guidance from the existing General Plan, input from community members and decision makers throughout the process, State and local laws, and best practices in the planning profession. The community, General Plan Subcommittee, Planning Commission, and City Council reviewed the draft policies and actions in a series of public meetings in summer and fall 2022. In addition, the community provided input on the draft policies and actions through an online survey that was active for over two months.

The Strive San Mateo General Plan 2040 team incorporated City Council direction into the draft goals, policies, and actions, and prepared the Draft Strive San Mateo General Plan 2040 for community, General Plan Subcommittee, Planning Commission, and City Council review.

BIG IDEAS IN STRIVE SAN MATEO'S GENERAL PLAN 2040

The Strive San Mateo General Plan 2040 includes the following big ideas that will guide the next 20 years of San Mateo.



Balance Growth and Change.

Strive San Mateo General Plan 2040 sets the stage for higher density residential and mixed-use development close to transit and jobs while maintaining existing development patterns in lower density neighborhoods. Allowing a range of housing densities encourages a broad variety of housing types and sizes that fit many different needs, and building new homes near Caltrain and high frequency bus routes helps reduce vehicle miles traveled and greenhouse gas (GHG) emissions.



Enhance San Mateo's Neighborhood Fabric and Quality of Life.

Strive San Mateo General Plan 2040 promotes context sensitive single-family design, supports neighborhood shopping areas, improves neighborhood walkability and traffic congestion, protects homes, schools, and libraries from excessive noise levels, and provides for a comprehensive network of parks and recreational facilities for all to enjoy.



Preserve Nature as the Foundation of the City.

Strive San Mateo General Plan 2040 honors San Mateo's natural setting as an irreplaceable asset that is the physical foundation of the community by protecting open space and natural habitat, planting trees, maintaining the City's urban forest, investing in natural infrastructure, preserving natural views and expanding access to parks and open space.



Encourage All Ways to Travel Around the City.

Strive San Mateo General Plan 2040 supports a multimodal transportation system implemented using a complete streets approach that emphasizes safety and access for walking, bicycling, transit, and driving. By prioritizing mobility options and connectivity for all modes, the General Plan works toward reducing congestion on local streets, vehicle miles traveled and greenhouse gas GHG emissions.



Support the Local Economy.

Strive San Mateo General Plan 2040 focuses on ways to keep jobs and dollars in San Mateo by supporting local shops, businesses, and services. It encourages new businesses that residents need and enjoy, such as restaurants, daycares, medical clinics, gyms, pharmacies, and grocery stores, in convenient locations throughout the community.



Address Historic Preservation Holistically.

Strive San Mateo General Plan 2040 provides a comprehensive blueprint for historic preservation, starting with a citywide historic context statement and Historic Preservation Ordinance update, followed by updates to the historic resources inventory to identify architecturally, culturally, and historically significant buildings, structures, sites, and districts. These efforts will be based on community input and best practices from State and federal agencies, to find the right balance between preservation and other important priorities such as providing new homes.



Initiate a Comprehensive Sea Level Rise Strategy.

Strive San Mateo General Plan 2040 prioritizes development of a climate change adaptation plan that addresses all ongoing efforts, including the work of regional agencies, local jurisdictions, and private property owners, to establish a comprehensive strategy for resiliency and adaptation against sea level rise and flooding.



Strengthen Community Outreach.

Strive San Mateo General Plan 2040 prioritizes extensive community engagement and affirms culturally sensitive outreach methods that encourage early communication and broad representation, such as offering information and materials in the predominant language spoken in the community and scheduling meetings at convenient times and locations for community members.



Focus on Equity and Health for all Residents.

Strive San Mateo General Plan 2040 directs City investment to public improvements that address health and infrastructure disparities in equity priority communities, including the North Central and North Shoreview neighborhoods. City investments will also support active and healthy lifestyles, reducing health disparities around the city, improving access to fresh and health foods, making parks and open space equitably accessible for all residents, and making streets safer and more beautiful.



Improve Community Safety Planning and Awareness.

Strive San Mateo General Plan 2040 establishes clear actions to protect the community from flooding, wildfires and earthquakes by reinforcing the City's emergency readiness and response capabilities, increasing power system resilience, maintaining a state-of-the-art emergency notification system, providing community training programs, and planning ahead for disaster recovery.



SAN MATEO'S PLANNING CONTEXT

Setting

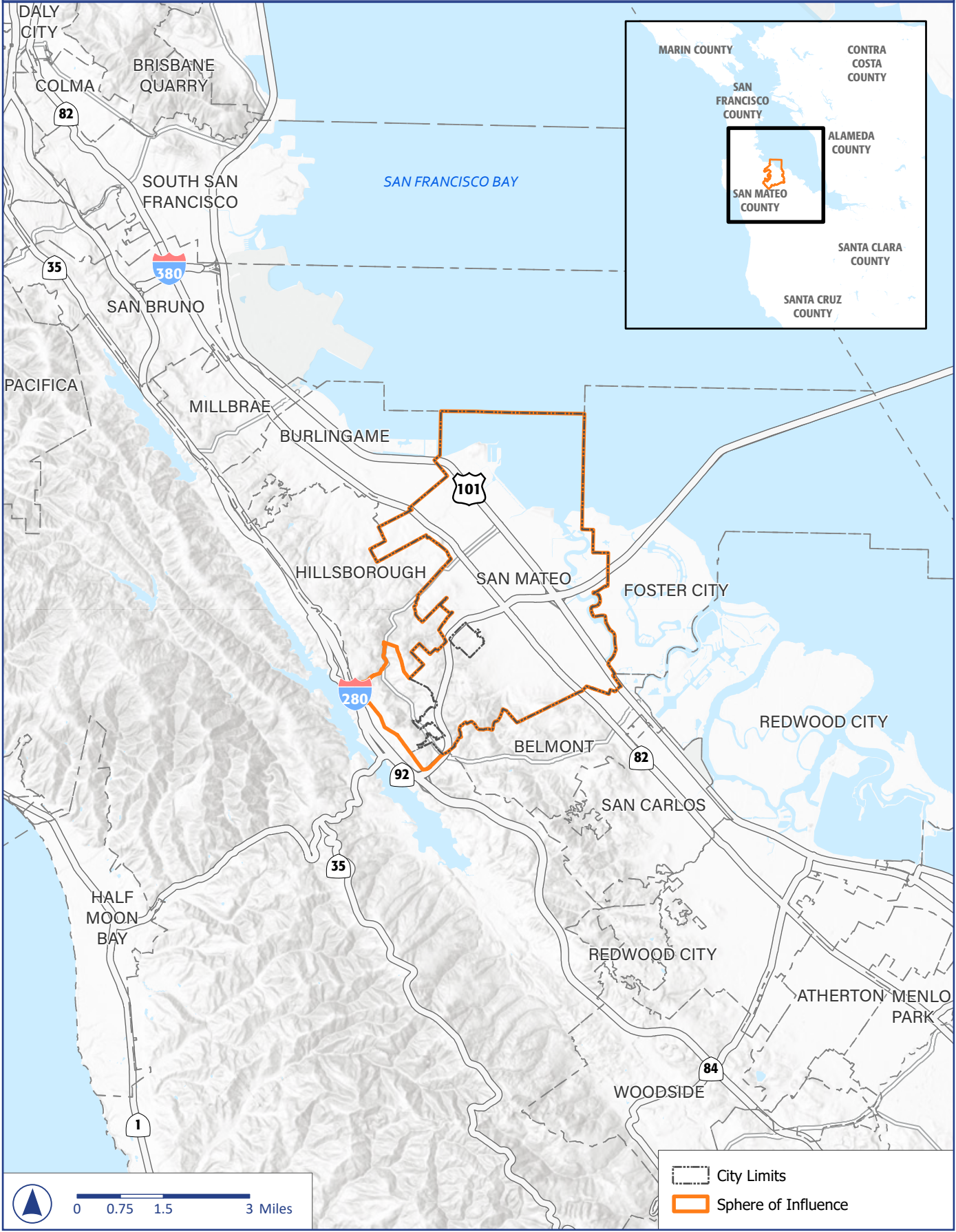
San Mateo is in the center of the Peninsula, between the bay and foothills, as shown on Figure I-2. It has the largest population in San Mateo County. San Mateo's vibrant and historic downtown, desirable neighborhoods, diversity of employment options, and high-quality public services make it a popular place to live and work. The city's three Caltrain stations, extensive bicycle and pedestrian network, SamTrans bus service, and well-maintained local roadways make it easy to travel to destinations in the city, along the Peninsula, and beyond.

As shown on Figure I-3, residential uses account for the largest amount of land in the city. San Mateo also has a wide range of uses, including offices; commercial uses, such as shops and restaurants; and high-tech and light-industrial areas. Parks, open space, and private recreation make up most of the remaining land in the city, along with public facilities and quasi-public uses. There is only a small amount of vacant land in the city. Major new development in San Mateo is primarily concentrated around the three Caltrain stations (in the Downtown, Hayward Park, and Hillsdale areas) and along El Camino Real. Given San Mateo's central location on the Peninsula, the city functions as a crossroads for regional travel routes. The San Mateo-Hayward Bridge links San Mateo and other Peninsula communities to the East Bay. US Highway 101, State Route (SR-) 92, and El Camino Real (SR-82) all pass through San Mateo, and Interstate 280 passes just west of the City Limits. Traffic congestion from these regional roadways regularly spills over to local city streets.

Community Profile

At the time of the creation of the Strive San Mateo General Plan 2040, the population in San Mateo was about 102,200 people from a diverse range of racial and ethnic backgrounds, as shown in Table I-1. The working-age population cohort, those aged 20 to 64, represented the largest population segment in the city. About half of San Mateo residents aged 25 years or older hold at least a bachelor's degree, as compared to about a third of California residents. The relatively high level of educational achievement among city residents meant that many were qualified for technology and innovation economy job opportunities. As a result of their high educational attainment and employability in high-income, high-growth fields, many residents' average earnings were also relatively high compared with the region and state medians.

Figure I-2 Regional Context



Source: ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.



However, there are also many members of the San Mateo community who aren't reflected in these average statistics. Vulnerable populations in San Mateo include children, seniors living alone, families living in overcrowded households, unhoused people, low-income households and households in poverty, people with disabilities, non-English speakers, and people without a car. Strive San Mateo General Plan 2040 includes policies and actions aimed at improving the quality of life for all of the people that live in San Mateo, including vulnerable populations.

Figure I-3 Proportions of Existing Land Use in San Mateo

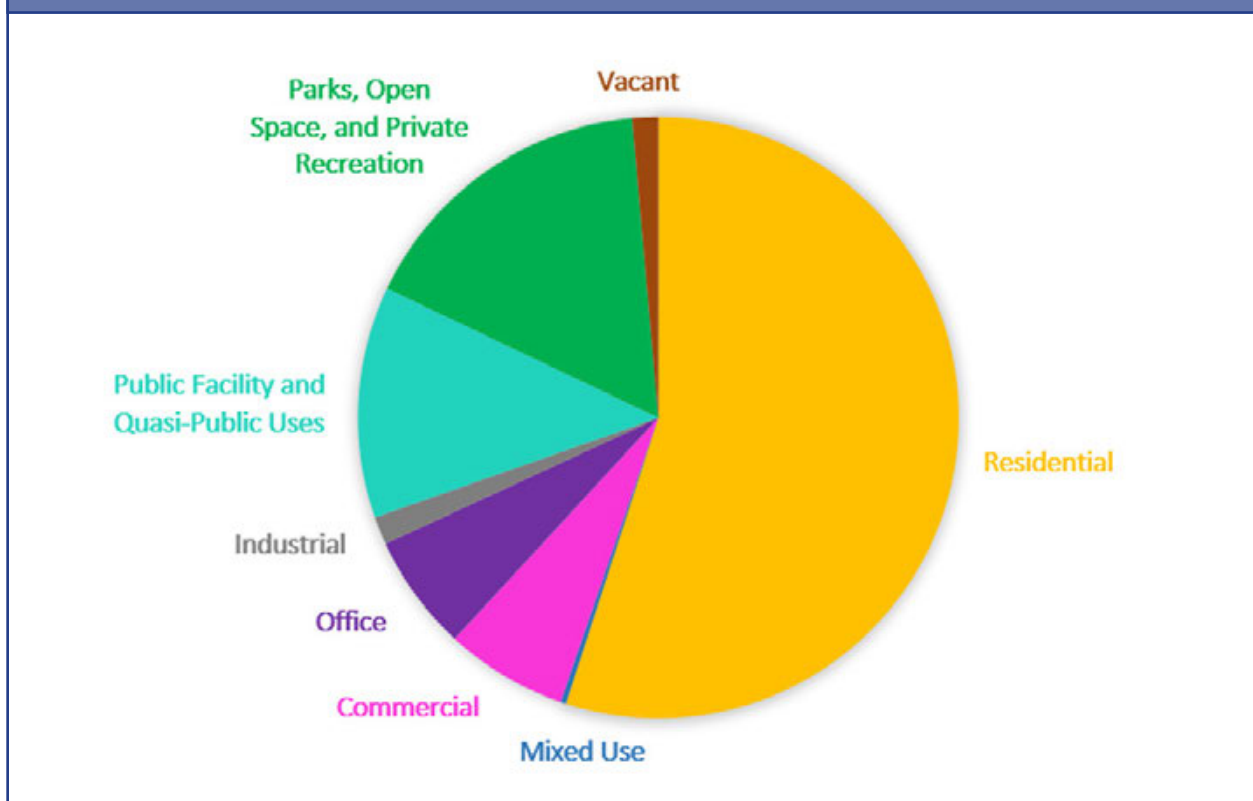


Table I-1 Race and Hispanic Origin	
White alone	48.6%
Black or African American alone ^a	1.9%
American Indian and Alaska Native alone ^a	0.8%
Asian alone ^a	25.5%
Native Hawaiian and Other Pacific Islander alone ^a	1.8%
Two or More Races	9.2%
Hispanic or Latino ^b	24.1%
White alone, not Hispanic or Latino	40.9%

^a Includes persons reporting only one race

^b People of Hispanic or Latino origin may be of any race, so also are included in applicable race categories

Source: US Census Bureau, 2021 American Community Survey (ACS), 5-year estimates. <https://www.census.gov/quickfacts/sanmateocitycalifornia>

ECONOMIC PROFILE

San Mateo's economy has been strongly influenced by the strength of Silicon Valley technology companies and the city's prime geographic location. Many of the major employers in San Mateo are public agencies, such as the County Medical Center, County Environmental Health Services, local public schools and college districts, County Behavioral Health, and the City of San Mateo. The largest employers in the private sector include the entertainment and electronics conglomerate Sony, Franklin Templeton Investors, and the internet services company Rakuten.

San Mateo will continue to be attractive to office and other commercial development because of its unique location between the technology industry in San Mateo and Santa Clara Counties and downtown San Francisco, proximity to San Francisco Airport, accessibility to the East Bay via the San Mateo-Hayward Bridge, and the capacity of Caltrain and regional freeways to accommodate additional growth.

Jobs-housing balance is a measure that can help inform how well the local economy provides jobs for the local labor force. An adequate balance of jobs and housing can benefit the city's economy, environment, and quality of life for residents. Although this topic is often described as "jobs-housing" balance, comparing the number of jobs to the number of residents is a more direct comparison of individuals, rather than comparing people to homes. While the City cannot control whether jobs within San Mateo are filled by residents, striving for a balanced jobs-to-employed residents ratio increases the opportunity for employed residents to find a job in San Mateo. When the number of employed residents is significantly higher or lower than the number of jobs in the city, it can lead to increased traffic congestion as workers commute either in or out, which in turn creates increased air pollution, noise, and GHG emissions.

Theoretically, an ideal jobs-to-employed residents ratio for a city like San Mateo would be 1.0, which would indicate that there is a job in the community for every employed resident. It should be noted that the ratio of jobs to employed residents indicates a numerical match, not a qualitative match in job type vs. resident skills and abilities. Even with an ideal jobs-to-employed residents ratio of 1.0, many residents will continue to commute outside of San Mateo while workers that do not reside in San Mateo will continue to commute in. Nevertheless, the Strive San Mateo General Plan 2040 is an opportunity for the City to enact policies that help to balance the amount and type of new jobs and new housing in the community and to maintain a balance between employment income levels and housing costs within the city, striving for a goal of one job for each employed resident.





FUTURE GROWTH AND PROJECTED TRENDS

The City of San Mateo can reasonably assume the city will continue to grow, and that there will be a need to designate land for a range of uses to accommodate that growth. Strive San Mateo General Plan 2040 sets the foundation for future growth that is logical, orderly, and achieves the community’s vision of San Mateo as a place that is vibrant, livable, diverse, and healthy.

Although San Mateo is largely “built out,” California law requires cities to plan for housing to accommodate a range of households and income levels. The Association of Bay Area Governments (ABAG) – the regional planning agency for the Bay Area – assigns a State-mandated Regional Housing Needs Allocation (RHNA) to each jurisdiction. The RHNA is the number of new housing units the City needs to accommodate for every eight-year Housing Element cycle. Every jurisdiction, including San Mateo, must show how it can accommodate its RHNA in the Housing Element by designating and zoning land for new homes. Although the RHNA is not a direct requirement to build units, the State has stringent requirements on cities to ensure they are doing everything possible for housing to be built and to remove common barriers to housing construction. The legal consequences of not allowing for new housing development can be severe. Strive San Mateo General Plan 2040 will cover three Housing Element cycles: the 6th (January 2023 to January 2031), 7th (January 2031 to January 2039), and part of the 8th (January 2039 to January 2047). Although the scale of future RHNA is unknown, the Strive San Mateo General Plan 2040 Land Use Map was designed to anticipate sufficient housing capacity for the Housing Element cycles between now and 2040.

Strive San Mateo General Plan 2040 was prepared as the City, nation, and world continued to address the COVID-19 pandemic, an unprecedented public health crisis. Research for this General Plan was completed as the Bay Area, generally, appeared to be emerging from the worst of it. The COVID-19 pandemic accelerated trends relating to the demand for office and commercial uses (e.g., gig economy, remote work, online shopping). During this time, some companies shifted towards open floor plans, shared workstations, and flexible work hours/locations. While the economic implications and future trends resulting from the pandemic may still not be fully known, it is anticipated that the demand for technology and innovation economy jobs will continue to grow through the year 2040 in San Mateo and the broader Peninsula region.

In the coming years, it is also anticipated that the sharing and electrification of vehicles will continue to increase. How people travel could also continue to change as mobile phone technologies and private transportation services expand, which may result in less need for parking in San Mateo. The COVID-19 pandemic that began in 2020 initiated a significant trend of remote work for office workers and corresponding changes in commutes and office space demand; however, there will continue to be a need for office space as employers and workers see value in face-to-face work. In addition, other types of work, such as medical treatment or research and development in a lab environment, cannot feasibly happen from home. Many people will want to live in areas that are close to their jobs and have multiple transportation options. Strive San Mateo General Plan 2040 was prepared with consideration of these projected trends.

USER'S GUIDE

Strive San Mateo General Plan 2040 is for all members of the community and anyone interested in the future of the city. It was crafted with a constant eye toward keeping it useful, clear, and easy to understand. The following section provides an overview of the elements; describes the planning context for San Mateo; explains what a goal, policy, and action is in the context of the General Plan; and defines major themes integrated throughout the General Plan.

Overview of the Elements

State law requires that general plans contain eight mandatory sections, or “elements.” The State provides considerable flexibility in how these elements are organized. Table I-2 shows the State-mandated elements and their counterparts in the Strive San Mateo General Plan 2040. This General Plan addresses all the topics required by State law but has tailored the organization to reflect the local context. It also includes other topics that are not required by State law, but that community members have identified as being fundamental to the quality of life in the city. Once adopted, the optional elements have the same legal status as the mandatory elements. No single element or subject supersedes any other, and all elements must be internally consistent; policies and actions must complement one another across topic areas without conflicting.

Table I-2 State-Mandated and Strive San Mateo General Plan 2040 Elements	
State-Mandated Element	Strive San Mateo General Plan 2040 Element
Land Use	Land Use Element
Circulation	Circulation Element
Housing	Housing Element (adopted separately)
Open Space	Conservation, Open Space, and Recreation Element
Conservation	
Safety	Safety Element
Noise	Noise Element
Environmental Justice	Land Use Element Also incorporated in other elements
Optional Elements	
	Public Services and Facilities Element
	Community Design and Historic Resources Element

A brief description of each General Plan element is provided below:

- The **Land Use Element** provides guidance for the future use and development of land, and also addresses environmental justice issues, community engagement, climate change and sustainability, regional cooperation, economic development, and development review.
- The **Circulation Element** provides guidance to help design a sustainable and comprehensive transportation system that is safe and accessible for all users and modes of travel.
- The **Housing Element** provides policies and programs to ensure that San Mateo can accommodate housing for all members of the community at all income levels.
- The **Community Design and Historic Resources Element** guides the development and physical form of San Mateo from the individual neighborhood scale to the overall cityscape and includes actions to support preservation of the City’s historic resources.
- The **Conservation, Open Space, and Recreation Element** provides guidance for the development, management, and preservation of San Mateo’s natural, cultural, and recreational resources.
- The **Public Services and Facilities Element** addresses public facility and infrastructure needs, such as community safety, water supply, sewer and storm drainage, energy supply, childcare and schools, healthcare and social services, and solid waste.
- The **Safety Element** provides guidance to help protect the community and mitigate potential impacts from natural and human-caused hazards, such as flooding, sea level rise, wildfires, seismic and geotechnical hazards, and hazardous materials. This element also covers emergency preparedness.
- The **Noise Element** provides guidance to protect the community from excessive noise exposure.

The General Plan includes a **Glossary** to aid in understanding technical terminology used in the document.

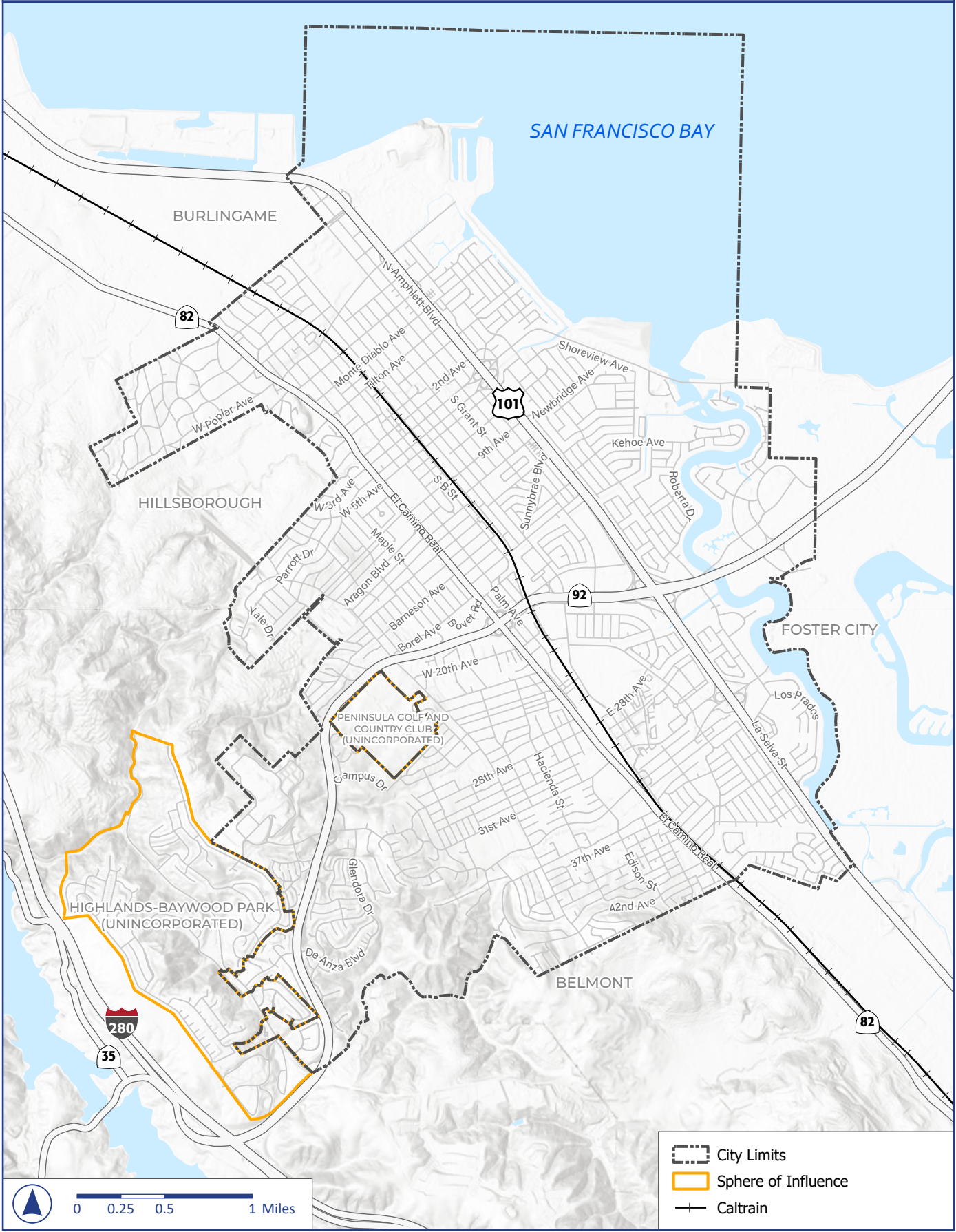
Planning Boundaries

The Strive San Mateo General Plan 2040 considers land within the City Limits as well as surrounding land the City may annex in the future, known as the Sphere of Influence (SOI). Determined in conjunction with the San Mateo County Local Agency Formation Commission (LAFCO), the SOI is the area that could be provided with City services in the future and can therefore be considered as a potential future boundary of San Mateo. The City Limits boundary encompasses the land over which the City of San Mateo has jurisdictional authority. Together, the City Limits and the SOI shown in Figure I-4 comprise the Planning Area for San Mateo.

Goals, Policies, and Actions

Strive San Mateo General Plan 2040 is built around a series of goals, policies, and actions that describe what needs to be done to achieve the community’s vision for the future. Goals are end-statements; they describe what the community wants to accomplish to resolve a particular issue or problem. Policies and actions guide day-to-day decision making so that there will be continuing progress toward the attainment of goals. Many goals will be implemented by both policies and actions.

Figure I-4 San Mateo Planning Area



The State Law Defines Environmental Justice as:

The fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.
(Government Code Section 65040.12(e)(1)).



The goal, policy, and action terms are defined as follows.

- **Goal:** A description of the general desired result that the City seeks to create through the implementation of the General Plan. Each goal has one or more policies and/or actions associated with the goal.
- **Policy:** A specific statement that regulates activities in the city, guides decision making, and directs ongoing efforts as the City works to achieve a goal. General Plan policies establish standards that will be used by City staff, Planning Commission, and City Council when prioritizing initiatives and expenditures, reviewing and approving new development, and in related City decision making.
- **Action:** A measure, procedure, or technique intended to help reach a specified goal or implement one or more policies. The actions in the General Plan will serve as a to-do list for City staff and officials to implement the goals and policies of the General Plan.

The placement of a goal, policy, or action in a specific element does not limit its scope to only that element topic. For example, a policy in the Circulation Element can apply to topics beyond the realm of transportation. Similarly, there is not a one-to-one correspondence between policies and actions. An individual action can implement more than one policy and can contribute to achieving multiple goals across different elements.

The graphic later in this chapter explains the goals, policies, and actions numbering in the General Plan.

Equity Priority Communities

Throughout California, low-income communities and communities of color have experienced a combination of historic discrimination, negligence, and political and economic disempowerment, with the result that today, they are struggling with both a disproportionate burden of pollution and health impacts, as well as disproportionate social and economic disadvantages, such as poverty or housing instability. Environmental justice is the idea that planning and environmental policies should treat people of all races, cultures, and incomes fairly and equitably. Senate Bill (SB) 1000, the Planning for Healthy Communities Act, requires that General Plans address environmental justice for communities disproportionately burdened by pollution within San Mateo.

Identifying Equity Priority Communities

Figure I-5 shows the communities in San Mateo that are disproportionately burdened by environmental pollution: North Central and North Shoreview/Shoreview. These areas are called “Equity Priority Communities” throughout this General Plan. This area was mapped using local knowledge and California Communities Environmental Health Screening Tool (CalEnviroScreen), a tool

Sustainability, Environmental Justice, and Community Engagement

Strive San Mateo General Plan 2040 goes beyond the minimum State requirements and embodies three key themes: sustainability, environmental justice, and community engagement. These themes are interrelated and woven throughout Strive San Mateo General Plan 2040. Policies and actions in each element that relate to each of these themes are marked with a corresponding icon, as shown below.

The specific themes of Strive San Mateo General Plan 2040 include:



Sustainability. Sustainability means ensuring that San Mateo can meet its current needs and leave viable resources for future generations. The sustainability policies and actions aim to improve resiliency, especially to the impacts of climate change, and to protect the environment, reduce pollution, water and energy use, and enhance overall quality of life. Strive San Mateo General Plan 2040 also emphasizes sustainable modes of transportation to help lower pollution and GHG emissions, such as walking, bicycling, and taking transit.



Environmental Justice. Environmental justice policies and actions intend to reduce the unique or compounded health risks in the neighborhoods in the city that experience the highest levels of pollution and negative health outcomes, such as asthma and low birth weight babies, as well as the greatest social and economic disadvantages, such as poverty and housing instability. Strive San Mateo General Plan 2040 uses the term equity priority community for these neighborhoods and focuses on improving environmental justice and public health for the people who live in these communities by promoting meaningful community engagement and prioritizing improvements that address their needs.



Community Engagement. Providing support for increased community participation in the planning and development processes is another important theme of Strive San Mateo General Plan 2040. Residents in San Mateo may face barriers when participating in the community engagement process. Strive San Mateo General Plan 2040 aims to engage all residents and stakeholders on all matters of development, growth, and public policy in ways that are inclusive, equitable, and give everyone an opportunity to participate in the process.

developed by the State Office of Environmental Health Hazard Assessment on behalf of the California Environmental Protection Agency. CalEnviroScreen measures pollution and population characteristics using 21 indicators, such as air quality, hazardous waste sites, asthma rates, and poverty. It applies a formula to each Census tract in the state to generate a score that ranks the level of cumulative impacts in each area relative to the rest of the Census tracts in the state. A Census tract with a higher score is one that experiences higher pollution burdens and social or health vulnerabilities than Census tracts with lower scores. In addition to using CalEnviroScreen as a tool for identifying equity priority communities, SB 1000 encourages local agencies to work with community members and stakeholders to consider the available data from other sources, including the lived experience of community members, to refine the boundaries of equity priority communities and identify additional communities, if appropriate, to support planning efforts to improve environmental justice.

Using local knowledge and CalEnviroScreen, the City identified two equity priority communities per the data available as of December 2022: North Central and North Shoreview/Shoreview. Environmental justice issues in each community are described in more detail in the pages that follow. It is important to note that the State regularly updates CalEnviroScreen, and new data sources may become available. The equity priority communities mapped in this General Plan may change as conditions change.

Example Goals and Policies Page



Goal Numbering: Each goal number starts with the element acronym and is followed by the number of the goal. (e.g., C 1 = Circulation Element, first goal)

Policy and Action Numbering: The policy or action number has two parts: first, the number of the goal it supports, and second, the sequential number of the policy or action in the order underneath that goal. (e.g., C 1.4 = Circulation Element, first goal, fourth policy or action)

Icons: Policies and actions related to the three themes of the General Plan – sustainability, environmental justice, and community engagement – are identified using these icons. A policy or action can respond to more than one theme, so multiple icons may be applied.

Chapter 9

Noise Element

GOALS, POLICIES, AND ACTIONS

GOAL N-1 Protect noise sensitive land uses from excessive noise levels.


POLICIES

Policy N 1.1 **Noise and Land Use Planning.** Integrate noise considerations into land use planning decisions to minimize noise impacts to or from new development.

Policy N 1.2 **Interior Noise Level Standard.** Require submittal of an acoustical analysis and interior noise insulation for all noise sensitive land uses listed in Table N-1 that have an exterior noise level of 60 dBA (L_{eq}) or above, as shown on Figure N-2. The maximum interior noise level shall not exceed 45 dBA (L_{eq}) in any habitable rooms, as established by the California Building Code.

Policy N 1.3 **Exterior Noise Level Standard for Residential Uses.** Require an acoustical analysis for new multi-family common open space for residents that have an exterior noise level of 60 dBA (L_{eq}) or above, as shown on Figure N-2. Incorporate necessary mitigation measures into residential project design to minimize common open space noise levels. Maximum exterior noise should not exceed 65 dBA (L_{eq}) for residential uses and should not exceed 65 dBA (L_{eq}) for public park uses.

Policy N 1.4 **Exterior Noise Level Standard for Parks and Playgrounds.** Require a feasibility analysis of noise-reduction measures for public parks and play areas that have an exterior noise level of 70 dBA (L_{eq}) or above.

 **Policy N 1.5** **Inclusive Outreach.** Notify the community when new land uses that would result in excessive noise levels are being considered and inform community members about how they can engage in the process. Use outreach and engagement methods that encourage broad representation and are culturally sensitive, particularly for equity priority communities.

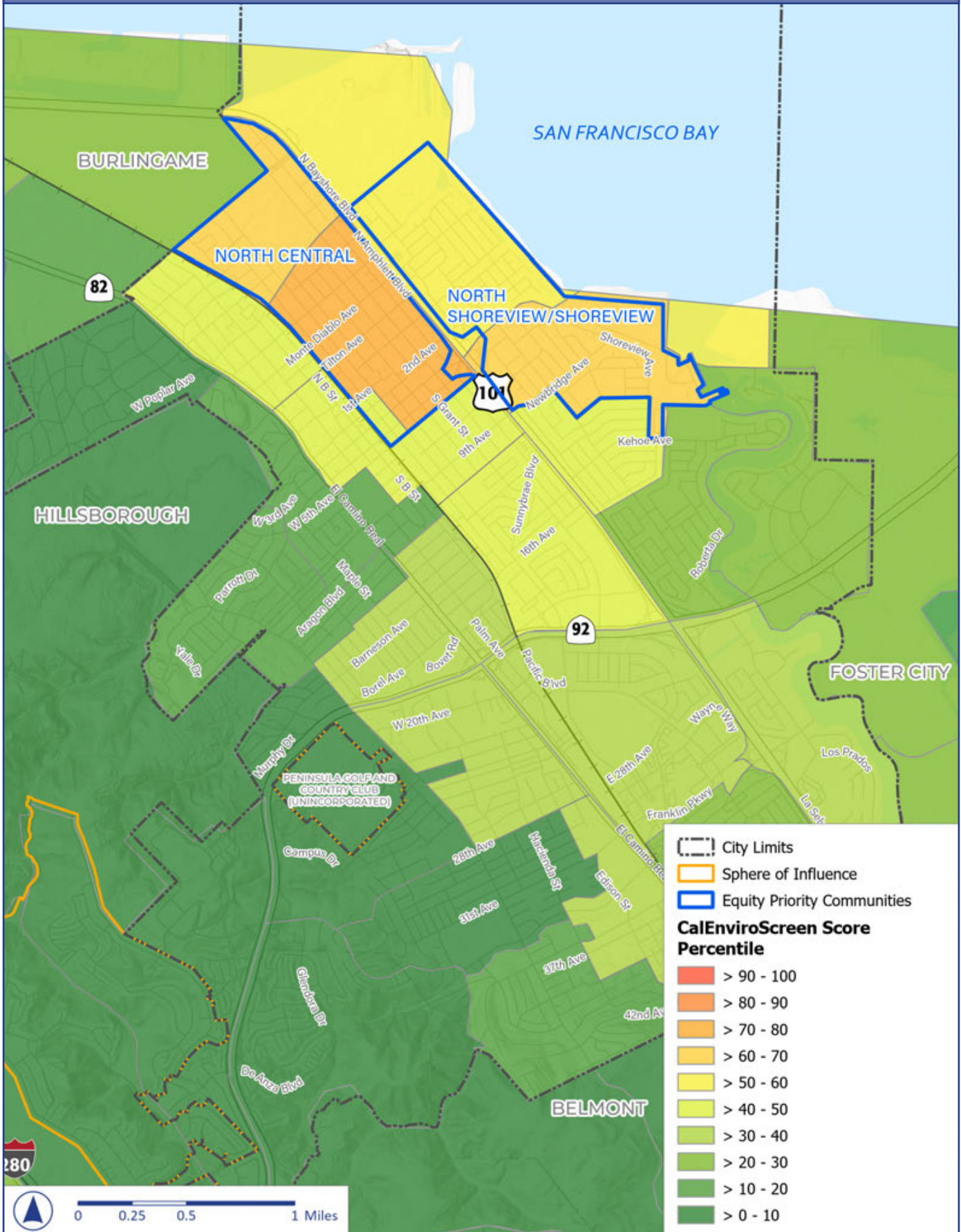
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North Central and North Shoreview/Shoreview

There are three Census tracts that encompass the North Central Equity Priority Community: 6000, 6200, and 6300. After reviewing the CalEnviroScreen data, the City defined the boundary for the North Central Equity Priority Community based on local knowledge of the neighborhood to focus on the residential areas within the Census tract. Two Census tracts encompass the North Shoreview/Shoreview Equity Priority Community: 6100 and 7701. After reviewing the CalEnviroScreen data, the City also refined the boundary for the North Shoreview/Shoreview Equity Priority Community based on their local knowledge of the neighborhood. Figures I-7 and I-8 show the CalEnviroScreen score by Census tract within the North Central Equity Priority Community for the 21 pollution and population indicators. As shown in Figure I-5, Census tract 6200, which encompasses most of North Central, received a score over the 75th percentile for traffic, diesel particulate matter, impaired water, groundwater threats, hazardous waste, lead in housing, linguistic isolation, education, and poverty. Census tract 6000, in the northern area of the boundary, received a score over the 75th percentile for traffic, diesel particulate matter, impaired water, groundwater threats, and linguistic isolation. Census tract 6300, which covers a small portion of North Central, received a score over the 75th percentile for traffic, diesel particulate matter, impaired water, groundwater threats, and hazardous waste.

Figure I-5 Equity Priority Communities



Source: California OEHHA, 2021; PlaceWorks, 2023.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.



Figures I-6 and I-7 show the CalEnviroScreen score by Census tract within the North Shoreview/Shoreview equity priority community for the 21 pollution and population indicators. As shown in Figure I-6, Census tract 6100, which encompasses a large area of North Shoreview/Shoreview, received a score over the 75th percentile for traffic, impaired water, groundwater threats, lead in housing, poverty, education, and linguistic isolation. Census tract 7701, in the southern area of North Shoreview/Shoreview, received a score over the 75th percentile for traffic, impaired water, lead in housing, and unemployment.

North Central and North Shoreview/Shoreview received a high score for traffic. Both communities are near US Highway 101, one of the roadways that carries the highest amounts of traffic in San Mateo. North Central is also near El Camino Real, which is another roadway that carries a high amount of traffic. The amount of traffic and vehicles on the road directly impacts the amount of pollution in the air. Exposure to air pollution is associated with a variety of negative health outcomes, including reduced lung function, pneumonia, asthma, cardiovascular diseases, and premature death. It may also affect lung cancer rates. North Central also received a high score for diesel particulate matter, which is a harmful type of pollutant that comes from exhaust from trucks, buses, and other motorized vehicles that use diesel engines and may travel on US Highway 101 or city streets.

Impaired waters are also a concern in North Central and in part of North Shoreview/Shoreview. A 2012 report from the State Water Resources Control Board found that the San Mateo Creek, which runs through North Central and North Shoreview/Shoreview, is an impaired water, as defined by Section 303(d) of the federal Clean Water Act. Impaired waters have contaminants that do not meet water quality standards. Contaminated waterways can impact equity priority communities if residents come in contact with contaminated water by interacting with the creek or during a flooding event.

Residents in North Central and North Shoreview/Shoreview may live in older homes that were built prior to the adoption of building standards that prohibited the use of lead-based paint. Lead in housing ranked high as a toxin of concern in part of North Central and in North Shoreview/Shoreview. The California Building Standards Code was created in 1978. Approximately 73 percent of the homes in San Mateo were built before 1979, which increases the chances that lead can be found in these houses. Exposure to lead can

result in negative health impacts for children, such as slowed development and growth, learning difficulties, and hearing or speech problems.

Most of North Central and part of North Shoreview/Shoreview ranked high in linguistic isolation, which means there are individuals in these communities that mainly speak another language, which may be Spanish, Mandarin or Cantonese, Tagalog, or another language. Barriers in communication can prevent people from participating in the planning process or may limit the amount of information that is available during an emergency. Data also indicated that some North Central and North Shoreview/Shoreview residents could be living below the federal poverty level and/or did not receive education beyond high school. There may also be people in the North Shoreview/Shoreview community that are over the age of 16 and are unemployed.

Hazardous waste materials, sites, or facilities that could emit toxins into the air, water, and soil that are harmful to people are present in North Central. California's Department of Toxic Substances Control tracks hazardous waste facilities and sites. As of January 23, 2023, the Department of Toxic Substances Control's data management system shows there is an active case at the College Park Elementary School that could pose a threat to public health.

Figure I-6 Equity Priority Communities – North Central

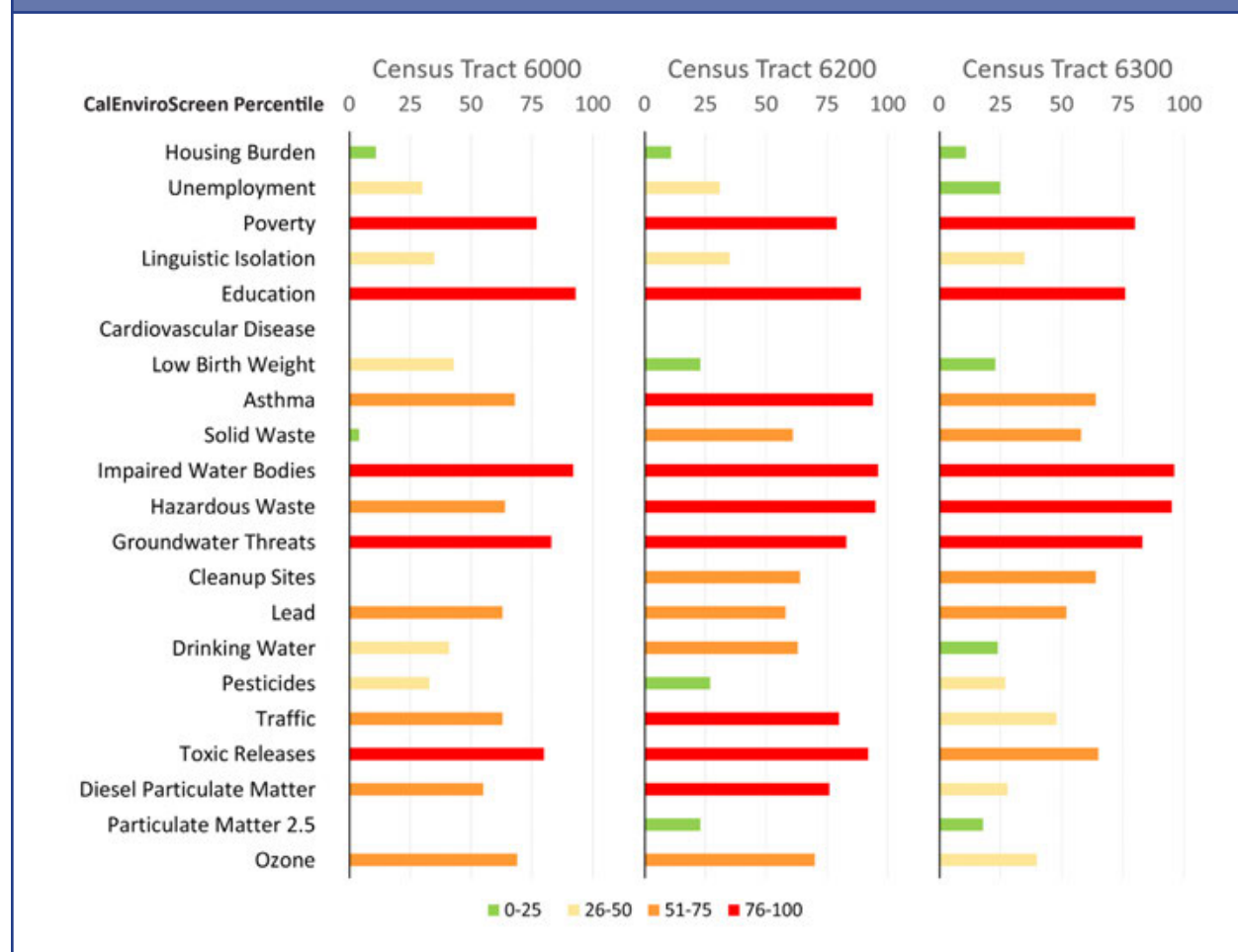
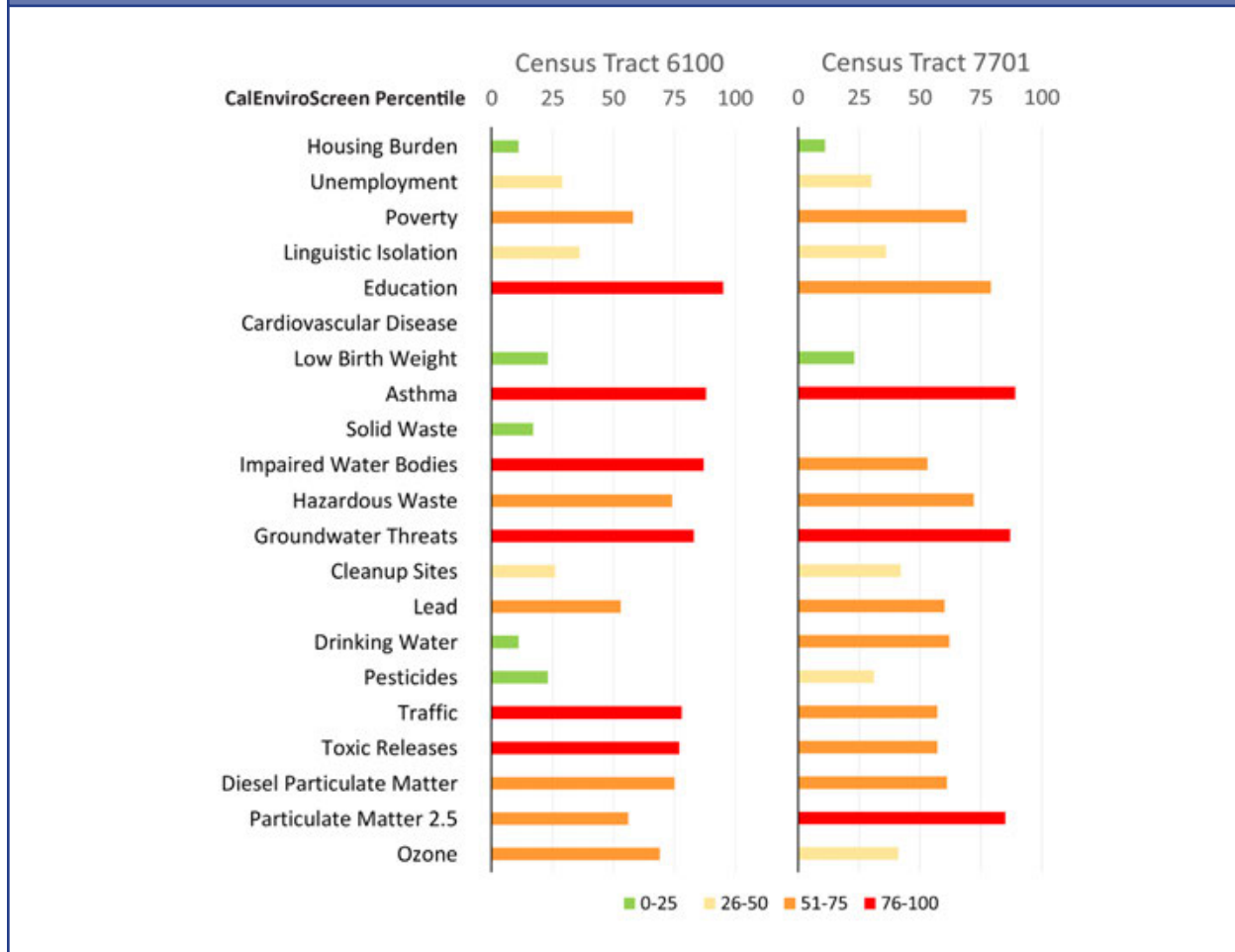


Figure I-7 Equity Priority Communities – North Shoreview/Shoreview

Equity Priority Communities in Strive San Mateo General Plan 2040

Strive San Mateo General Plan 2040 must include policies and actions that will lead to an equitable distribution of resources and opportunities and will reduce the impacts of environmental hazards in the equity priority communities mentioned previously, or in other equity priority communities that are identified during the life of the General Plan. State law allows cities and counties to address environmental justice either by adopting a stand-alone Environmental Justice Element or by incorporating environmental justice goals, policies, and actions into other elements. Strive San Mateo General Plan 2040 takes the approach of incorporating environmental justice goals, policies, and actions into its other elements. In addition to policies and actions that the City will implement through this General Plan and other City plans, other agencies and organizations, such as San Mateo County, nonprofits, and religious groups also provide resources and help improve outcomes in equity priority communities.

IMPLEMENTING STRIVE SAN MATEO GENERAL PLAN 2040

Long-range planning in San Mateo does not end with the adoption of this document. To achieve the community's vision, decisions about development projects, capital improvements, subdivision maps, specific plans, and other plans and policies affecting land use, transportation, and the physical environment will need to be consistent with Strive San Mateo General Plan 2040.

Implementation Strategy

To complement the implementation of Strive San Mateo General Plan 2040, the City will identify a list of implementation programs to help achieve the goals, policies, and actions identified in each element. The implementation plan will be prepared after General Plan adoption and will describe and prioritize the timing, responsible City department, cost range, and actions to implement various aspects of Strive San Mateo General Plan 2040. Some programs may already be budgeted and ongoing, while the City Council will need to identify resources during future budget cycles to implement other programs.

Relationship to the Zoning Ordinance and Other Plans

The General Plan establishes a broad vision and framework for land use in San Mateo and provides policies and actions to manage development through 2040. San Mateo's Zoning Code implements the General Plan with specific standards that regulate land uses and how and where they can be developed. The two must be consistent. Therefore, when the General Plan is amended, the Zoning Code must be amended to retain consistency with the General Plan. Other Municipal Code sections, specific plans, and City planning documents must also be amended as needed to retain consistency with the General Plan.

Amending the Plan

Strive San Mateo General Plan 2040 provides long-range and comprehensive guidance to the City, but the process of growth and change is dynamic and often unpredictable. For these reasons, the City needs to monitor progress in achieving the major goals of the plan, periodically adjusting policy guidance as needed to advance those goals in light of contextual changes that may happen over the next 20 years. The City may need to revise portions of the General Plan to reflect land use map changes spurred by land use and development activity, changes in community values or the county's physical or economic conditions, or refinements to improve progress towards achieving the major goals of the General Plan. While some amendments change the land use designation of a particular property, any part of the General Plan may be amended as circumstances change.

Amendments to the General Plan may be initiated by an individual, organization, or the City, depending on the nature of the proposal. The Planning Commission reviews and provides recommendations to the City Council for all proposed General Plan amendments. The City Council then takes final action on all General Plan amendment requests. All amendments require public hearings by the Planning Commission and City Council and evaluation of the potential impacts to San Mateo's physical environment, in accordance with the California Environmental Quality Act (CEQA).

While it is appropriate to revise the General Plan as conditions change in San Mateo, the goals and major themes of the plan are expected to endure for the life of the plan.

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CHAPTER 2

Land Use Element





LAND USE ELEMENT

INTRODUCTION

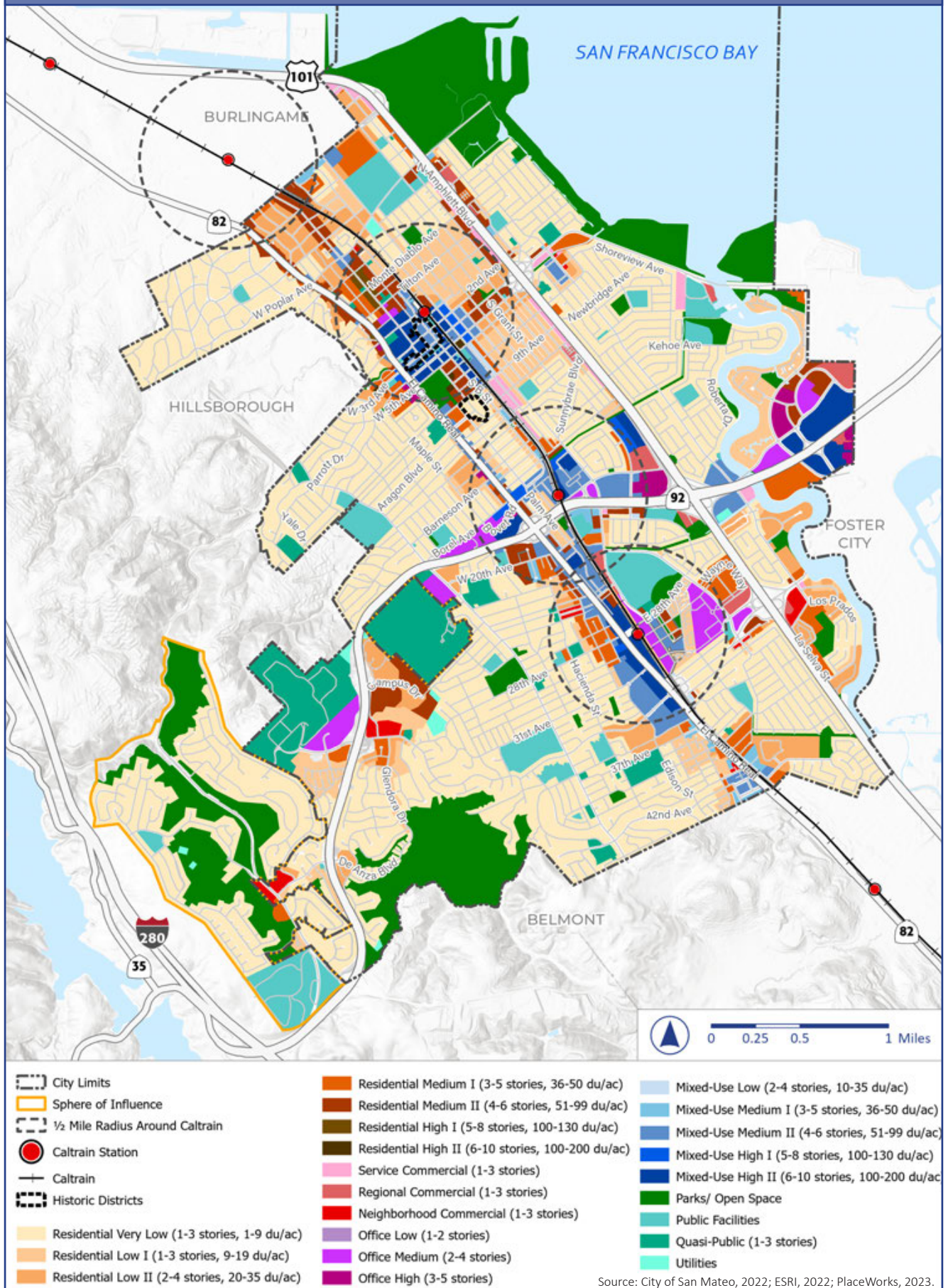
The Land Use Element sets the foundation for future growth, change, and preservation in San Mateo and serves as the blueprint for the development of public and private property in the city. The Element seeks to balance well-designed development and thoughtful preservation with a full spectrum of choices for housing, while also cultivating a diverse economy and supporting resiliency. It includes goals, policies, and actions that support the equitable health and well-being of all neighborhoods in San Mateo and all members of the community. It also encourages a diverse range of land uses to meet the needs of the community, including housing, parks, open space, recreation, retail, commercial services, offices, and industrial.

This element meets the State-mandated requirements for a Land Use Element. It defines categories for the location and type of public and private uses of land under the City's jurisdiction; it recommends standards for density on land covered by the Strive San Mateo General Plan 2040; it includes a Land Use Map (Figure LU-1); and includes goals, policies, and actions to guide land use distribution throughout the city. By satisfying these requirements, the Land Use Element lays out basic guidelines and standards that act as building blocks for the General Plan's other elements. Each element, such as Circulation or Conservation, Open Space, and Recreation, provide more specialized guidance and corresponds with a land use category of the Land Use Element. For more information about environmental justice, please also refer to Chapter 1, Introduction.

The Land Use Element addresses the following topic areas:

- Balanced and Equitable Growth and Preservation
- A Diverse Range of Land Uses
- Focused Planning Areas
 - » Downtown
 - » El Camino Real Corridor
 - » Hillsdale Station Area
- Shopping Areas in Transition
- Environmental Justice
 - » Community Health
 - » Equity Priority Communities
 - » Access to Healthy Food
- Community Engagement
- Climate Change and Land Use
- A Sustainable Economy
- Development Review
- Regional Cooperation
- General Plan Maintenance

Figure LU-1 Land Use Map



RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Encourages higher density multifamily and mixed-use development in proximity to transit and jobs, and improves transit, bicycle, and pedestrian access to support a multimodal transportation network; both of which reduce car dependency and vehicle miles traveled (VMT).
- Supports infill development that provides benefits for preservation and ecological function.
- Supports efforts to transition to cleaner energy sources that reduce greenhouse gas (GHG) emissions, consistent with the City's adopted Climate Action Plan.



Environmental Justice in this Element:

- Helps address vulnerabilities in equity priority communities, such as poverty, low educational attainment, and housing instability, by supporting affordable housing and economic development.
- Prioritizes City investment in public improvements that address health and infrastructure disparities in equity priority communities.
- Increases access to fresh food by allowing and encouraging local food production, micro agriculture, edible landscapes, rooftop gardens, community gardens, and urban farms.
- Supports collaboration between the City and local partners to improve healthy food access programs, such as the CalFresh Restaurant Meals Program.



Community Engagement in this Element:

- Promotes inclusive outreach methods that encourage broad representation and are culturally sensitive, such as preparing notices and other materials in the predominant language spoken in the community and scheduling meetings at convenient times for community members.
- Supports early and frequent community engagement by clearly outlining when and how members of the public can provide input for development projects under review.
- Requires sponsors of new development projects to have early, frequent, and meaningful communication with community members and stakeholders.
- Encourages a recurring, statistically reliable community survey to gauge community service needs, policy preferences, and effective communication methods.



GENERAL PLAN HEIGHT AND INTENSITY STANDARDS

Measure Y is a ballot measure that was passed by voters in November 2020. It retained existing height and density limits on new development, originally adopted under earlier ballot measures (Measure P and Measure H), and has a sunset date of 2030. Overall, the Measure Y height limit is set at up to 55 feet 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 FAR limits, with a maximum of up to 3.0.

General Plan Land Use Designations and Land Use Map

The General Plan land use designations are grouped into the following categories: Residential, Mixed-Use, Commercial, Office, Parks and Open Space, Public Facilities, Quasi-Public Facilities, and Utilities.

The land use designations identify the locations in 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. Figure LU-1 shows where each land use designation is applied within San Mateo.

The General Plan provides the overall parameters of density and intensity for urban land use designations, but each project must also comply with the specific rules of the relevant zoning district in the City's Zoning Code.

Residential densities for the land use designations are expressed in terms of dwelling units per acre (du/ac). Building heights are expressed by the number of stories. Building intensities for nonresidential uses are expressed in terms of floor-area ratio (FAR), which is the ratio of gross building floor area to net lot area, both expressed in square feet. For example, on a site with 10,000 square feet of land area, a FAR of 1.0 will allow 10,000 gross square feet of building floor area to be built. On the same site, a FAR of 2.0 would allow 20,000 square feet of floor area. FAR does not regulate building placement, form, or height, only the spatial relationship between building size and lot size; it represents an expectation of the overall intensity of future development. Figure LU-2 shows a visual representation of the relationship between height and FAR.

The maximum density assigned to each land use designation does not constitute entitlement, nor are property owners or developers guaranteed that an individual project, when tested against the General Plan's policies, will be able or permitted to achieve these maximums.



Some of the land use designations in this section include building heights and densities that exceed the limits set by Measure Y. Any components in the General Plan that are inconsistent with Measure Y will require voter approval before they can take effect. As required by law, for the duration that Measure Y is in effect, any inconsistency between the measure and other provisions of the Strive San Mateo General Plan 2040 shall default to the provisions specified in Measure Y, as stated in Policy LU 1-9.

Table LU-1 lists land use designations and their density, maximum FAR, height limit, and description.

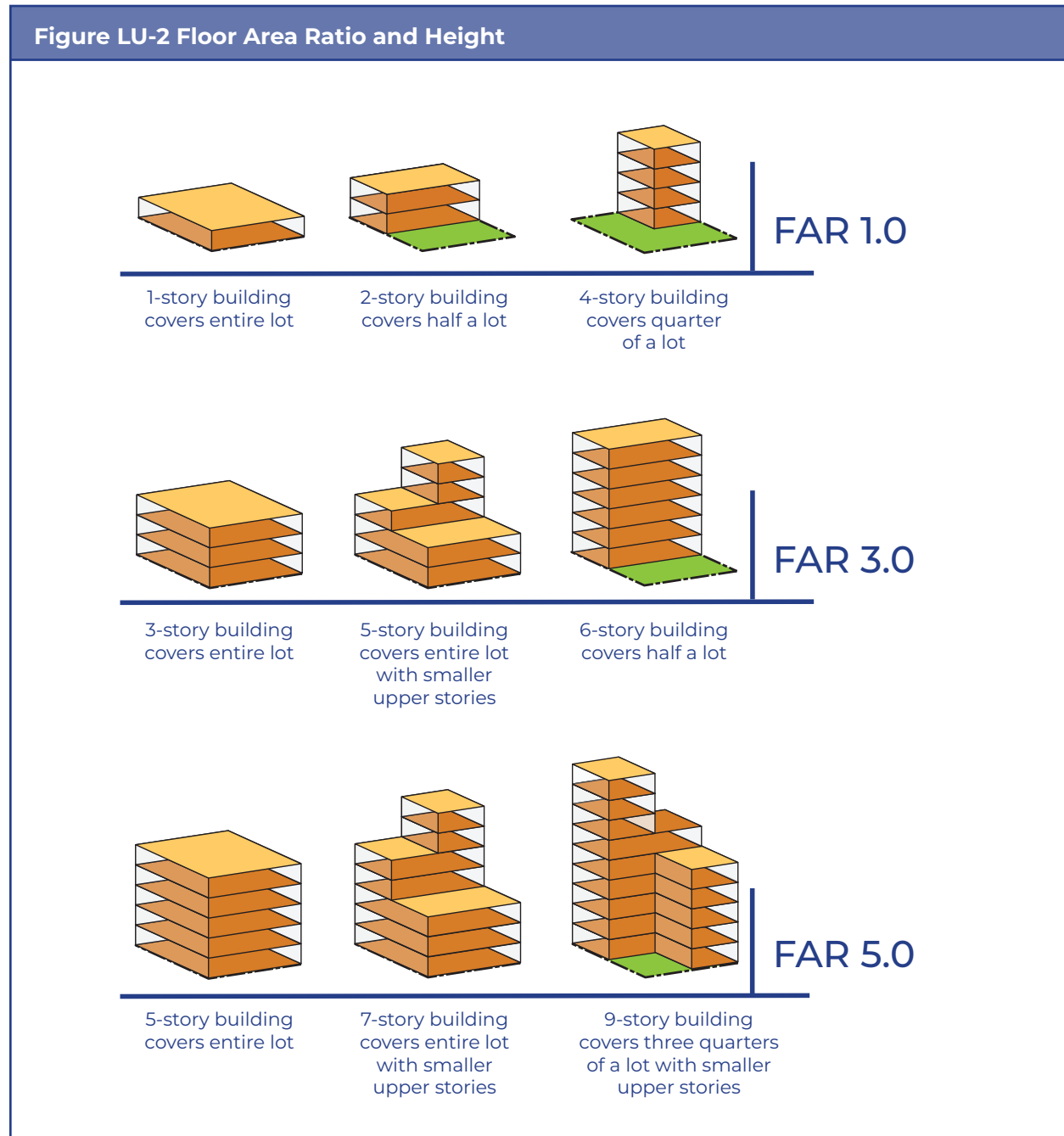


Table LU-1 Land Use Designations

Designation	Density (min/max) (Residential Uses)	Maximum FAR (Nonresi- dential uses)	Height Limit	Description
Residential				
Residential Very Low	Up to 9 du/ ac	n/a	1-3 stories	This designation allows very low-density residential dwellings, such as detached single-family homes, detached townhouses and duplexes, and accessory dwelling units.
Residential Low I	9 to 19 du/ ac	n/a	1-3 stories	This designation allows low-density residential dwellings, such as townhomes, duplexes, triplexes, fourplexes, condominiums, and apartments.
Residential Low II	20 to 35 du/ac	n/a	2-4 stories	This designation allows lower-density residential and multifamily dwellings, such as townhomes, duplexes, triplexes, fourplexes, condominiums, and apartments.
Residential Medium I	36 to 50 du/ac	n/a	3-5 stories	This designation allows low medium-density multifamily dwellings, such as townhomes, condominiums, and apartments.
Residential Medium II	51 to 99 du/ac	n/a	4-6 stories	This designation allows medium-density multifamily residential dwellings, such as condominiums and apartments, near mixed-use, office, and/or commercial areas. This designation can also be found along major streets, such as El Camino Real and near residential low or residential high areas of the city.
Residential High I	100 to 130 du/ac	n/a	5-8 stories	This designation allows higher-density multifamily residential dwellings, such as condominiums and apartments, in Downtown, in proximity to Caltrain stations and along major streets, such as El Camino Real.
Residential High II	100 to 200 du/ac	n/a	6-10 stories	This designation allows high-density multifamily residential dwellings, such as condominiums and apartments, in Downtown, in proximity to Caltrain stations, and along major streets, such as El Camino Real.
Mixed-Use				
Mixed-Use Low	10 to 35 du/ac	2.0	2-4 stories	This designation allows low-density mixed-use buildings that provide a mix of commercial, office, and/or residential uses within the same site or building. It is intended to allow a mix of uses that encourages people to live, work, play, and shop in close proximity.
Mixed-Use Medium I	36 to 50 du/ac	3.0	3-5 stories	This designation allows low medium-density mixed-use buildings that provide a mix of commercial, office, and/or residential uses within the same site or building. It is intended to allow a mix of uses that encourages people to live, work, play, and shop in close proximity.

Designation	Density (min/max) (Residential Uses)	Maximum FAR (Nonresi- dential uses)	Height Limit	Description
Mixed-Use Medium II	51 to 99 du/ac	4.0	4-6 stories	This designation allows medium-density mixed-use buildings that provide a mix of commercial, office, and/or residential uses within the same site or building. It is intended to allow a mix of uses near other mixed-use, commercial, or residential areas, and within Downtown.
Mixed-Use High I	100 to 130 du/ac	4.5	5-8 stories	This designation allows high-density mixed-use buildings that provide a mix of commercial, office, and/or residential uses within the same site or building. It is intended to allow a mix of uses near major streets, train stations, and shopping centers, and within Downtown.
Mixed-Use High II	100 to 200 du/ac	5.0	6-10 stories	This designation allows high-density mixed-use buildings that provide a mix of commercial, office, and/or residential uses within the same site or building. It is intended to allow a mix of uses near major streets, train stations, and shopping centers, and within Downtown.
Commercial				
Neighborhood Commercial	9 to 19 du/ ac	1.0	1-3 stories	This designation is intended for a mix of neighborhood-serving commercial uses that include small-scale retail stores and other commercial uses that serve the immediate neighborhood, such as grocery stores and pharmacies. Typical commercial uses include supermarkets, bakeries, drugstores, restaurants, delicatessens, barber shops, hair salons, laundromats, hardware stores, dry cleaners, small offices, and other personal services. Residential may also be allowed above the ground floor.
Service Commercial	Up to 20 du/ac	1.0	1-3 stories	This designation is intended for a wide range of service commercial and light industrial facilities. Example of uses in this land use include facilities that provide city-wide and regional services, such as auto repair services, building material yards, overnight boarding of animals, and industrial uses with light manufacturing, warehousing, and/or distribution facilities. These uses do not necessarily benefit from being in high-volume pedestrian areas, such as shopping centers or Downtown and can instead be found along South Amphlett Avenue, south of Indian Avenue and north of 2nd Avenue, in addition to other locations in the city.
Regional Commercial	Up to 50 du/ac	1.5	1-3 stories	This designation is intended for large-scale commercial developments that serve residents and visitors from the surrounding region, such as the Hillsdale Mall and Bridgepointe Shopping Center. Examples of commercial uses in this land use include shopping centers, large-format retail, auto sales, and travel-related services, such as hotels, gas stations, and restaurants. Residential may also be allowed.

Designation	Density (min/max) (Residential Uses)	Maximum FAR (Nonresi- dential uses)	Height Limit	Description
Office				
Office Low	10 to 35 du/ac	1.0	1-2 stories	This designation is intended for low-density office uses, such as medical, administrative, or professional offices. Supportive uses, including personal services, restaurants, health clubs, residential, day care, and limited retail sales are permitted. Research facilities that support the development of new products and may include professional uses, manufacturing, laboratories, and/or maker's spaces in the same building or site may be permitted depending on the type and intensity of the use.
Office Medium	36 to 50 du/ac	2.0	2-4 stories	This designation is intended for medium-density office uses, such as medical, administrative, or professional offices. Supportive uses, including personal services, restaurants, health clubs, residential, day care, and limited retail sales are permitted. Research facilities that support the development of new products and may include professional uses, manufacturing, laboratories, and/or maker's spaces in the same building or site may be permitted depending on the type and intensity of the use.
Office High	51 to 130 du/ac	3.0	3-5 stories	This designation is intended for high-density office uses, such as medical, administrative, or professional offices, and for research and science facilities that support the development of new products and may include professional uses, manufacturing, laboratories, and/or maker's spaces in the same building or site. Supportive uses including personal services, restaurants, health clubs, residential, day care, and limited retail sales are permitted.
Other Designations				
Parks and Open Space	n/a	n/a	n/a	This designation is intended for public parks, City-owned conservation lands and private open space or recreation facilities. Parks and open space areas can be found throughout the city and are important to preserve because they provide community members with access to nature, encourage healthy lifestyles, and support a mixture of active and passive recreation opportunities.
Public Facilities	n/a	See Zoning District or Specific Plans for maximum FAR	n/a	This designation is intended for facilities owned and/or operated by the City or other governmental agencies, such as City Hall, libraries, public school sites, San Mateo County's Event Center, and the public parking lots in Downtown.

Designation	Density (min/max) (Residential Uses)	Maximum FAR (Nonresi- dential uses)	Height Limit	Description
Quasi-Public	20 du/ac	See Zoning District or Specific Plans for maximum FAR	1-3 stories	This designation is intended for facilities owned and/or operated by quasi-public agencies and organizations, such as schools and faith-based organization facilities. Examples of these facilities include St. Matthew Catholic Church and the Nueva School. Ancillary residential uses, with a focus on affordable housing, may also be allowed when aligned with the organization’s mission or to provide employee housing.
Utilities	n/a	n/a	n/a	This designation is intended for facilities owned and/or operated by public utilities to serve the public with electricity, gas, water, and communications. Examples of uses in this designation include electricity substations, water tank sites and the sewer treatment plant.

BALANCED AND EQUITABLE GROWTH AND PRESERVATION

It is important to plan future development and growth in the city in a way that maximizes efficient use of available land and infrastructure; limits adverse impacts to the environment; and improves social, economic, environmental, and health equity. The General Plan itself does not mandate change, but over time, change will occur based on market forces and the decisions of property owners. Climate change will also likely influence land use changes over the next 20 years in ways that are not currently fully known, which is why sustainability is a key theme throughout the General Plan.

Over the lifetime of this General Plan, the areas that are likely to change in the city include the El Camino Real corridor, Downtown, Hayward Park Caltrain station area, Hillsdale Mall and the surrounding Hillsdale Caltrain station area, and older shopping centers and office parks. The Strive San Mateo General Plan 2040 includes policies and actions that promote transit-oriented development around the Caltrain stations; encourages residential and mixed uses along El Camino Real; prioritizes a wide range of residential, lodging, restaurant, leisure, recreational, cultural, and other commercial uses in Downtown; and supports incorporating a mix of housing, shopping, services, and jobs into older shopping centers to create vibrant neighborhoods.

The Strive San Mateo General Plan 2040 also encourages innovative urban design approaches for Downtown, inspired by Barcelona’s “superblocks,” that focus on vehicle access at the periphery and reducing cut-through vehicle traffic to create pedestrian-focused, car-light spaces downtown. The Circulation Element adds more detail about the superblock concept and pedestrian improvements.



In addition to the General Plan, San Mateo has other plans that guide future development in specific areas of the city, including specific plans, master plans, and area plans. The City's existing specific plans, area plans, and master plans are shown on Figure LU-3. This figure also identifies two areas – Bel Mateo and 25th Avenue – that are opportunities for future focused planning efforts. This section is focused on balancing growth through land use. Policy direction on maintaining and improving the transportation network as the city grows can be found in the Circulation Element.

GOALS, POLICIES, AND ACTIONS

GOAL LU-1 Plan carefully for balanced growth that provides ample housing that is affordable at all levels and job opportunities for all community members; maximizes efficient use of infrastructure; limits adverse impacts to the environment; and improves social, economic, environmental, and health equity.

POLICIES

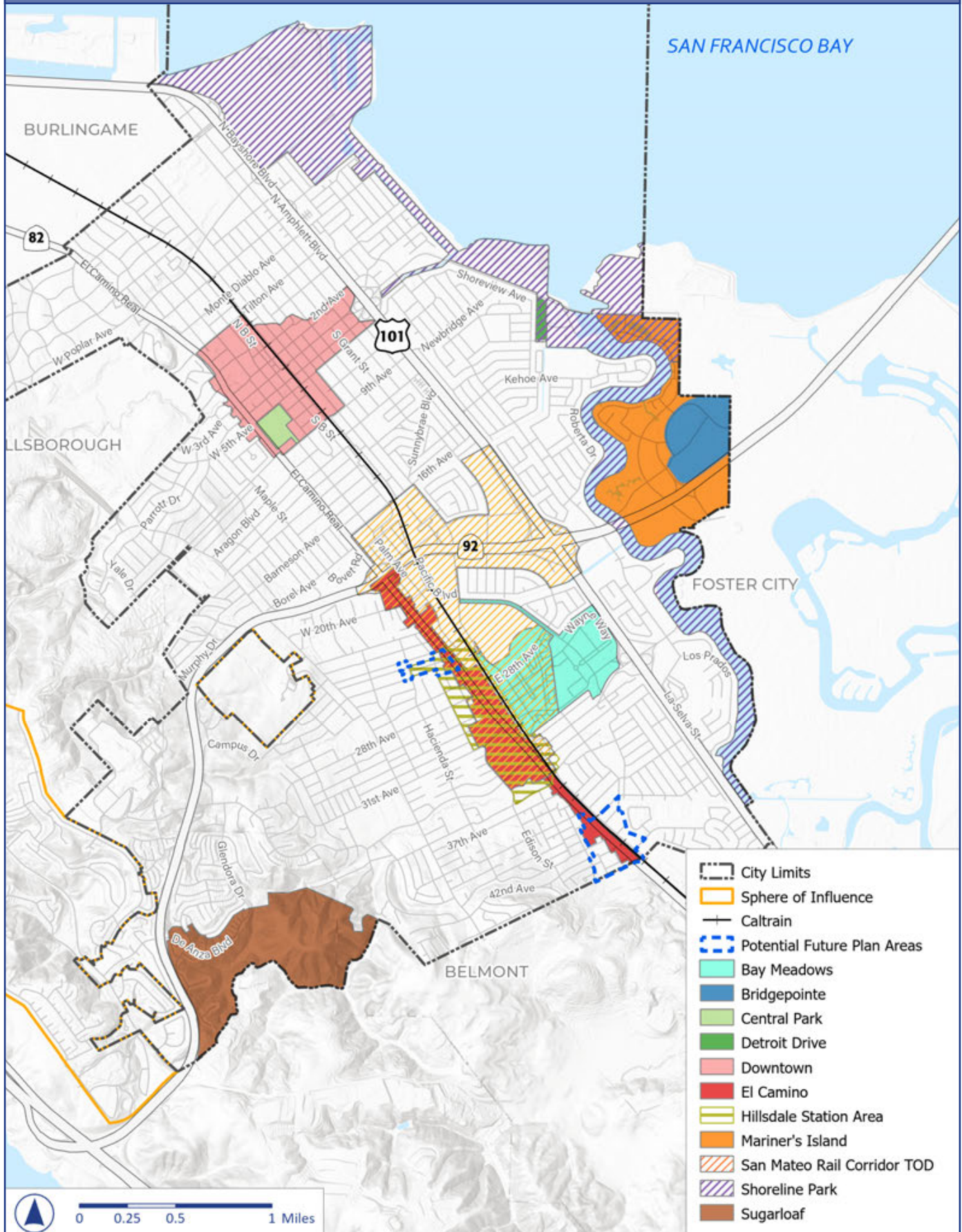


Policy LU 1.1 Equitable Development. Prioritize development projects that meet social and economic needs of the economically vulnerable populations to address and reverse the underlying socioeconomic factors in the community that contribute to residential and social segregation in the city. Provide a range of housing types, sizes, and affordability levels in all San Mateo neighborhoods.

Policy LU 1.2 General Plan 2040 Maximum Development. The General Plan Update Environmental Impact Report (EIR) assumes the following development projections for the year 2040:

- 21,410 new dwelling units
- 4,325,000 square feet of new nonresidential floor area

Figure LU-3 Specific Plan, Master Plan, and Area Plans



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

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

When approved nonresidential development reaches half of the anticipated development, evaluate the citywide jobs-housing balance.

When approved development within City Limits and unincorporated properties within the Sphere of Influence reaches the maximum number of new residential units and net new nonresidential square feet projected in the General Plan EIR, require that environmental review conducted for any subsequent development project address growth impacts that would occur from development exceeding the General Plan EIR's projections.

Policy LU 1.3 Optimize Development Opportunities. Encourage new development in major commercial and transit-oriented development areas, including the Downtown, Caltrain station areas, and the El Camino Real corridor, to maximize the density and intensity specified in the Land Use Plan and to efficiently use land and infrastructure resources.



Policy LU 1.4 Mixed-Use. Encourage mixed-use developments to include increased residential components to provide greater proximity between jobs and housing, promote pedestrian activity, and reduce traffic congestion and vehicle miles traveled (VMT).

Policy LU 1.5 Surplus Land. Consider redesignating City-owned land not required for public services, facilities, or infrastructure for development of affordable housing.

Policy LU 1.6 Legal Nonconforming Developments. Allow legally established nonconforming uses and buildings to be maintained, have minor expansions where appropriate, and be reconstructed if destroyed by fire or natural disaster. Encourage reconstruction and/or minor expansions to have a design that is visually compatible with surrounding development and complies with the City's development standards.

Policy LU 1.7 Annexation. Annex urbanized areas of the unincorporated land adjacent to the City Limits where landowners petition the City to be annexed, subject to the following conditions:

- The annexation is comprehensive, rather than piecemeal; and
- Landowners will pay the full cost of City services, will assume a proportionate share of existing City debts, and will contribute to the existing capital improvements of the City, which will benefit the area to be annexed.

Policy LU 1.8 New Development within the Sphere of Influence. Work with the County of San Mateo to require new developments and related infrastructure within the Sphere of Influence to be consistent with the City's General Plan, Zoning Code requirements, and development standards.

Policy LU 1.9 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.

ACTION

Action LU 1.10 Review of New Development. Track actual growth of both new housing units and net new nonresidential floor area annually and review every two to three years. Use this information to monitor nonresidential floor area and housing units in San Mateo and to adjust this General Plan, infrastructure plans, and circulation plans, as necessary, if actual growth is exceeding projections.

GOAL LU-2 Balance well-designed development with thoughtful preservation.

POLICIES

Policy LU 2.1 Development Intensity/Density. Regulate development density/intensity to recognize natural environmental constraints, such as floodplains, earthquake faults, debris flow areas and other hazards, availability of urban services, and transportation and circulation constraints.

Policy LU 2.2 Caltrain Stations and El Camino Real Minimum Densities. Require new residential development within a half mile of a Caltrain station or within one block of the El Camino Real corridor to meet the minimum density established by the applied land use designation and encourage new development to achieve maximum density.

Policy LU 2.3 Community Benefits. Develop a framework to allow density/intensity bonuses and concessions in exchange for the provision of community benefits, such as additional affordable housing, increased open space, public plazas or recreational facilities, subsidized retail space for small businesses, subsidized community space for nonprofits that provide community support services or childcare facilities, pedestrian and multimodal safety improvements, and/or off-site infrastructure improvements above minimum requirements.



Policy LU 2.4 Clustering. Encourage clustered development where benefits to natural ecology, habitat conservation, and/or preservation of historic resources can be achieved.

ACTION



Action LU 2.5 Community Benefits Dashboard. Create an online public portal that highlights the community benefits derived from new development projects, such as payment of in-lieu fees, contribution to the childcare fund, contribution to the public art fund, and other benefits to improve and standardize communication about new development projects and their benefits.



A DIVERSE RANGE OF LAND USES

To help keep San Mateo a great place to live, work, visit, and raise a family, it is important to plan for a diverse range of land uses that support one another. Placing housing, job centers, shopping, and eating areas close together and near transit encourages people to live, work, play, and shop without needing a car to travel between destinations. Commercial centers and an active Downtown provide a space where people can work, recreate, and build community while also supporting the city's fiscal health.

The Strive San Mateo General Plan 2040 includes land use designations and policies that concentrate higher-density residential, mixed-use, office, and commercial uses in and around Downtown, along the El Camino Real corridor or within a half mile from a Caltrain station. It also supports locating and preserving certain commercial uses, such as convenience retail or grocery stores, adjacent to residential neighborhoods, which encourages walkability and increases access to healthy foods. This General Plan supports the development of office buildings and business parks that facilitate transit, pedestrian, and bicycle commutes. It also promotes parks, open space, cultural and recreational facilities, and community gathering spaces for all members of the San Mateo community. For background information and policies about parks, open space, and recreational facilities, please refer to the Conservation, Open Space and Recreation Element.

GOALS, POLICIES, AND ACTIONS

GOAL LU-3 Provide a wide range of land uses, including housing, parks, open space, recreation, retail, commercial services, office, and industrial to adequately meet the full spectrum of needs in the community.

POLICIES

Policy LU 3.1 Housing Diversity. Promote safe, attractive, and walkable residential neighborhoods with diverse types and sizes of homes for individuals, families, and households of all income levels.

Policy LU 3.2 Commercial Development. Encourage development that builds on the strengths and unique qualities of existing neighborhoods and provides appropriate transition in terms of intensity of use, height, bulk, and design. Require commercial development adjacent to residential areas to appropriately address circulation, traffic, truck loading, trash/recycling, noise, visual impacts, public safety, hazardous materials storage, fire safety, air pollutant emissions, and odors in a way that minimizes impacts on neighboring uses.

Policy LU 3.3 Neighborhood Commercial Preservation. Encourage the preservation of local-serving commercial retail and service uses in neighborhood shopping districts.

Policy LU 3.4 Convenience Retail. Encourage and preserve convenience stores and neighborhood retail uses adjacent to residential neighborhoods, including as part of new mixed-use development.



Policy LU 3.5 Support Service Uses. Encourage businesses that provide a variety of services, such as restaurants, daycare facilities, medical clinics, gyms, pharmacies, and grocery stores in locations that serve residential neighborhoods and commercial/office uses. Prioritize the development of these services in equity priority communities in the city.

Policy LU 3.6 Hotels. Encourage development of hotels in commercial areas and allow small hotels in mixed-use districts where they are consistent with the density of adjacent uses.

Policy LU 3.7 Visitor Economy. Collaborate with other Peninsula cities and the San Mateo County/Silicon Valley Convention and Visitors Bureau to support the continued development of the visitor economy of both the city and the region, including lodging, entertainment, recreation, retail, and local events; encourage uses that attract visitors. Incentivize through fee reduction and visitor perks, sustainable modes of travel to and from the city to reduce both the use of air travel and gas-powered vehicles.



Policy LU 3.8 Workplaces. Develop office buildings and business parks to facilitate transit, pedestrian, and bicycle commutes. Provide compact development, mixed uses, and connectivity to transit to reduce vehicle miles traveled (VMT).

- Policy LU 3.9 Office Park Evolution.** Support the transition of single-use office parks into mixed-use districts that include residential, retail, office, services, and/or parks and open space. Within an office site that is redeveloping as mixed-use, locate offices and commercial space closest to high-volume roadways and locate new residential uses as far as possible from high-volume roadways.
- Policy LU 3.10 Service Commercial.** Retain service commercial and light industrial uses in San Mateo to support local businesses and to meet the needs of residents locally. Preserve properties that are zoned for service commercial uses and discourage uses that are allowed elsewhere in the city from locating in service commercial areas.
- Policy LU 3.11 Community Gathering Places.** Provide and maintain inviting public spaces and streets that provide space for all members of the San Mateo community to meet, gather, and enjoy.
- Policy LU 3.12 Publicly Accessible Spaces.** Integrate a variety of privately owned and maintained publicly accessible spaces into new development and require signage that clearly identifies these spaces as publicly accessible.
- Policy LU 3.13 Cultural Facilities and Public Art.** Recognize cultural facilities and public art as part of a healthy and thriving community. Use funds from the City’s art in-lieu fee to enhance existing public art and cultural facilities and encourage new facilities that reflect the character and identity of the surrounding neighborhoods.
- Policy LU 3.14 School Site Reuse.** Encourage the school district to prioritize affordable housing and community recreation needs when a school site is planned for reuse or redevelopment, in accordance with the priorities in the Housing Element and Conservation, Open Space, and Recreation Element.
- Policy LU 3.15 Residential Uses to Support Institutions.** Support the development of housing at quasi-public institutions such as schools, churches, and other facilities of an educational, religious, charitable, or philanthropic nature, consistent with the mission of these organizations. Encourage the development of ancillary residential uses when aligned with the organization’s mission or to provide housing for employees.
- Policy LU 3.16 Public Facilities.** Encourage reuse or redevelopment of public facilities to residential and/or recreational uses that provide a public benefit to the community, such as community gardens.
- Policy LU 3.17 Peninsula Golf and Country Club.** Support the retention of the existing club and recreation use. If the site is redeveloped, residential development that is compatible with adjacent uses in terms of density and intensity should be encouraged.

ACTIONS

- Action LU 3.18 Permitted Uses.** Re-evaluate the types of commercial uses that are permitted and that require a special-use permit in all commercial districts to ensure requirements are forward looking and aligned with current economic needs and trends.

Action LU 3.19 Major Institutions/Special Facilities. Work with relevant agencies and organizations to support the long-term viability of major institutions and special facilities that provide important recreational, educational, or medical services, such as the San Mateo County Events Center, College of San Mateo, San Mateo County Hospital, Mills Health Center, and Peninsula Golf and Country Club. Require a Specific Plan and/or Master Plan to guide reuse or redevelopment of institutions and special facilities when appropriate.

FOCUSED PLANNING AREAS

This section focuses on three specific areas around the city – Downtown, the El Camino Real Corridor, and the Hillsdale Station Area. These areas are near transit and are designated for future growth and change in this General Plan as well as in other adopted planning documents:

- **The Downtown Area Plan**, adopted in 2003 and revised in 2009, covers about 70 blocks traditionally known as Downtown, plus the area known as the Gateway and portions of adjacent neighborhoods. This plan pertains to new Downtown development and focuses on preserving existing Downtown resources and enhancing its vitality and activity while also maintaining a sense of place.
- **The El Camino Real Master Plan**, adopted in 2001, provides guidance on streetscape, design guidelines, and implementation strategies for the future of the El Camino Real corridor, from State Route (SR) 92 to the Belmont city border.
- **The Hillsdale Station Area Plan**, adopted in 2011, is the guiding document for the Hillsdale Station Area that sets forth the regulatory framework, goals, and policies to transform the area surrounding the Hillsdale Caltrain station into a sustainable, pedestrian-oriented transit hub.



This General Plan includes additional policy guidance to help plan for the growth and change that is anticipated and encouraged in these three focused planning areas. Policy guidance focused on historic resources, city image, and the design of mixed-use and commercial areas can be found in the Community Design and Historic Resources Element. The Circulation Element also includes policies focused on promoting walking and multi-modal transportation improvements in Downtown and facilitating efficient travel and pedestrian safety along the El Camino Real corridor. It also includes policy guidance for transit stations, including the Hillsdale Station.

GOALS, POLICIES, AND ACTIONS

Downtown

GOAL LU-4 Maintain downtown San Mateo as the economic, cultural, and social center of the community.

POLICIES

- Policy LU 4.1** **Downtown Land Uses.** Allow and prioritize a wide range of residential, dining, entertainment, lodging, and other commercial uses downtown, at high intensities and densities, with strong multi-modal connectivity to the San Mateo Caltrain station and other transit.
- Policy LU 4.2** **Quality of Downtown Development.** Promote quality design of all new development that recognizes the regional and historical importance of Downtown San Mateo and strengthens its pedestrian-friendly, historic, and transit-oriented character.
- Policy LU 4.3** **Significant Historic Structures.** Protect key landmarks, historic structures, and the historic character of Downtown, as defined in the Community Design and Historic Resources Element.

ACTIONS

- Action LU 4.4** **Downtown Area Plan.** Update the Downtown Area Plan to support and strengthen the Downtown as a vibrant and active commercial, cultural, and community gathering district. The updated Downtown Area Plan shall align with the General Plan, integrate recommendations from other concurrent City efforts, focus growth and intensity in proximity to the Caltrain station, encourage superblock concepts or approaches and allow parklets, update parking standards and parking management strategies, allow for increased housing units and density, and support high-quality, pedestrian-oriented design and architecture.
- Action LU 4.5** **Downtown Special Events.** Sponsor and support Downtown activities and events that brings Downtown to life, attract residents and visitors, promote local businesses, create inclusive community gatherings, and provide information to residents about City initiatives and services.



El Camino Real Corridor

GOAL LU-5 Promote residential and mixed land uses along El Camino Real to strengthen its role as both a local and regional corridor.

POLICIES

- Policy LU 5.1 Housing on El Camino Real.** Encourage new residential uses along El Camino Real as part of both pure residential and mixed-use development to diversify the existing commercial character.
- Policy LU 5.2 El Camino Real Landscaping.** Retain the general residential and landscaped character of El Camino Real north of Tilton Avenue. Promote the visual upgrading of El Camino Real south of 9th Avenue through increased landscaping, coordination of public improvements, property maintenance, and sign control, and through conformance with the El Camino Real Master Plan or a future consolidated Corridor Plan per Action LU 5-3.

ACTION

- Action LU 5.3 El Camino Real Corridor Plan.** Prepare a Corridor Plan for El Camino Real that assembles existing planning documents for the corridor into a single comprehensive plan that implements the El Camino Real policies in General Plan 2040.



Hillsdale Station Area

GOAL LU-6 Promote transit-oriented development around the Hillsdale Caltrain station.

POLICIES

- Policy LU 6.1 Rail Corridor Transit-Oriented Development Plan (Rail Corridor Plan).** Continue to implement the Rail Corridor Plan to allow, encourage, and provide guidance for the creation of world-class transit-oriented, mixed-use development (TOD) within a half-mile radius of the Hillsdale and Hayward Park Caltrain stations, while maintaining and improving the quality of life for those who already live and work in the area.
- Policy LU 6.2 Hillsdale Shopping Center.** Allow redevelopment of the Hillsdale Shopping Center for a mix of uses, including commercial, retail, office, hotel, and residential uses. Update the Hillsdale Station Area Plan or require preparation of a master development plan to ensure the site is developed comprehensively and provides appropriate transitions to the adjacent neighborhoods.

ACTION

- Action LU 6.3 Hillsdale Station Area Plan.** Update the Hillsdale Station Area Plan to foster higher-density residential, office and mixed-use, transit-oriented development that connects to neighborhoods to the east and west, improves bicycle and pedestrian circulation to the station, and increases park and open space areas.



SHOPPING AREAS IN TRANSITION

Over the lifetime of this General Plan, some older shopping centers in the city are likely to change as old formats of brick-and-mortar retail evolve. The Hillsdale Mall, Bridgepointe Shopping Center, and Bel Mateo commercial area (Olympic Village) are three areas around the city that appear likely to experience meaningful transition over the next 20 years. Since these shopping areas provide neighborhood-serving uses that support nearby residences, the intent of this section is to support preservation while allowing for transition to a different mix of housing, shopping, services, and jobs. Policy guidance for other neighborhood shopping areas is contained under Goal LU-3 and policies related to the Hillsdale Mall are under Goal LU-6. Policies focused on the design of mixed-use and commercial areas can be found in the Community Design and Historic Resources Element.

GOALS, POLICIES, AND ACTIONS

GOAL LU-7 Support the transition of shopping areas designated for new uses into vibrant districts with a range of housing, shopping, services, and jobs.

POLICY

Policy LU 7.1 Shopping Areas in Transition. Support the long-term viability of shopping centers and districts that provide neighborhood-serving uses by allowing these sites to redevelop with higher-density, mixed-use development that includes restaurants, services, other commercial uses, housing and open space, while preserving core neighborhood-serving uses.

ACTIONS

- Action LU 7.2 Bridgepointe Area Plan.** Update and consolidate the Bridgepointe Master Plan and Mariner’s Island Specific Plan into one planning document to guide redevelopment of the Bridgepointe Shopping Center and the surrounding properties into a mixed-use neighborhood that maintains its regional retail component while developing a diverse range of housing types, including affordable housing; new parks and recreational facilities; community gathering places; ample facilities to support transit, bicycling, and walking; and a range of businesses and services. The plan shall include safe access for pedestrians, cyclists, and transit riders from Bridgepoint to the City’s transit corridors, such as Caltrain and El Camino Real.
- Action LU 7.3 Bel Mateo Area Plan.** Prepare a Specific Plan or Master Plan to guide redevelopment of the Bel Mateo area into a mixed-use neighborhood with a diverse range of neighborhood-serving commercial uses and amenities; new market-rate and affordable housing, ample facilities to support bicycling and walking; and publicly accessible park and open space areas.

ENVIRONMENTAL JUSTICE

The Strive San Mateo General Plan 2040 includes policies and actions that will support equitable distribution of resources and opportunities and reduce the impacts of environmental hazards in the areas of the city that experience the highest levels of pollution and negative health outcomes, such as asthma and low birth weight babies, as well as the greatest social and economic disadvantages, such as poverty and housing instability. This General Plan uses the term equity priority community for these neighborhoods and focuses on improving environmental justice and public health for the people who live in these communities by promoting meaningful community engagement and prioritizing improvements that address their needs.

During the development of this General Plan, the City identified two equity priority communities using local knowledge and CalEnviroScreen: North Central and North Shoreview/Shoreview. Figure I-5 in Chapter 1, Introduction, shows the location of these communities and provides more context about the health and socioeconomic issues affecting residents in these neighborhoods.

This section includes policy guidance focused on improving community health and access to healthy foods, with specific policies focused on the identified equity priority communities. State law allows cities and counties to address environmental justice either by adopting a stand-alone Environmental Justice Element or by incorporating environmental justice goals, policies, and actions into other elements. This General Plan takes the approach of incorporating environmental justice goals, policies, and actions into all its elements; therefore, policies and actions focused on environmental justice can also be found throughout the Strive San Mateo General Plan 2040. Safe and sanitary housing, as required by Senate Bill (SB) 1000, is addressed in the Housing Element. Please refer to the Housing Element for housing-related programs that are focused on equity priority communities.

In addition to policies and actions that the City will implement through the Strive San Mateo General Plan 2040 and other City plans, other agencies and organizations, such as the County of San Mateo, nonprofits, and religious groups, also provide resources and help to support equity priority communities. It is important to note that the State regularly updates CalEnviroScreen, and new data sources may become available. The equity priority communities mapped in this General Plan may change as conditions change.

GOALS, POLICIES, AND ACTIONS

GOAL LU-8 Support the equitable health and well-being of all neighborhoods in San Mateo and all members of the San Mateo community by improving conditions in equity priority communities.

Community Health

POLICY



Policy LU 8.1 **Prioritizing Community Health.** Continue to support the physical and mental health and well-being in equity priority communities by prioritizing public safety, resolving land use conflicts and incompatible uses that pose risks to health or safety, remediating contamination, and enforcing building code standards.

ACTIONS



Action LU 8.2 **Collaborations for Community Health.** Develop intentional, strategic, and mutually beneficial relationships with organizations engaged in improving health and well-being, reducing environmental health disparities, expanding access to affordable quality healthcare and mental healthcare, and mitigating negative environmental health hazards. Encourage greater emphasis on expanding or improving health services, including mental health services, in equity priority communities.



Action LU 8.3 **Health Disparities.** Coordinate with the San Mateo County Public Health Department to promote healthier communities through education, prevention, intervention programs, and other activities that address health disparities and inequities that exist in San Mateo.



Action LU 8.4 **City Investment.** Use funds collected by the park impact fee to invest in programs and public improvements that connect residents with opportunities to increase their physical activity and improve their physical and mental health, especially in equity priority communities with higher risk of negative public health outcomes. Identify new funding sources for programs and public improvements, if needed.

Equity Priority Communities

POLICIES



Policy LU 8.5

Community Preservation. Prevent displacement in equity priority communities by protecting tenants, helping homeowners remain in place, and funding affordable housing.



Policy LU 8.6

Safe and Sanitary Homes. Encourage homes and neighborhoods that are free of environmental health hazards.



Policy LU 8.7

Access to Parks and Recreation. Provide attractive, comfortable, and safe pedestrian and cyclist access to public parks and recreational facilities in and near equity priority communities.

ACTIONS



Action LU 8.8

Streetscape and Safety Improvements. Work with residents in equity priority communities to identify sidewalk, lighting, landscaping, and roadway improvements needed to improve routes to parks, schools, recreation facilities, and other destinations within the community. Prioritize investments to address health disparities in equity priority communities in the annual Capital Improvement Program.



Action LU 8.9

Equity Priority Community Mapping. Regularly update the map identifying equity priority communities with data from CalEnviroScreen or other sources, including information from community members.



Action LU 8.10

Equity Priority Communities Plan. Prepare a plan for the equity priority communities that addresses the needs of each community, including health, safety, and improved circulation with community input. The plan shall seek to ensure the streets in each community are measurably safe, include ADA accessibility, and have adequate on-street parking. Changes included in the plan shall be developed and enacted with the express purposes of improving health, safety, and welfare for the members of each community.



Action LU 8.11

City Services. Work with residents in equity priority communities to identify services that the City or other partners could provide to improve safety, sanitation, and security in these neighborhoods.



Action LU 8.12

Neighborhood Beautification. Support and promote neighborhood clean-up and beautification initiatives in equity priority communities, including in partnership with neighborhood organizations.

Access to Healthy Food

POLICIES



Policy LU 8.13 Locally Grown Food. Increase access to fresh food by allowing and encouraging local food production, micro agriculture, edible landscapes, rooftop gardens, community gardens, and urban farms, and by distributing information about community-supported agriculture programs that provide affordable access to fresh food.



Policy LU 8.14 Retail Food Sources. Strive to ensure that all households in San Mateo, including those in equity priority communities, have access to retail sources of affordable healthy food, including organic options, such as full-service grocery stores, specialty food markets, farmers markets and/or community gardens, and convenience stores with fresh food options, by working to retain existing retail sources and attract new ones.

ACTIONS



Action LU 8.15 Healthy Food Access. Support the work of San Mateo County Health and other local partners to:

- Continue and expand the ability to use the Electronic Benefit Transfer (EBT) program at farmers' markets and other sources of healthy food.
- Implement programs to encourage markets and convenience stores to stock fresh produce and other healthy foods.
- Encourage restaurants to enlist restaurants in the CalFresh Restaurant Meals Program, which allows people at a high risk of chronic hunger to use CalFresh benefits to buy prepared meals at participating restaurants.
- Continue to provide and expand the subsidized senior lunch program at the San Mateo Senior Center and the Congregate Nutrition Program at the King Center Community Center.



Action LU 8.16 Urban Agriculture. Develop City regulations that encourage urban agriculture, community gardens, and farm stands, as appropriate.



COMMUNITY ENGAGEMENT

Community engagement and resident participation is a high priority for San Mateo. The Strive San Mateo General Plan 2040 aims to engage all residents and stakeholders on matters of development, growth, and public policy in ways that are inclusive, equitable, and give everyone an opportunity to participate in the process. Public engagement with disadvantaged communities can help identify programming and policy changes to allow for improvements where it is needed most. However, many members of vulnerable populations and disadvantaged communities face barriers to meaningful engagement. For example, people with disabilities may have difficulty accessing a meeting location or hearing verbal dialogue. Non-English speakers may have difficulty reading meeting notices or meeting materials in English. Low-income households may be more likely to work multiple jobs or do shift work that precludes attending evening meetings. It is important to understand the specific vulnerable populations and disadvantages faced by San Mateo residents to minimize the barriers to their participation. This General Plan takes the approach of incorporating community engagement goals, policies, and actions into all of its elements; therefore, policies and actions focused on community engagement can also be found throughout the General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL LU-9 Include everyone in community development decisions for a shared, sustainable future.

POLICIES



Policy LU 9.1

Inclusive Outreach. Notify the community when planning and development decisions are being considered and inform community members about how they can engage in the process. Use outreach and engagement methods that encourage broad representation and are culturally sensitive, particularly for equity priority communities.

**Policy LU 9.2**

Equitable Engagement. Provide support for increased community participation in the planning and development processes, particularly in areas with language barriers or a concentration of low-income households that have been historically underrepresented and/or disproportionately impacted by traffic and municipal or industrial uses.

**Policy LU 9.3**

Development Projects. Communicate clearly how and at what stages members of the public can provide input on development projects under review and ensure public awareness of all the factors the City must consider in approving or denying a project.

**Policy LU 9.4**

Applicant Communications. Require that sponsors of new development projects, especially those that require Planning Commission and/or City Council approval, have early, frequent, and meaningful communication with affected community members and stakeholders, including members of equity priority communities.

ACTIONS

**Action LU 9.5**

Community Partners. Work with community-based organizations and community partners to engage members of equity priority communities in planning and policy decisions.

**Action LU 9.6**

Community Surveys. Periodically conduct statistically reliable community surveys, representative of the demographics of the population, to gauge community service needs, policy preferences, and effective communication methods.

**Action LU 9.7**

Communications Strategy. Develop a communications strategy that outlines goals and tactics to engage a broad cross-section of the community.

- Prepare public notices and other materials in the predominant language(s) spoken in the community and provide interpretation services at meetings as needed.
- Make public notices and other important documents available in print at local libraries, community centers, or other gathering places.
- Use culturally appropriate approaches.
- When possible, schedule and locate meetings to be convenient for community members to attend.
- Use the City's website, social media, and other communication channels to share information about how community members can participate in public meetings.
- Gather data to understand the economic, gender, age, and racial diversity of the affected population before designing communication approaches aimed at reaching the affected population.
- Provide notification and outreach for development projects using clear and easy-to-understand language to ensure all stakeholders and interested community members understand and have the ability to engage in the development review process.



CLIMATE CHANGE AND LAND USE

Climate change is driven by an increase in (GHGs in Earth's atmosphere, trapping more heat near the surface and changing Earth's climate in a number of ways. These changes often include increasing the frequency and severity of natural hazards, either directly (such as causing summer temperatures to reach dangerously high levels) or indirectly (such as warm temperatures and droughts leading to more dry vegetation, increasing wildfire risks). The hazardous situations created or exacerbated by climate change may result in an increased chance of personal injury or other harm, a greater risk of damage to buildings and infrastructure, and disruption of essential services, among other hardships. San Mateo, like most communities in California, is expected to experience multiple direct impacts as a result of climate change, including potential flooding, sea level rise, wildfires, drought, extreme heat, and negative effects on public health and biodiversity.

Land use decisions and regulations can decrease GHG emissions by affecting how frequently and how far people drive (the single greatest source of GHGs in San Mateo) and how much electricity or natural gas is used in buildings. Land use decisions can also reduce the exposure of people and assets to climate change hazards by locating new development outside of hazard areas and/or designing it to withstand expected future events. This element includes policies and actions aimed at significantly reducing GHG emissions by encouraging sustainable urban design, requiring transit-oriented and mixed-use development, and reducing car dependency. It also supports San Mateo's adopted Climate Action Plan, which is the City's comprehensive strategy to reduce GHG emissions.

Most buildings, both residential and nonresidential, use electricity and natural gas to operate appliances and other pieces of equipment. While sources of electricity have become much cleaner over time and will continue to become cleaner due to State law and utility policies, the GHG emissions associated with using a unit of natural gas has remained constant, as natural gas is a fossil fuel and cannot become a cleaner energy source. To reduce GHG emissions, buildings can be “decarbonized,” or constructed to be mostly electric or all electric, and existing buildings can be electrified as part of retrofit activities. Advances in electric equipment, such as those used for space heating, water heating, and cooking, can also help make building electrification easier and more cost-effective.

Both this Land Use Element and the Safety Element include policies and actions to plan ahead for future climate conditions and protect San Mateo residents from climate hazards. The Public Services and Facilities Element includes policies and actions to promote energy conservation and renewable energy.

While this General Plan includes policy guidance to help reduce GHG emissions, data about existing and projected GHG emissions in San Mateo and strategies for the reduction of GHG emissions can also be found in the City’s Climate Action Plan.

GOALS, POLICIES, AND ACTIONS

GOAL LU-10 Make San Mateo strong and resilient by acting to significantly reduce greenhouse gas emissions and adapt to a changing climate.

POLICIES



Policy LU 10.1 Effects of Climate Change. Consider the effects of climate change in updating or amending the General Plan, disaster planning, City projects, infrastructure planning, future policies, and long-term strategies. Recognize potential climate change consequences, such as sea level rise, flooding, higher groundwater, less availability of drinking water, hotter temperatures, increased wildfire risk, and changing air quality. Prioritize protecting equity priority communities from the disproportionate burden of climate hazards, including against risks of displacement and challenges in rebuilding after major incidents.



Policy LU 10.2 Decarbonized Building Stock. Eliminate the use of fossil fuels as an energy source in all new building construction and reduce the use of fossil fuels as an energy source in the existing building stock at the time of building alteration through requirements for all-electric construction.



Policy LU 10.3 Sustainable Improvements. Ensure that all improvements to existing structures are developed or remodeled in a sustainable and resilient manner.

ACTIONS



Action LU 10.4 Climate Action Plan Implementation. Implement the greenhouse gas reduction strategies to meet the City’s Climate Action Plan emission-reduction goals.



Action LU 10.5 Climate Action Plan Monitoring. Monitor and report progress on the implementation of the City’s Climate Action Plan on an annual basis. Regularly review new opportunities and approaches to reduce emissions consistent with the Climate Action Plan’s goals.



Action LU 10.6 Greenhouse Gas Inventory. Every five years, prepare an updated greenhouse gas emissions inventory consistent with the Climate Action Plan.



Action LU 10.7 Engage the Public in the Climate Action Plan. Provide public information to educate residents and businesses on the Climate Action Plan and to spark behavioral changes in individual energy and water consumption, transportation mode choices, and waste reduction.



Action LU 10.8 Building Decarbonization. Evaluate and adopt reach codes and other policies to decarbonize the building stock.



Action LU 10.9 Resilience of Critical Facilities and Public Infrastructure. Identify critical facilities and public infrastructure in areas vulnerable to climate change hazards, and work to site, design, and upgrade these facilities with consideration for future increases in severity that may occur over the anticipated life of the development. In cases where facilities cannot be sustainably maintained, evaluate the costs and benefits of relocation. Where facilities can be safely sited for the near term, but future impacts are likely, prepare an adaptive management plan detailing steps for maintenance, retrofitting, and/or relocation.



Action LU 10.10 Clean Fuel Infrastructure. Support efforts to build electric vehicle charging stations and clean fuel stations in San Mateo, including hydrogen and sustainably sourced biofuels, as supported by market conditions.



A SUSTAINABLE ECONOMY

The City's fiscal health and livability depend on maintaining a diverse community of businesses that are supported by residents, visitors, and workers. High-quality public services, reliable infrastructure, and local quality of life are critical to attracting, retaining, and growing local businesses. In addition to providing land where businesses can locate and expand, the City plays a key role in building, maintaining, and/or coordinating infrastructure to support businesses, including roadways, water and sewer services, solid waste disposal, and energy and telecommunications systems. The financial resources to address these needs require that the City maintain a healthy and fiscally sustainable budget. This, in turn, depends on cultivating a diverse tax base that includes a broad mix of businesses and balances the need for both housing and job-generating land uses.

The economic success of regional industry clusters, such as technology, life science, and entertainment has generated a concentration of jobs on the Peninsula. As a result, demand for housing from workers moving to the area for job opportunities has increased at a much higher rate than housing production. Limited housing production in the Bay Area region has created a housing shortage, which has in turn led to rising costs and other housing challenges, such as overcrowding and displacement.

A sustainable economy in 2040 will harness the strength of the regional job market to create quality jobs, support the growth of local businesses, and provide local housing opportunities for residents and workers at all income levels. An important component of a sustainable economy includes balancing job growth with housing development to ensure that all workers have an opportunity to live in proximity to their job. There is also a need to support local workers and the local economy by encouraging local hires, living wages, and training for workers, such as an apprenticeship program. The City currently charges a Commercial Linkage Fee for new job-generating construction like offices, hotels, medical buildings, retail, and restaurants to support the creation or preservation of affordable housing to assist lower- and moderate-wage workers who cannot afford the current housing market prices.

During the development of the Strive San Mateo General Plan 2040, the City completed a comprehensive update to the Housing Element. Please refer to the Housing Element for programs aimed at supporting households facing housing challenges, such as overcrowding and potential displacement. The Housing Element also encourages housing for all income groups.

GOALS, POLICIES, AND ACTIONS

GOAL LU-11 Cultivate a diverse, thriving, inclusive, and green economy.

POLICIES

Policy LU 11.1 Economic Development. Prioritize the retention and expansion of existing businesses and attract new businesses that strengthen and diversify the City's economic base.

Policy LU 11.2 Local Employment. Encourage a diverse mix of uses that provide opportunities for employment of residents of all skill and education levels.

Policy LU 11.3 Local Hiring and a Living Wage. Encourage developers and contractors doing work in the city to evaluate hiring local labor from the Bay Area region and providing living wages.

Policy LU 11.4 Diverse Economic Base. Strive to maintain a reasonable similarity between potential job generation and the local job market by maintaining a diverse economic base.

Policy LU 11.5 Jobs to Housing Balance. Strive to maintain a reasonable balance between income levels, housing types, and housing costs within the city. In future area-wide planning efforts, rather than with individual projects, recognize the importance of matching housing choice and affordability with job generation in the city, through an emphasis on the jobs-housing balance.



Policy LU 11.6 Job Training Programs. Collaborate with educational services, nonprofits, labor, and businesses to provide job training programs that meet the needs of businesses and industries. Help connect local businesses with programs, organizations, or educational institutions, such as NOVAworks, College of San Mateo, the San Mateo County Community College District, San Mateo Union High School District, and Small Business Development Centers.

Policy LU 11.7 Apprenticeship Programs. Encourage employers within San Mateo, especially building and construction companies, to evaluate hiring from or contributing to apprenticeship training programs that provide on-the-job training and are certified by the State's Division of Apprenticeship Standards (DAS).

Policy LU 11.8 State-of-the-Art Telecommunications. Support the development of telecommunications policies and infrastructure, including public Wi-Fi, to meet the needs of local businesses and residents and support remote work.

ACTIONS

Action LU 11.9 Quality Local Jobs. Develop programs to retain and attract businesses that provide a living wage, offer health insurance benefits, and match the diverse range of education and skills of San Mateo residents.



Action LU 11.10 Small Business Support. Help small businesses stay and grow by offering tools and support, such as multilingual outreach, assistance accessing free educational services and financing opportunities, connecting with the Chamber of Commerce and Downtown San Mateo Association, and assistance understanding City requirements and preparing for code compliance.

Action LU 11.11 Commercial Displacement. Provide proactive support to local businesses affected by construction and redevelopment by communicating with business owners well in advance of construction and assisting in identifying potential locations for temporary relocation. Encourage and support the retention of existing businesses in new or renovated spaces that are a part of redevelopment projects.

Action LU 11.12 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, and to partner with organizations that offer job training programs, such as the San Mateo County Community College District and San Mateo Union High School District.

Action LU 11.13 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.

GOAL LU-12 Create financial stability for the City by maintaining its ability to pay for public improvements, core infrastructure, and essential services.

POLICIES

Policy LU 12.1 Revenue Generators. Retain and grow existing businesses and attract new businesses that can generate and diversify the City's tax revenue and increase job opportunities to ensure the City has adequate resources for infrastructure improvements and essential City services, such as police, fire, parks, recreation, and libraries.

Policy LU 12.2 Commercial Linkage Fee. Maintain the City's Affordable Housing Commercial Linkage Fee assessed to new nonresidential construction that recognizes the connection between increased workers in San Mateo and increased demand for housing at all levels. Use the fees collected to support the creation or preservation of affordable housing to assist the workers who will make lower or moderate wages and cannot afford the current housing market prices.

ACTION

Action LU 12.3 Fiscal Neutrality. Study the feasibility and potential impacts of adopting a Fiscal Neutrality Policy that would require new development to offset any difference between future tax revenue and the cost of City services to that development. The policy should also consider the City's goals to provide a diverse range of housing affordable to all members of the community.

DEVELOPMENT REVIEW

New development projects in San Mateo go through a planning review process to ensure that all applicable City standards and requirements are addressed. Most development projects require a Planning Application, which is a written request for approval of a project before a building permit application can be submitted. Before a formal Planning Application, applicants usually meet with staff in the Community Development Department to discuss the scope of the project, application requirements, and applicable codes and policies. Most projects also require community outreach and engagement, usually in the form of mailed notification and a neighborhood meeting, prior to a Planning Application submittal to collect early input from residents. Larger projects can also include a Planning Commission study session. These early steps help to ensure success when a project's formal Planning Application is submitted.



Once the Community Development Department receives the plans and required application materials, the project is reviewed by other City departments, like Public Works, Parks and Recreation, Police, and Fire, for completeness and compliance with applicable codes, policies, and City requirements. During this time, the City also determines the scope of the environmental review, which could include an exemption, an Initial Study/Mitigated Negative Declaration, or an Environmental Impact Report, consistent with the California Environmental Quality Act (CEQA). After being deemed complete and finishing the environmental review process, City staff prepare findings and conditions of approval for the project. Depending on the size and scope of the project, and the type of approval being sought, final approval may come from the Zoning Administrator, the Planning Commission, or the City Council.

GOALS, POLICIES, AND ACTIONS

GOAL LU-13 Maintain Development Review and Building Permit processes that are comprehensive and efficient.

POLICIES

Policy LU 13.1 Development Review Process. Review development proposals and building permit applications in an efficient and timely manner while maintaining quality standards in accordance with City codes, policies, and regulations, and in compliance with State requirements.



Policy LU 13.2 Public Education. Promote public awareness of the development review and permitting process.

Policy LU 13.3 Fee Information. Maintain an updated schedule of fees and housing development affordability requirements, all zoning ordinances and development standards, and annual fee or finance reports on the City's website. In addition, maintain archives of impact fee nexus studies, cost of service studies, or equivalent reports for ease of information sharing with the public.

REGIONAL COOPERATION

Many issues addressed in the Strive San Mateo General Plan 2040 extend beyond the city boundaries; therefore, it is important to highlight the need for collaboration between the City and other public agencies on these issues. This General Plan encourages inter-agency cooperation and engagement by the City in current and long-range plans prepared by other regional agencies, such as Plan Bay Area. The Metropolitan Transportation Commission (MTC), in partnership with the Association of Bay Area Governments (ABAG), prepared Plan Bay Area 2050, which includes strategies that connect housing, the economy, transportation, and the environment. The vision of the plan is to ensure the Bay Area is affordable, connected, diverse, healthy, and vibrant for all by the year 2050. Plan Bay Area focuses on land use and transportation investments in Priority Development Areas, which are areas identified by local jurisdictions where housing and job growth will be concentrated close to public transit. San Mateo has identified five Priority Development Areas that are included in Plan Bay Area 2050.

GOALS, POLICIES, AND ACTIONS

GOAL LU-14 Collaborate and communicate with other public agencies regarding regional issues.

POLICIES

- Policy LU 14.1 Interagency Cooperation.** Promote and participate in cooperative planning with other public agencies and the jurisdictions within San Mateo County, such as the 21 Elements regional collaboration, regarding regional issues such as water supply, traffic congestion, rail transportation, wildfire hazards, air pollution, waste management, fire services, emergency medical services, and climate change.
- Policy LU 14.2 Public Agency Developments.** Require developments constructed by other governmental agencies to conform to the City's General Plan, Zoning Ordinance, and other development regulations, to the extent possible.
- Policy LU 14.3 Plan Bay Area.** Remain engaged in current and future long-range plans prepared by Metropolitan Transportation Commission (MTC), Association of Bay Area Governments (ABAG), and other regional organizations to influence and be aware of projected growth assumptions for San Mateo and regional priorities for transportation, infrastructure, and the economy that could affect the city.
- Policy LU 14.4 Priority Development Areas.** Support the strategies outlined in Plan Bay Area 2050, especially within City-identified Priority Development Areas.



GENERAL PLAN MAINTENANCE

Long-range planning in San Mateo does not end with the adoption of the Strive San Mateo General Plan 2040. To achieve the community's vision, decisions about development projects, capital improvements, specific plans, and other plans and policies affecting land use, transportation, and the physical environment will need to be consistent with this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL LU-15 Ensure that the City's General Plan is consistent with State law, legally adequate, and up to date.

POLICIES

Policy LU 15.1 General Plan Amendments. Amendments to the General Plan shall be considered as needed. Revisions to the General Plan may be needed to ensure that elements remain consistent with each other and in compliance with State law.

Policy LU 15.2 Specific and Master Plans. All adopted plans, including transportation plans, Specific Plans, and Master Plans, shall be consistent with this General Plan.

ACTIONS

Action LU 15.3 Annual General Plan Progress Report. Submit an Annual Progress Report on the status of the General Plan implementation to the City Council and to the Office of Planning and Research by April 1 of each year, per Government Code Section 65400.

Action LU 15.4 Specific Plans and Master Plans. Review all adopted Specific Plans and Master Plans and determine if updates are needed for consistency with this General Plan or if any out-of-date plans should be retired.



CHAPTER 3

Circulation Element





CIRCULATION ELEMENT

INTRODUCTION

This Circulation Element provides the policy framework for attaining a future multimodal transportation system that meets the community's needs, is sustainable, advances environmental justice, and improves the community's welfare. This element promotes a circulation system that serves the land use plan in the Land Use Element and is designed for all users and modes of transportation, welcomes innovation, and addresses the challenges of roadway improvements and parking.

For the larger Bay Area region, the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC) coordinate transportation and land use planning through the Regional Transportation Plan/Sustainable Communities Strategy, known as Plan Bay Area 2050. Plan Bay Area 2050 guides transportation funding and policy decisions for the region.

Transportation is the movement of people and goods and plays a significant role in a community's quality of life. A well-planned circulation system allows people and goods to get from where they are to where they want or need to go in an equitable, efficient, and timely manner. People, regardless of socioeconomic status, age, and physical ability, should be able to move around using many modes of transportation, whether that is walking, bicycling, using a mobility device, taking transit, driving, or other emerging technologies. Just as important, the circulation system plays a critical role in creating and enhancing public spaces like sidewalks, paseos, and pedestrian plazas for community interaction; providing access for goods to be transported and delivered; and managing the amount and location of parking and curbside access. With this in mind, the Circulation Element presents the priorities for developing a multimodal transportation network in the city based on a complete streets approach.

This element addresses these eight transportation priorities:

- Multimodal Transportation Network
- Transportation Demand Management
- Pedestrian Network
- Bicycles and Micromobility Network
- Transit Services
- Roadway Network Improvements
- Parking and Curbside Management
- Future Mobility and Technology



RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Increases the safety, convenience, and appeal of walking, bicycling, and transit use to reduce reliance on gas-powered vehicles, one of the City's primary sources of greenhouse gas (GHG) emissions.
- Requires new development to include specific, measurable strategies to reduce motor vehicle trips.
- Establishes new parking management practices to support both economic growth and environmental sustainability.
- Encourages urban spaces that promote walking and multi-modal transportation improvements, through methods such as requiring sidewalks as part of new development or through the implementation of a "superblock" or similar concept in the downtown that focuses on creating car-light realms.



Environmental Justice in this Element:

- Reduces single-occupant vehicle trips to reduce air pollution that causes acute and chronic illnesses in equity priority communities.
- Prioritizes new transportation amenities in equity priority communities based on community input and data analysis.
- Recommends safety improvements near transit stops and supports collaboration with transit agencies to improve transit services for residents who cannot drive or do not have access to a car.



Community Engagement in this Element:

- Ensures that the City will involve the community early in the process so that future improvements in neighborhoods reflect community input.
- Engages seniors, students, transit users, community organizations, and residents of equity priority communities to provide input on solutions for different users.





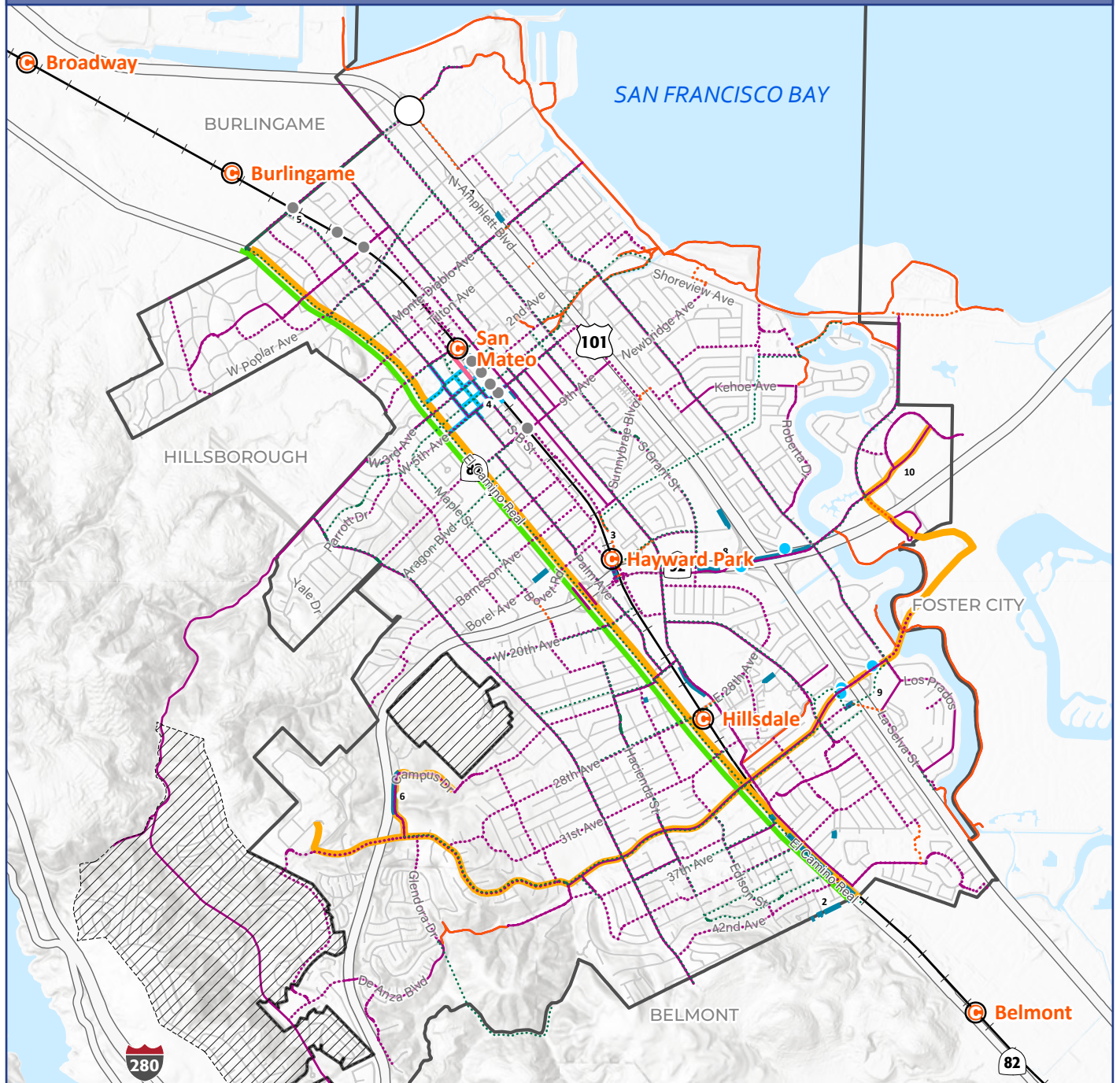
MULTIMODAL TRANSPORTATION NETWORK

In transportation planning, “modes” refer to different ways of getting around: walking, bicycling, riding transit, and driving. A “multimodal” transportation network accommodates many different modes of transportation, while embracing complete streets principles. A complete street includes safety improvements that benefit all users (i.e., drivers, pedestrians, and bicyclists) and incorporates green infrastructure elements to improve stormwater quality. By increasing travel options that don’t rely solely on driving, GHG emissions and congestion from the transportation system can be reduced. Figure C-1 represents possible options for the 2040 Circulation Network; while the identified pedestrian, bicycle, and transit improvements may change over the lifespan of the Strive San Mateo General Plan 2040, the goal will be to complete travel gaps and maintain and improve the transportation network as the city grows.

Achievement of a multimodal transportation network requires both big-picture policy direction and focused policies and actions for infrastructure improvements. The policies and actions in this section provide a high-level approach to attain a multimodal network, with subsequent sections focused on the programmatic infrastructure policies, including those focused on biking, pedestrians, and transit use, to support such a network. In addition to this Circulation Element, the Land Use Element includes Action LU 5.3 to implement multi-modal improvements along El Camino Real.

Recognizing the importance of improving the safety of the multimodal transportation network, this element also includes a Vision Zero policy. Vision Zero is based on the five elements of a Safe Systems Approach advanced by the Federal Highway Administration to eliminate traffic fatalities and serious injuries on the roadways: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.

Figure C-1 2040 Circulation Scenario (Specific improvements may change)



Line Improvements

- Transit Improvements
- El Camino Real Bikeway, Public Realm & BRT Improvements
- ⋯ 2012 Proposed Pedestrian Priority Network
- Existing Bikeways
- ⋯ Proposed Bikeways
- Existing Shared Bike and Ped Path
- ⋯ Proposed Shared Bike and Ped Path
- Pedestrian Improvements, Diverted Traffic
- Missing Sidewalks

Crossing Improvements

- Proposed Peninsula Interchange Project
- Proposed Pedestrian Crossing Improvements
- Current Caltrain At-Grade Crossings

- City Limits
- Sphere of Influence
- C Caltrain Station
- Existing Pedestrian Mall (Street Closure)



00 0.25 .5 1 Miles

Source ESRI, 2022; PlaceWorks, 2022.

TRANSPORTATION INFRASTRUCTURE FUNDING

San Mateo uses a variety of federal, State, regional, and local sources of funding for transportation infrastructure. While these funding sources fluctuate over time, they have proven to be reasonably reliable. Different sources can be used for different types of projects, and many sources are restricted to specific uses. For example:

- Federal sources, like the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants and the Fixing America's Surface Transportation (FAST) Act, can be used for roadway improvements, bridges, trails, and bicycle facilities.
- Funding from the California High Speed Rail Authority and the San Mateo County Transportation Authority (SMCTA) was used for Caltrain grade separation projects.
- Measure S, a local quarter-cent sales tax, can be used to fund pavement maintenance.

Individual transportation plans, such as the Bicycle Master Plan and the Pedestrian Master Plan, include detailed sections on costs and potential funding sources for the specific types of projects described.

GOALS, POLICIES, AND ACTIONS

GOAL C-1 Design and implement a multimodal transportation system that prioritizes walking, bicycling, and transit, and is sustainable, safe, and accessible for all users; connects the community using all modes of transportation; and reduces vehicle miles traveled (VMT) per capita.

POLICIES



Policy C 1.1 Sustainable Transportation. Reduce greenhouse gas (GHG) emissions from transportation by increasing mode share options for sustainable travel modes, such as walking, bicycling, and public transit.



Policy C 1.2 Complete Streets. Apply complete streets design standards to future projects in the public right-of-way and on private property. Complete streets are streets designed to facilitate safe, comfortable, and efficient travel for all users regardless of age or ability or whether they are walking, bicycling, taking transit, or driving, and should include landscaping and shade trees as well as green streets stormwater infrastructure to reduce runoff and pollution.

Policy C 1.3 Vision Zero. Use a safe systems approach for transportation planning, street design, operations, emergency response, and maintenance that proactively identifies opportunities to improve safety where conflicts between users exist to eliminate traffic fatalities and serious injuries in our roadways.



Policy C 1.4 **Prioritize Pedestrian and Bicycle Mobility Needs.** Prioritize local pedestrian and bicycle projects that enhance mobility, connectivity, and safety when designing roadway and intersection improvements.



Policy C 1.5 **El Camino Real.** Facilitate efficient travel and pedestrian safety along El Camino Real.



Policy C 1.6 **Transit-Oriented Development.** Increase access to transit and sustainable transportation options by encouraging high-density, mixed-use transit-oriented development near the City's Caltrain stations and transit corridors.



Policy C 1.7 **Equitable Multimodal Network.** Prioritize new amenities, programs, and multimodal projects, developed based on community input and data analysis, in San Mateo's equity priority communities.

Policy C 1.8 **New Development Fair Share.** Require new developments to pay a transportation impact fee to mitigate cumulative transportation impacts.

Policy C 1.9 **Dedication of Right-of-Way for Transportation Improvements.** Require dedication of needed right-of-way for transportation improvements identified in adopted City plans, including pedestrian facilities, bikeways, and trails.



Policy C 1.10 **Inclusive Outreach.** Involve the community in the City's efforts to design and implement a multimodal transportation system that is sustainable, safe, and accessible for all users. Use outreach and engagement methods that encourage broad representation and are culturally sensitive, particularly for equity priority communities.

ACTIONS

Action C 1.11 **Complete Streets Plan.** Complete and implement the Complete Streets Plan to improve the City's circulation network to accommodate the needs of street users of all ages and abilities.

Action C 1.12 **Vision Zero Plan.** Complete and regularly update a plan that uses a safe systems approach to work towards Vision Zero and identifies specific citywide changes to policies, practices, funding, and other action items that will reduce speeding, collisions, and collision severity.



Action C 1.13 **El Camino Real Improvements.** Collaborate with Caltrans, SamTrans, and other partners to support accommodating higher-capacity and frequency travel along El Camino Real, Bus Rapid Transit, and other modes of alternative transportation.



Action C 1.14 **Transit-Oriented Development Pedestrian Access Plan.** Coordinate with interagency partners and community stakeholders to seek funding opportunities to design, construct, and build the priority projects identified in the Transit-Oriented Development Pedestrian Access Plan.



Action C 1.15 **Safe Routes for Seniors.** Develop a "safe routes for seniors" program to promote active transportation connections for seniors in collaboration with seniors' organizations. Prioritize improvements for seniors in equity priority communities.

Action C 1.16 **Residential Speed Limits.** Evaluate opportunities to reduce speed limits on residential streets to 20 miles per hour.

- Action C 1.17 Data-Driven Approach to Project Design and Prioritization.** Inform the prioritization of improvement projects through the consistent collection and analysis of modal activity data that reveals where the highest concentration of pedestrian, bicycle, and transit trips occur, and study routes and places people would like to access but are currently unable to because of limitations in pedestrian, bicycle, and transit infrastructure.
- Action C 1.18 Safety Education.** Pursue safety education to increase awareness for all street users.
- Action C 1.19 Transportation Funding.** Regularly update adopted City master plans to secure reliable funding for transportation infrastructure projects identified in these plans.
- Action C 1.20 Transportation Fees.** Adopt and maintain fees and fiscal policies to fund circulation improvements and programs equitably and achieve operational goals.
- Action C 1.21 Performance and Monitoring.** Monitor the City's mode split progress on reducing VMT and reducing GHG emissions from VMT, as data is available.

TRANSPORTATION DEMAND MANAGEMENT

Transportation Demand Management (TDM) is an approach that promotes the use of modes other than driving alone, using a multimodal transportation network that provides safe and accessible options for travelers. TDM programs help the City achieve its sustainability and environmental justice goals by reducing the amount of GHG emissions from vehicle trips. These programs have successfully expanded access to other transportation modes and reduced car trips in specific plan areas near the Hillsdale and Hayward Park Caltrain stations and from recent development projects. Examples of TDM strategies include providing free or subsidized transit passes for employees or residents, offering carshare discounts, offering on-site bicycle parking and repair stations, shuttle services, and other bicycle and pedestrian amenities.

San Mateo will continue to require and expand the use of TDM strategies by developing a citywide TDM ordinance, working to secure funding for new TDM programs, and educating residents, developers, employers, and employees about transportation options and incentive programs. The citywide ordinance will establish trip-reduction requirements to be met by development, include measures to consider for reaching these goals, and consider options if projects fall short of the trip-reduction requirements. Through implementation of this ordinance, the City can shift trips from single-occupancy vehicle to multiple modes, using the multimodal circulation network envisioned in this element.



GOALS, POLICIES, AND ACTIONS

GOAL C-2 Use transportation demand management (TDM) to reduce the number and length of single-occupancy vehicle trips through policy, zoning strategies, and targeted programs and incentives.

POLICY



Policy C 2.1 TDM Requirements. Require new or existing developments that meet specific size, capacity, and/or context conditions to implement TDM strategies.

ACTIONS

Action C 2.2 Implement TDM Ordinance. Develop and implement a citywide TDM ordinance for new developments with tiered trip reduction and VMT reduction targets and monitoring that are consistent with the targets in their relevant area plans. Reduce parking requirements for projects that include TDM measures.

Action C 2.3 Education and Outreach. Pursue education for developers and employees about programs and strategies to reduce VMT, parking demand, and the resulting benefits.

Action C 2.4 Leverage TDM Partnership Opportunities. Work with regional partners to identify and fund TDM strategies that can be implemented at new and existing developments.

Action C 2.5 Facilitate TDM Services. Facilitate the provision of TDM services to employees and residents through development agreements, Transportation Management Associations, and coordination with regional partners.

Action C 2.6 Travel to Schools. Reduce school-related VMT and support student health by collaborating with private and public partners to increase the number of students walking or bicycling to school through expanded implementation of Safe Routes to School, including educating students and the community about the benefits of walking and bicycling and making physical improvements to streets and neighborhoods that make walking and bicycling safer. Prioritize school travel safety improvements in equity priority communities.

Action C 2.7 New Development Shuttle Services. Encourage new developments to provide shuttle services as an option to fulfill TDM requirements. Shuttles should serve activity centers, such as the College of San Mateo, Caltrain stations, downtown, the Hillsdale Shopping Center, or other areas and should accommodate the needs and schedules of all riders, including service workers.

Action C 2.8 Unbundled Parking. Encourage residential developments to unbundle the costs of providing dedicated parking spaces. Encourage additional parking capacity created by unbundling to be reallocated as shared or public parking spaces.



PEDESTRIAN NETWORK

A safe and easy-to-navigate pedestrian network with connections to transit, schools, commercial areas, and parks and recreation facilities provides a healthier and more sustainable way to travel. Figure C-1 shows a representation of San Mateo’s 2040 Circulation Network, which includes the existing and planned pedestrian network from the Pedestrian Master Plan. The future pedestrian network will include improvements from other adopted or future City plans, such as an updated Pedestrian Master Plan, the Transit-Oriented Development Pedestrian Access Plan, and the Complete Streets Plan.

Nearly every street in San Mateo has a sidewalk, with some exceptions in the single-family neighborhoods of San Mateo Park and Sugarloaf. Downtown includes a permanent pedestrian mall along B Street between 1st and 3rd Avenues, which is a pedestrian-only zone with space for outdoor dining and special events in the public right-of-way. Moving forward, the City plans to increase car-light spaces in the downtown by implementing elements of a “superblock” design that prioritizes pedestrian spaces. The City also plans for pedestrian improvements through the Safe Routes to School program, which encourages students and families to travel to school by means other than a car.

The City uses a data-driven approach to focus pedestrian safety improvements on the areas with the greatest need. For example, the Americans with Disabilities Act (ADA) citywide assessment evaluated City facilities, right-of-ways, and programs to identify and prioritize measures to remediate ADA deficiencies. A similar approach was undertaken to identify pedestrian improvements needed to support safe walking routes for seniors. The City’s Age Friendly Action Plan used public data to identify likely walking routes for older adults and whether sidewalk improvements were needed to improve these routes.

While this element establishes the big-picture pedestrian policy framework for San Mateo, the City has two completed implementation plans that identify projects and policies to create a more walkable future:

- The San Mateo Pedestrian Master Plan (PMP) includes a list of priority pedestrian infrastructure recommendations for corridors and intersections throughout the city. The PMP introduces a new Greenway Pedestrian Corridor Network, a pedestrian-friendly network of streets that are intended to improve pedestrian connections to neighborhood destinations, transit, and recreational opportunities. Improving the pedestrian network for all abilities and ages is one of the PMP’s primary objectives.
- The 2022 Transit Oriented Development (TOD) Pedestrian Access Plan provides a roadmap to enhance pedestrian safety and create comfortable walking routes to transit for all ages and abilities. The plan focuses on improving conditions for pedestrians around the city’s three Caltrain stations and along El Camino Real.

GOALS, POLICIES, AND ACTIONS

GOAL C-3 Build and maintain a safe, connected, and equitable pedestrian network that provides access to community destinations, such as employment centers, transit, schools, shopping, and recreation.

POLICIES



Policy C 3.1 Pedestrian Network. Create and maintain a safe, walkable environment in San Mateo to increase the number of pedestrians. Maintain an updated recommended pedestrian network for implementation. Encourage “superblock” or similar design in certain nodes of the city, such as the downtown, that allows vehicle access at the periphery and limits cut-through vehicles to create pedestrian-focused, car-light spaces.



Policy C 3.2 Pedestrian Enhancements with New Development. Require new development projects to provide sidewalks and pedestrian ramps and to repair or replace damaged sidewalks, in addition to right-of-way improvements identified in adopted City master plans. Encourage new developments to include pedestrian-oriented design to facilitate pedestrian path of travel.



Policy C 3.3 Right-of-Way Improvements. Require new developments to construct or contribute to improvements that enhance the pedestrian experience, including human-scale lighting, streetscaping, and accessible sidewalks adjacent to the site.

ACTIONS

Action C 3.4 Implement Pedestrian Improvements. Prioritize implementation of goals, programs, and projects in the City’s adopted plans that improve the comfort, safety, and connectivity of the pedestrian network.

Action C 3.5 Pedestrian Trails and Routes Awareness. Increase awareness of existing trails and routes by working with outside agencies and developers to promote these amenities to residents. Continue collaborating with the County on development of the trail network.

Action C 3.6 Access for Users of All Ages and Abilities. Implement the ADA Transition Plan and maintain accessible streets and sidewalks. Use ADA requirements when implementing design standards.

Action C 3.7 Pedestrian Connectivity. Incorporate design for pedestrian connectivity across intersections in transportation projects to improve visibility at crosswalks for pedestrians and provide safe interaction with other modes. Design improvements should focus on increasing sight lines and removing conflicts at crosswalks.

Action C 3.8 Safe Routes to School. Fund and implement continuous Safe Routes to School engagement and improvements with San Mateo elementary, middle, and high schools, and provide support to increase number of students walking and bicycling to school.

Action C 3.9 Downtown Pedestrian Mall. Complete design and fund improvements to fully transition B Street between 1st Street and 3rd Street into a pedestrian mall.

BICYCLES AND MICROMOBILITY NETWORK

Biking or traveling by other micromobility devices is an efficient, healthy, and sustainable mode of travel. Micromobility devices are small, lightweight, and typically low-speed, such as bicycles, electric-assisted or electric bicycles and scooters, hoverboards, and skateboards. Infrastructure supporting bicycling and micromobility devices complements the pedestrian network, and it is an important component of the city's multimodal transportation system.

Bicycles and micromobility devices allow people to reach destinations that they might otherwise drive to, and are well-suited for shorter trips that comprise the majority of San Mateans' transportation needs. They also help travelers complete their first- and last-mile transit connections, closing a travel gap that many people find too far to walk because of time constraints, safety concerns, and mobility issues. San Mateo's existing bicycle network provides some connections to destinations within the city and to neighboring city bikeway networks. The City's Bicycle Master Plan describes the existing and proposed bikeway network in more detail and includes programs and policies to help implement the goals outlined in the plan. In implementing the Bicycle Master Plan, the City will continue to build a safe and efficient bicycle and micromobility network.

The San Mateo bicycle network contains six classifications of existing and planned bicycle facilities as described herein. The classifications are described in order of the level of separation between bicyclists and motorists. Shared-use paths offer the most separation, while bicycle routes would require bicyclists to ride alongside motorists.

- **Shared-use paths (Class I):** Off-road pathways designed for people walking, biking, and rolling (e.g., skateboard or scooter).
- **Separated bike lanes (Class IV):** A designated lane separated from vehicular traffic by a buffer with vertical protection (e.g., flexible posts, planters, parked vehicles, curbs).
- **Buffered bike lanes (Class II):** A designated bicycle lane adjacent to vehicular traffic separated by a striped buffer area on the pavement.
- **Standard bike lanes (Class II):** A designated bicycle lane directly adjacent to vehicular traffic.
- **Bicycle boulevards (Class III):** Bicyclists share a lane with vehicular traffic and are identified with bicycle signage and pavement markings to increase driver awareness of bicyclists and aid bicyclists with navigation; however, bicycle boulevards include traffic-calming treatments and are solely implemented on low-speed (i.e., less than 25 miles per hour) and low-volume (i.e., less than 3,000 vehicles per day) streets to ensure they are low-stress facilities.
- **Bicycle routes (Class III):** Bicyclists share the lane with vehicular traffic and are identified with bicycle signage and pavement markings to increase driver awareness of bicyclists and aid bicyclists with navigation. The City is phasing out this type of route within the bicycle network and upgrading to other facility types.



GOALS, POLICIES, AND ACTIONS

GOAL C-4 Build and maintain a safe, connected, and equitable bicycle and micromobility network that provides access to community destinations, such as employment centers, transit, schools, shopping, and recreation.

POLICIES



Policy C 4.1 **Bicycle Network.** Create and maintain a bicycle-friendly environment in San Mateo and increase the number of people who choose to bicycle.



Policy C 4.2 **Bicycle Master Plan.** Maintain an updated recommended bicycle network for implementation in the adopted Bicycle Master Plan and related City plans.



Policy C 4.3 **First- and Last-Mile Connections.** Encourage and facilitate provision of bicycle parking and shared mobility options at transit centers and other community destinations to provide first- and last-mile connections.

Policy C 4.4 **Bicycle-Related Technology.** Explore ways to use technology to improve bicycle safety and connectivity.



Policy C 4.5 **Bicycle and Shared Mobility-Related Technology.** Explore ways to use technology to improve bicycle and shared mobility safety and connectivity.



Policy C 4.6 **Bicycle Improvements.** Require new developments to construct or contribute to improvements that enhance the cyclist experience, including bicycle lanes.



Policy C 4.7 **Coordination with Other City Projects.** Maximize opportunities to implement bicycle facilities through other City of San Mateo projects.



Policy C 4.8 **Interjurisdiction Coordination.** Continue to coordinate with adjacent jurisdictions and regional partners in the development of connected bicycle and pedestrian facilities and regional trails, as identified in adopted City plans.

ACTIONS

Action C 4.9 **Bicycle Master Plan Implementation.** Implement the Bicycle Master Plan's recommended programs and projects to create and maintain a fully connected, safe, and logical bikeway network and coordinate with the countywide system. Update the Bicycle Master Plan and related adopted City plans to reflect future bicycle and micromobility facility needs to support the City's circulation network.

Action C 4.10 **Paving Coordination.** Coordinate and fund the implementation of bicycle facilities and pedestrian improvements identified in the Bicycle and Pedestrian Master Plans with the City's paving program.

- Action C 4.11 Connectivity Across Freeway Barriers.** Conduct feasibility studies and design alternatives for overcrossings and undercrossings at US Highway 101 and State Route 92 to facilitate connectivity across major barriers.
- Action C 4.12 Bay Trail.** Identify State and County programs to maintain safe pedestrian and bicycle access to and extension of the San Francisco Bay Trail through coordination with neighboring jurisdictions.
- Action C 4.13 Crystal Springs.** Pursue safe pedestrian and bicycle access to San Francisco Water District lands via Crystal Springs Road through coordination with the Town of Hillsborough and with State and County assistance.
- Action C 4.14 Bicycle Detection Devices.** Install signal modifications on existing and planned bikeways to detect bicyclists and micromobility users' presence at intersections and facilitate their safe movement through the intersection.
- Action C 4.15 Increased Bicycle Capacity on Caltrain and SamTrans.** Coordinate with Caltrain and SamTrans to support/increase bicycle capacity on transit vehicles and to provide an adequate supply of secure covered bicycle and micromobility parking at Caltrain stations, transit centers, and major bus stops.





TRANSIT SERVICES

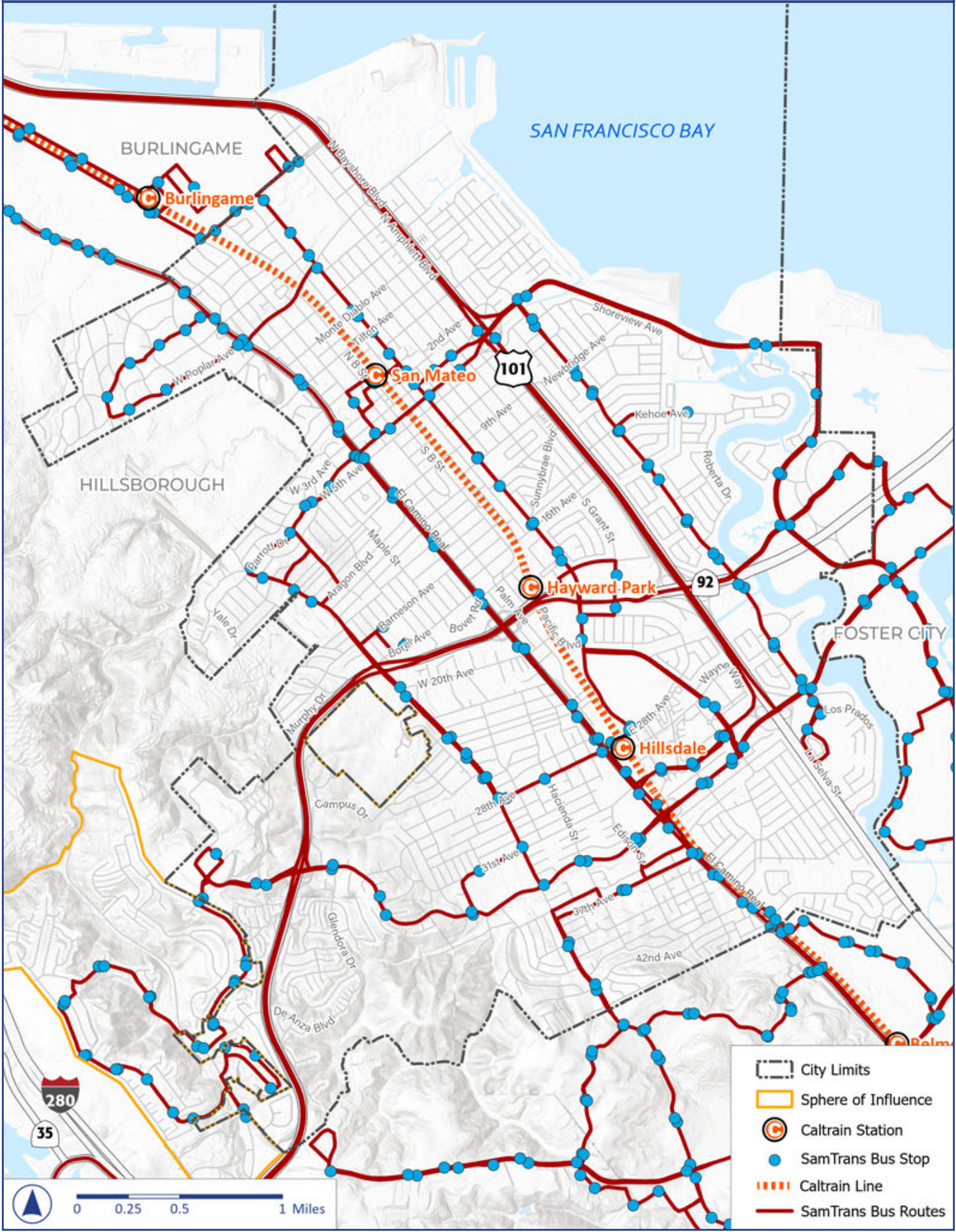
Public transit plays an important role in the multimodal transportation network by providing an efficient and affordable transportation option, offering equitable, economic, and community health benefits. Transit providers' primary objectives are to increase mobility options, reduce congestion, improve the environment by reducing GHG emissions, and contribute to the region's economic success by connecting workers, visitors, and other travelers to their destinations. Transit service is most successful in reaching these goals when there is a land use pattern focusing housing and jobs near transit, as the General Plan Land Use Map (Figure LU-1 in the Land Use Element) aims to do.

Local transit services are primarily provided by Caltrain, a commuter rail system, and SamTrans, a public bus service. Additional shuttle services are funded by various agencies and private companies that offer first- and last-mile connections from Caltrain stations. Figure C-2 shows the Caltrain stations and SamTrans bus stops and routes within San Mateo as of 2023.

Caltrain provides multiple connections to other transit operators around the Bay Area, enabling travelers to reach regional destinations. In San Mateo, Caltrain has three stations: San Mateo Station, Hayward Park Station, and Hillsdale Station, of which, the Hillsdale Station has express service (i.e., Baby Bullet). To improve commuter rail service, Caltrain adopted the Caltrain 2040 Long Range Service Vision to guide the long-range development of rail service. The Vision plans for a future with substantially expanded rail service and new regional and mega-regional connections and includes a business plan to work towards the vision. As an immediate effort to improve service, Caltrain is working on the Peninsula Corridor Electrification Project, which will provide increased service throughout the network and provide the infrastructure needed for High-Speed Rail.

There are multiple SamTrans bus routes that operate within and through the City Limits. These routes connect to Caltrain and Bay Area Rapid Transit (BART) stations, and local and regional destinations, such as the San Mateo Central Park, Downtown, Hillsdale Shopping Center, and San Francisco International Airport. SamTrans' long-range service plan, called ReImagine SamTrans, plans for operational improvements such as increased bus frequency and new routes and connections, including enhanced transit access on the El Camino Real corridor.

Figure C-2 Transit Routes



Source: ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.



Although the City does not directly provide transit service, there are many things the City can do to make it easier, safer, and more appealing to use transit in San Mateo. The City's Complete Streets Plan includes policy guidance and proposes improvements for pedestrian, bicycle, and micromobility connections to transit. Further, the Transit-Oriented Development Pedestrian Access Plan identifies specific improvements to enhance pedestrian access to the City's current transit stations. Creating a circulation system that improves access to transit centers and stops, requiring new development projects to include transit supportive features, and working collaboratively with the transit providers to improve the system will bolster transit service in the community.

The City can also support transit providers to make improvements that would encourage ridership, such as:

- Transit priority treatments, such as signal priority, on high-frequency transit corridors.
- Extended hours to provide service for shift workers.
- Free Clipper cards to youth/students.
- Bus rapid transit (BRT), on-demand transit, or microtransit services in San Mateo.
- Caltrain modernization, electrification, transit experience improvements, and increased service frequency.
- Implementation of Caltrain's business plan, including increased service to San Mateo's three stations.
- Caltrain station access improvements such as sidewalks and bikeways near each station that are designed to provide safe and convenient access to and from transit.
- Regional transit integration and expansion to improve seamless access to BART, High-Speed Rail, and other regional transit systems.

GOALS, POLICIES, AND ACTIONS

GOAL C-5 Make transit a viable transportation option for the community by supporting frequent, reliable, cost-efficient, and connected service.

POLICIES



Policy C 5.1 **Transit Ridership.** Support SamTrans and Caltrain in their efforts to increase transit ridership.



Policy C 5.2 **Caltrain.** Support Caltrain as a critical transit service in the city and Peninsula.



Policy C 5.3 **California High-Speed Rail.** Support and facilitate local and regional efforts to implement High-Speed Rail. Work to provide multimodal connections between San Mateo and planned High-Speed Rail stations.

Policy C 5.4 **Safety at At-Grade Rail Crossings.** Eliminate existing at-grade rail crossings to improve safety and local multimodal circulation.



Policy C 5.5 **Transit Improvements.** Support implementation of transit improvements by local and regional transit providers.



Policy C 5.6 **Transit Safety.** Prioritize improvements to increase safety, access, and comfort at transit centers and bus stops in equity priority communities, along commercial corridors, and in dense, mixed-use neighborhoods.



Policy C 5.7 **Transit Access in New Developments.** Require new development projects to incorporate design elements that facilitate or improve access to public transit.

Policy C 5.8 **Transit Education.** Educate the public about the benefits of transit use.

ACTIONS

Action C 5.9 **Grade Separation Study.** Conduct a grade separation feasibility study for all at-grade rail crossings in San Mateo. Identify funding to complete these grade-crossing improvements.



Action C 5.10 **Transit Experience Improvements.** Prioritize installing new transit shelters and benches or other seating and an energy-efficient street lighting program at transit stops in equity priority communities and areas that improve transit access, safety, and experience.



Action C 5.11 **Shuttle Programs.** Continue to support public shuttle programs connecting to Caltrain stations. Work to expand public awareness and access to shuttles and expand shuttle service. Support the implementation of publicly accessible private shuttles.

ROADWAY NETWORK IMPROVEMENTS

A well-planned roadway network is key to supporting safe and efficient travel for all users and accomplishing the transition to a multimodal system, as described throughout this element. Different modes of transportation have different infrastructure needs; by prioritizing improvements that support multiple modes, the City can meet the needs of multiple users. For example, adding bicycle lanes can make bicycling safer and more convenient, encouraging more people to bike instead of drive while also reducing traffic congestion for those who do drive. Another example is lowering vehicle speeds and installing traffic-calming measures in residential neighborhoods improves safety for all roadway users, making walking and bicycling more viable transportation options.

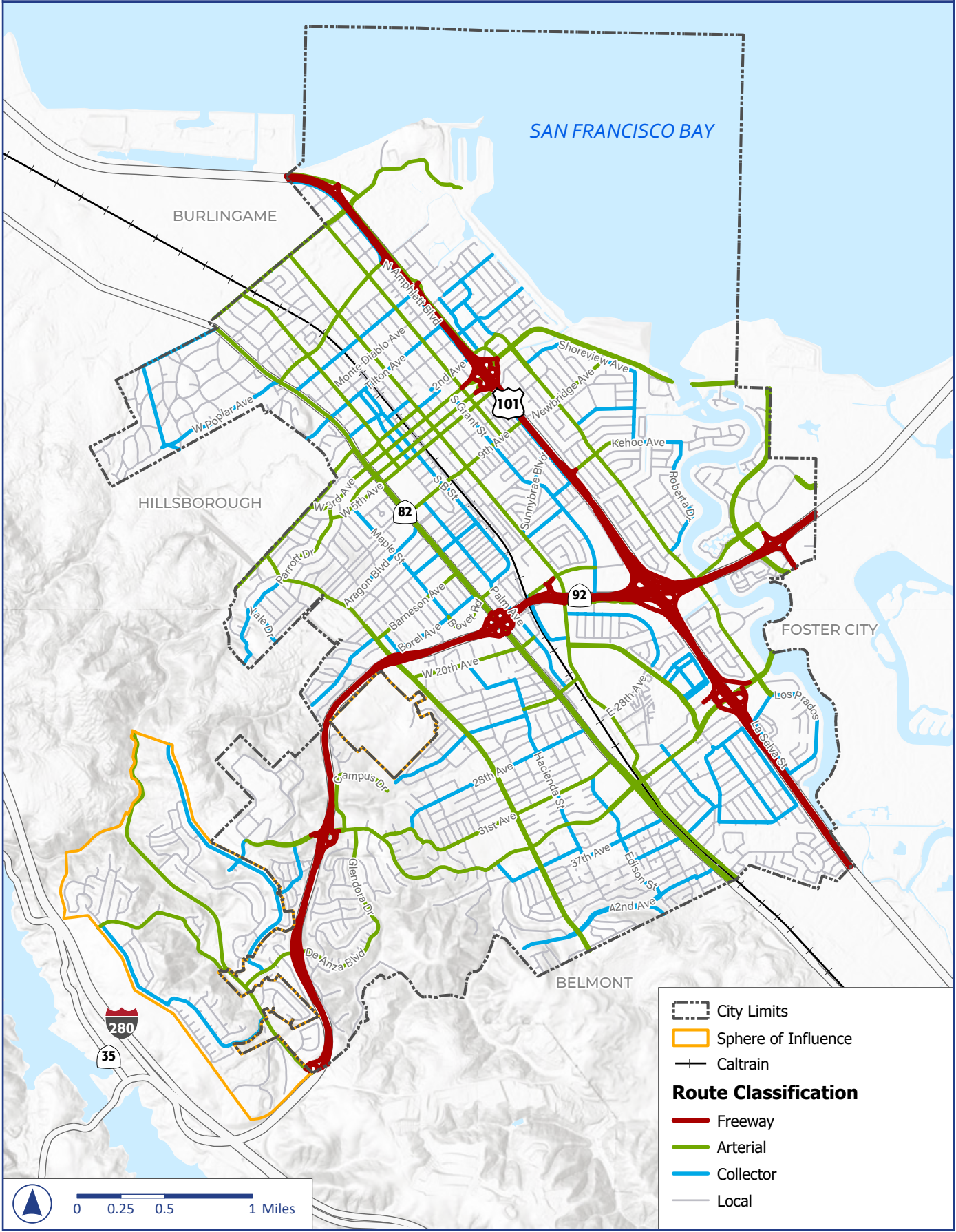
To identify future improvements needed to support the shift to a truly multimodal roadway network, the City will evaluate and consider adopting a Multimodal Level of Service (MLOS) standard or other transportation metric. MLOS is a rating system used to evaluate roadway operation efficiency for vehicles, pedestrians, bicyclists, transit, and other roadway users in place of Level of Service standards that consider vehicles only.

Decisions about appropriate improvements are also made based on the role of a roadway within the city's network. The City uses roadway classifications to define the function of various street types in the transportation network, monitor performance, track multimodal use, and plan for improvements needed to accommodate changes in traffic over the life of the Strive San Mateo General Plan 2040. Roadway improvements may include traffic signal installation, signal timing adjustments for different modes, and upgrading traffic signals to give priority to emergency vehicles. Some funding sources for roadway maintenance and improvements can only be used for specific roadway classifications. Figure C-3 shows the roadway classifications in San Mateo:

- **Local Streets and Alleyways.** Local streets and alleyways make up the majority of the roadway system and typically have lower speeds and vehicular traffic volumes.
- **Collectors.** Collectors link neighborhoods together and allow travelers to reach places outside of their neighborhoods. They have higher speeds than local streets and can handle more traffic volume. Collectors are important segments of San Mateo's existing and proposed bikeway network.
- **Arterials.** Arterial streets connect the regional roadway network with collectors. Most intersections along arterials are signalized, often with a coordinated and interconnected signal system. Compared to collectors, arterials have higher capacity to accommodate traffic volumes, and they provide for longer, continuous movement throughout the city.
- **Freeways.** Freeways are high-speed roadways without intersections that allow users to reach destinations outside of the city, either by car or transit. US Highway 101 and State Route 92 run through the city, while Interstate 280 is just west of the City Limits.

In addition to planning and building physical improvements to the roadway network, the City is also responsible for maintaining streets, bridges, bicycle paths, signage, lighting, sidewalks, and other transportation facilities so that all users can travel safely and efficiently. Preventative maintenance of roadways and infrastructure keeps costs lower in the long term, and results in accessible, safe, and easy to navigate surfaces that improve conditions for motorists, bicyclists, and pedestrians.

Figure C-3 Street Classification



Source: ESRI, 2022; PlaceWorks, 2023.
 Note: This map is included for informational purposes and is not adopted as part of this General Plan.



Roadway improvements and congestion reduction in San Mateo require a collaborative approach because the roadway network is regulated by multiple entities with roles that sometimes overlap. For example, US Highway 101, State Route 92, and El Camino Real (State Route 82) are all Caltrans facilities that are not controlled by the City. At the regional level, the City/County Association of Governments of San Mateo County (C/CAG), the Congestion Management Agency for the County, is responsible for developing and updating a variety of transportation plans and programs while the San Mateo County Transportation Authority (SMCTA) is an independent agency that administers funding generated by the voter-approved countywide transportation sales tax. At the local level, the City of San Mateo Public Works Department operates, maintains, and improves City-owned infrastructure, including roadways, bicycle facilities, and pedestrian facilities.

GOALS, POLICIES, AND ACTIONS

GOAL C-6 Achieve a transportation system that prioritizes user safety, accommodates future growth, reduces VMT per capita, and maintains efficient and safe operations for all modes and all residents.

POLICIES

- Policy C 6.1 Roadway Operations.** Maintain acceptable roadway operations for all intersections and all modes within the city.
- Policy C 6.2 Circulation Improvement Plan.** Maintain a transportation network that will accommodate future growth, reduce VMT per capita, and equitably implement complete streets.
- Policy C 6.3 Local Transportation Analysis.** Require site-specific transportation impact analysis following the City's adopted Transportation Impact Analysis (TIA) Policy for development projects where there may be an adverse condition or effect on the roadway system.

- Policy C 6.4 Operations Analysis for Development Projects.** Require new development to determine the need for new or modified circulation improvements, operations, or alignments where developments identify operational deficiencies that were not previously identified in a transportation impact fee study. Require development applicants to prepare an analysis to determine the need for modifications, such as signalization, turn restrictions, roundabouts, etc. Require applicants to fund identified off-site improvements if warranted, as determined by the appropriate transportation analysis, and as approved by City staff.
- Policy C 6.5 Neighborhood Traffic.** Implement traffic-calming measures on residential streets to reduce the volume of pass-through traffic and vehicular speeds.
- Policy C 6.6 Truck Routes.** Maintain and update the truck route network to use roadways that are adequately designed for truck usage and minimize potential conflicts with other transportation modes.
- Policy C 6.7 Capital Improvement Program.** Prioritize improvements that increase person throughput in project prioritization to reduce VMT.
- Policy C 6.8 Emergency Signal Preemption.** Require new and upgraded signals to include preemption for emergency vehicles to maintain and enhance emergency response times.

ACTIONS

- Action C 6.9 Network Operations Standard.** Evaluate and adopt an operational metric for all roadway users that accounts for the safe, equitable, and efficient roadway access.
- Action C 6.10 Prioritization and Timing of Roadway Improvements.** Revise the Capital Improvement Program (CIP) prioritization system to include additional criteria, such as: potential to reduce vehicle miles traveled (VMT) per capita; proximity to high-injury locations identified in the Local Roads Safety Plan; eligibility and availability of grant or other funding source; benefit or harm to equity priority communities; and correlation with the distribution and pace of development, reflecting the degree of need for mitigation.
- Action C 6.11 Congestion Management.** Work with neighboring agencies and regional partners, such as the City/County Association of Governments of San Mateo County (C/CAG), to implement traffic management strategies and technologies, such as signal coordination, to manage local traffic congestion.



PARKING AND CURBSIDE MANAGEMENT

Driving is part of a multimodal transportation network, which requires consideration of vehicle parking. Efficient management of parking is important to support economic growth, environmental sustainability, and transportation equity. Many San Mateo residents currently drive to their destinations, which leads to demand for vehicle parking. However, parking requires valuable real estate, whether on-street, off-street, or at the curb, and making parking abundant and readily available may encourage additional vehicle trips. As the competing demands for land increase, the City is exploring strategies that manage the curbside and leverage innovative tools and technologies that support a more sustainable and equitable parking system to more fully support the multimodal network.

On-street parking is often in high demand by motorists who prefer to park near their destination. The on-street public right-of-way has competing priorities throughout the city, necessitating decisions about how to best allocate this limited space for vehicle circulation, parking, bicycling, pedestrians, parklets, and loading. Effective curb management strategies, such as maintaining flexible curb space that can be easily used for multiple purposes, can help the City meet these future needs for this critical right-of-way.

New development projects evaluate and provide parking that is appropriate for all travel modes, and the City operates public off-street parking structures within the Downtown core. Space or structures for parking add significant cost to new development, which translates into higher rents for residents and businesses, and also encourages driving. In some cases, sharing parking resources can help to reduce both the amount of parking provided on-site as well as the cost of building. Provision of parking at levels that meet needs without inducing additional trips or hindering development is a key part of the City's future multimodal network.

Parking, especially structured parking, is very expensive to build and is a significant factor in the cost of new development. As one strategy to reduce the cost of building needed new housing, California has explored State laws that limit local governments' ability to require parking as part of new development. For example, in 2022, California passed Assembly Bill (AB) 2097, which prohibits minimum parking requirements for most development projects within a half-mile radius of a major transit stop. As the State continues to grapple with solutions to California's housing crisis, it is possible that there could be additional future legislation that affects parking requirements and regulations in San Mateo.

GOALS, POLICIES, AND ACTIONS

GOAL C-7 Use parking, enforcement, and curb management strategies to effectively administer parking supply and maximize use of public assets.

POLICIES



Policy C 7.1 **Parking Management.** Manage parking through appropriate pricing, enforcement, and other strategies to support economic growth and vitality, transportation equity, and environmental sustainability. Ensure that the available parking supply is used at levels that meet ongoing needs without inducing additional demand or hindering future development.



Policy C 7.2 **Shared Parking.** Encourage new and existing developments, especially those in mixed-use districts, to share parking between uses to maximize the existing parking supply, minimize the amount of new parking construction, and encourage “park once” behavior in commercial areas.

Policy C 7.3 **Public Parking.** Maximize opportunities to expand the availability of existing parking by supporting the use of public/shared parking at private developments, discouraging reserved parking at new developments, providing incentives for developments to include shared/public parking, and allowing developers to fund public parking in-lieu of meeting parking demand/requirements on-site.



Policy C 7.4 **Bicycle Parking.** Require the provision of bicycle parking as part of new private developments.

Policy C 7.5 **Curbside Management.** Manage the supply and use of the curb to maintain an optimal balance between mobility, storage, placemaking, and loading uses allowing for flexibility for adaptive re-use, safety improvements, and activation of curb space whenever possible.

Policy C 7.6 **Loading for New Development.** Require adequate loading to meet the needs of new development, including evaluation of shared use of loading zones.

ACTIONS

Action C 7.7 **Parking Requirements.** Evaluate options to amend minimum parking requirements, consistent with State and regional policy, to provide parking appropriate to the context of the development and support the multimodal transportation network, such as parking maximums or parking demand analyses.

Action C 7.8 **Parking Management Strategies.** Deploy enhanced parking management strategies, parking enforcement, and evaluate dynamic parking pricing strategies that fluctuate based on peak parking and/or district-level parking demands.

- Action C 7.9 Curbside Management Strategies.** Evaluate and implement curb management strategies, such as incentivizing or discouraging certain types of trips, mode choices, and behaviors in favor of broader mobility goals.
- Action C 7.10 Emerging Technology for Curbside Management.** Evaluate and implement performance monitoring and evaluation systems, such as digitization of curbside assets, to dynamically manage evolving curbside demands.
- Action C 7.11 Truck Loading.** Evaluate and implement ways to reduce conflicts between truck loading and pedestrian, bicycle, and transit networks.
- Action C 7.12 Public Bicycle Parking.** Install safe, useful, and convenient short- and long-term bicycle parking facilities in the public right-of-way or near key destinations, City facilities, and transit facilities.
- Action C 7.13 Mechanical Parking Lift.** Adopt and maintain a code or policy that sets standards for mechanical parking lift systems.

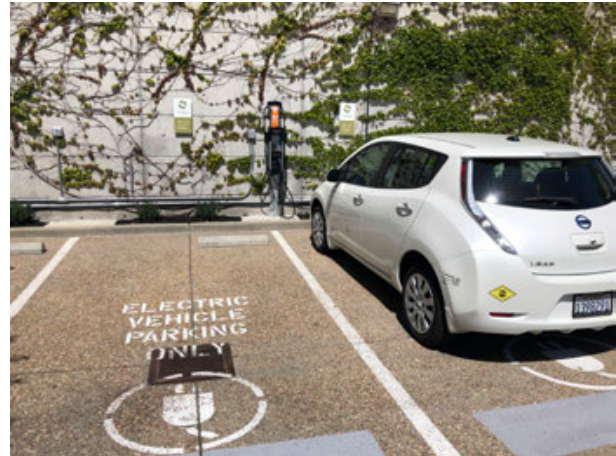
FUTURE MOBILITY AND TECHNOLOGY

Transportation technology is an important component in transportation network management today. Intelligent transportation systems allow for improved emergency response times, congestion relief, and safety benefits for all users. Active network management can share real-time information with roadway users to help inform their travel patterns. Technology will continue to be important to help manage future increased demand on the City's transportation network.

Additionally, advancement in mobility technologies and services is fueling rapid changes in travel behavior, transportation options, and land use. Future transportation technologies, such as autonomous vehicles (AVs), electric-assist bicycles and scooters, shared mobility options, micromobility devices, ride sharing, advancements in transit operations, and other transportation innovations, will greatly impact the future of mobility by:

- Expanding public transit service and connections to transit
- Affecting whether and how often people drive
- Increasing or decreasing VMT
- Changing how deliveries are made and how goods travel along the transportation network.

As new transportation innovations emerge, the City will work to ensure equitable deployment and responsive transportation solutions to accommodate technology that supports the multimodal goals in this element. At a regional level, the City will continue collaborating with Caltrain and SamTrans to improve transit operations in San Mateo as new technologies come online.



GOALS, POLICIES, AND ACTIONS

GOAL C-8 Build a values-driven regulatory, management, and partnership framework that flexibly encourages emerging transportation technologies in service of City and community goals.

POLICIES



Policy C 8.1 Emerging Technologies. Monitor, evaluate, test, and implement new technologies that expand options for safe and efficient trip making.



Policy C 8.2 Equitable Mobility Options. Ensure that the needs and perspectives of residents of equity priority communities as well as those who speak limited English, and low-income, senior, and disabled travelers are considered in the design, deployment, and management of new mobility services and technologies.

Policy C 8.3 Mobility Data. Leverage mobility data to support new policies, investments, and programmatic actions in service of City goals.

ACTIONS

Action C 8.4 Umbrella Regulations for Modern Mobility. Develop comprehensive regulations and infrastructure standards that are not exclusive to specific service providers and that support a spectrum of digital information, micromobility services, and emerging technologies, such as autonomous vehicles.



Action C 8.5 Strategic Partnerships and Pilots. Create strategic partnerships and pilots with shared mobility service providers and community organizations that increase mobility options for residents.

- Action C 8.6 Future-Ready Infrastructure.** Establish public realm policies and tools that reflect San Mateo’s goals and priorities in the design and management of streets, curbs, sidewalks, and parking facilities to account for emerging mobility trends and changes in demand over time.
- Action C 8.7 Equitable Mobility Technology.** Develop an equitable mobility policy, including a data-sharing policy, for vendors to ensure equitable deployment of emerging mobility options with consideration of residents who may be digitally challenged.
- Action C 8.8 Intelligent Transportation Systems.** Evaluate and deploy Intelligent Transportation Systems (ITS) measures to efficiently manage traffic operations and incident response, enhance transit service efficiency, and better detect and prioritize the travel and safety of people walking and biking.



CHAPTER 5

Community Design and Historic Resources Element





COMMUNITY DESIGN AND HISTORIC RESOURCES ELEMENT

INTRODUCTION

The Community Design and Historic Resources Element sets the policy framework for San Mateo's physical form, which is shaped first by nature and then by human factors. The natural context that has shaped the community and its history includes the city's topography, sloping from the undeveloped foothills to the San Francisco Bay, as well as the urban forest. Human factors in San Mateo's community design includes the architecture of historic and new buildings, the public spaces where people gather, gateways or entrances to the city, street trees lining neighborhoods, and art decorating public spaces. Urban design distinguishes the characteristics of specific areas, like residential neighborhoods and shopping districts, through differences in landscaping, building size and orientation, and treatment of access, entryways, and parking. Archaeological resources and cultural resources that are culturally significant to Native American tribes also serve as important connections to the city's rich history.

This element includes goals, policies, and actions focused on improving the city's urban tree canopy, enhancing the visual and architectural character of mixed-use and commercial areas, and encouraging the design of residential buildings that complement the neighborhood's visual and architectural character. It also includes guidance for the preservation of historic, archaeological, and cultural resources that help maintain San Mateo's unique identity. This element encourages new mixed-use and commercial development that respects the scale and rhythm of the surrounding buildings and provides human-scale design that cultivates pedestrian activity.

The Community Design and Historic Resources Element addresses the following:

- Natural Setting and the Urban Forest
- Archaeological and Paleontological Resources and Tribal Cultural Resources
- Historic Resources
- City Placemaking
 - » Sustainable Design
 - » Gateways
 - » Corridors
 - » Public Art
- Elements of Design
 - » Residential Neighborhoods
 - » Mixed-Use and Commercial Areas



RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Encourages sustainable design features and elements into the design of new buildings.
- Supports new development that respects and responds to the natural topography of San Mateo and minimizes grading.
- Promotes the preservation of protected heritage trees and requires tree planting for new developments, which helps sequester carbon from the atmosphere.
- Supports the preservation of historic resources by retaining existing buildings, which reduces the consumption of new construction materials, uses less energy, and sends less waste to landfills.



Environmental Justice in this Element:

- Adds climate-adapted trees in neighborhoods with less street tree canopy.
- Explores funding sources and other forms of City support for low-income homeowners to plant and/or replace trees on their properties.



Community Engagement in this Element:

- Collaborates with Native American representatives to identify locations of importance to Native Americans, including archaeological sites, sacred sites, traditional cultural properties, and other types of tribal cultural resources.
- Increases public appreciation of historic resources by supporting groups and organizations who provide neighborhood workshops, public presentations, interpretive signage, and walking tours.
- Supports community involvement in the City's efforts to develop and maintain an attractive urban fabric that reflects San Mateo's unique visual and architectural character.
- Encourages the use of outreach and engagement methods that include broad representation and are culturally sensitive.



NATURAL SETTING AND THE URBAN FOREST

The natural setting of San Mateo is the foundation of its unique character and sense of place. San Mateo is set between two dominant physical features: San Francisco Bay and the ridge of hills along the western border. The city has developed between these two natural features following early transportation corridors, and the bay and western hills remain important natural views from many places in the city. Other key natural features of San Mateo include Coyote Point County Park, the Marina Lagoon, San Mateo Creek, and Laurelwood/Sugarloaf Park. The city also has a 3-mile length of shoreline along the San Francisco Bay, which includes a scenic vista point at Seal Point Park. San Mateo County's General Plan also designates the area surrounding Interstate (I-) 280 as a scenic corridor.

The City's urban forest—including both public and privately owned trees—is also a key part of the community's identity and quality of life. Trees contribute to the visual character of a neighborhood and can improve the aesthetics in commercial areas. Regular spacing of trees that are similar in form and texture provides order and coherence and gives scale to the street. A canopy of branches and leaves creates a sense of enclosure and comfort and provides shade, which will be increasingly important not only for aesthetics but for reducing building energy use and the urban heat island effect in a warming climate. While some city streets, such as Aragon Boulevard between El Camino Real and Maple Street, are lined with trees, the tree canopy is sparse in other areas.

This section provides policy direction for preserving and enhancing San Mateo's natural setting, minimizing the impact of hillside development, and protecting and improving the urban tree canopy. Goals and policies focused on access to nature and open space lands, natural resources, and parks and recreation can be found in the Conservation, Open Space, and Recreation Element. Strategies to combat climate change are further discussed in the Land Use Element and in the City's Climate Action Plan.



GOALS, POLICIES, AND ACTIONS

GOAL CD-1 Preserve and enhance San Mateo's natural setting as an irreplaceable asset that is the physical foundation of the community.

POLICIES



Policy CD 1.1 **Respect for the Landscape.** Encourage new development to respect and respond to the natural topography of San Mateo.

Policy CD 1.2 **Preservation of Natural Views.** Preserve and enhance, to the extent feasible, publicly accessible views to the undeveloped foothills and the San Francisco Bay through the design of new development.

Policy CD 1.3 **Scenic Corridors.** Require new development adjacent to designated scenic corridors within San Mateo County's General Plan to protect and enhance the visual character of these corridors.

GOAL CD-2 Minimize the impact of hillside development on the natural environment and public safety.

POLICIES

Policy CD 2.1 **Hillside Development Principles.** Require hillside development to minimize impacts by preserving the existing topography, limiting grading or cuts and fills, clustering development, and identifying opportunities for restoration or re-wilding. Limit development on steep hillsides with a 30 percent or higher slope.

Policy CD 2.2 **Minimal Impacts.** Require new development to preserve natural topographic forms and to minimize adverse impacts on vegetation, water, soil stability, and wildlife resources.

GOAL CD-3 Protect heritage trees, street trees, and tree stands and maintain the health and condition of San Mateo's urban forest.

POLICIES



Policy CD 3.1 **Tree Preservation.** Continue to preserve heritage and street trees throughout San Mateo, where feasible.



Policy CD 3.2 Replacement Planting. Require appropriate replacement planting or payment of an in-lieu fee when protected trees on public or private property are removed.



Policy CD 3.3 Tree Protection During Construction. Require the protection of trees during construction activity; require that landscaping, buildings, and other improvements adjacent to trees be designed and maintained to be consistent with the continued health of the tree.



Policy CD 3.4 Public Awareness. Pursue public awareness and education programs concerning the identification, care, and regulation of trees.



Policy CD 3.5 Tree Maintenance. Preserve and regularly maintain existing City-owned heritage and street trees to keep them in a safe and healthy condition.



Policy CD 3.6 New Development Street Trees. Require street tree planting where feasible as a condition of all new developments.



Policy CD 3.7 Street Tree Equity. Plant new street trees to increase the tree canopy throughout the city, especially in gateway areas and in tree-deficient neighborhoods; encourage neighborhood participation in tree planting programs.



Policy CD 3.8 Tree Stand Retention. Preserve the visual character of stands or groves of trees in the design of new or modified projects, where feasible.

ACTIONS



Action CD 3.9 Urban Tree Canopy. Identify neighborhoods with less street tree canopy and adopt programs to plant climate-adapted trees within the public right-of-way, especially in equity priority communities and areas with a high heat index.



Action CD 3.10 Tree Planting Funding. Identify funding sources for tree planting programs for private, residential property on an annual basis.



Action CD 3.11 Tree Support for Low-Income Homeowners. Explore funding sources and other forms of City support for low-income homeowners to plant and/or replace trees on their property.



ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES AND TRIBAL CULTURAL RESOURCES

Archaeological and cultural artifacts are treasures that help to preserve the city's complex history for future generations. The Costanoan people, commonly referred to as Ohlone people, are estimated to have been some of the earliest inhabitants in the area between 5,000 and 7,000 years ago. It is estimated that in 1770, the Ohlone of the Bay Area numbered around 10,000. Forty years later, by about 1810, much of the native population and much of the traditional culture of these people had been destroyed in the face of relentless European encroachment and its devastating impacts – disease, warfare, displacement, and the California mission system. The City acknowledges its history as indigenous land as well as the rich living tribal culture in the Bay Area and strives to protect resources that are culturally significant to present-day Native American tribes through consultation and collaborative relationship-building. Grading and construction in the modern era have eliminated most aboveground record of the region's indigenous inhabitants, but records of these communities may remain undisturbed underground.

Paleontological resources (fossils) are the remains and/or traces of prehistoric plant and animal life exclusive of human remains or artifacts. Fossil remains, such as bones, teeth, shells, and wood are often found in the geologic deposits (rock formations) in which they were originally buried. Due to the scientific and educational value of paleontological resources, they are protected under federal and State law. This section provides policy direction for protecting archaeological, paleontological, and cultural resources. Policy direction for the protection of historic resources can be found under Goal CD-5 of this element.

GOALS, POLICIES, AND ACTIONS

GOAL CD-4 Protect archaeological and paleontological resources and resources that are culturally significant to Native American tribes and acknowledge San Mateo's past as indigenous land. Encourage development projects to recognize historical tribal lands.

POLICIES

Policy CD 4.1 Archaeological Resource Protection. Preserve, to the maximum extent feasible, archaeological sites with significant cultural, historical, or sociological merit for present-day residents or Native American tribes.

Policy CD 4.2 Tribal Cultural Resources. Preserve areas that have identifiable and important tribal cultural resources and comply with appropriate State and federal standards to evaluate and mitigate impacts to cultural resources, including tribal, historic, archaeological, and paleontological resources.



Policy CD 4.3 Tribal Consultation. Consult with Native American representatives, including through early coordination, to identify locations of importance to Native Americans, including archaeological sites, sacred sites, traditional cultural properties, and other types of tribal cultural resources. Respect tribal concerns if a tribe has a religious prohibition against revealing information about specific practices or locations.



Policy CD 4.4 Potential Archaeological Impacts. Consistent with the California Environmental Quality Act (CEQA), prior to construction, consult the California Archaeological Inventory Northwest Information Center for project-specific reviews to evaluate the potential for impact on archaeological resources and determine whether or not further study is warranted.

Policy CD 4.5 On-Site Mitigation. If development could affect a tribal cultural resource or archaeological resource, require the developer to contact an appropriate tribal representative to train construction workers on appropriate avoidance and minimization measures, requirements for confidentiality and culturally appropriate treatment, other applicable regulations, and consequences of violating State laws and regulations.

Policy CD 4.6 Paleontological Resource Protection. Prohibit the damage or destruction of paleontological resources, including prehistorically significant fossils, ruins, monuments, or objects of antiquity, that could potentially be caused by future development.

ACTIONS

Action CD 4.7 Preconstruction Investigations. Consistent with CEQA, establish specific procedures for preconstruction investigation of high- and medium-sensitivity sites identified in the 1983 Chavez investigation, unless superseded by more recent investigations, to assist property owners, developers, and the City in making decisions when archaeological resources may be affected.

Action CD 4.8 Archaeological Sensitivity Data. Update and maintain the City's data on areas with high archaeological sensitivity.

Action CD 4.9 Paleontological Resource Mitigation Protocol. Prepare a list of protocols in accordance with Society of Vertebrate Paleontology standards that protect or mitigate impacts to paleontological resources, including requiring grading and construction projects to cease activity when a paleontological resource is discovered so it can be safely removed.

HISTORIC RESOURCES

Spanish exploration of San Mateo began in the 1770s, but European settlement of this area started around 1793 when the San Mateo area became an asistencia, or outpost, for Mission Dolores. After Mexican independence from Spain in 1822, the missions were divided into large land grants. Rancho San Mateo and Rancho de las Pulgas encompassed what became San Mateo.

By the end of the Mexican-American War in 1848, California had become a territory of the United States and obtained statehood two years later. The small village of San Mateo began to develop at the juncture of several stagecoach lines, established in the late 1840s and 1850s, and the San Francisco and San Jose Railroad, which began servicing the community in 1864. San Mateo became a popular destination for tourists visiting Crystal Springs Canyon and for wealthy San Franciscan families, who constructed lavish mansions. The commercial downtown developed around the intersection of the railroad station and B Street, and schools, utilities, and other public services were established to support the growing population. In 1894, an overwhelming majority of residents voted to incorporate the town of San Mateo.

From the late nineteenth century through the 1930s, numerous residential neighborhoods were established throughout San Mateo, particularly as former estates were sold and subdivided. These include subdivisions in the Central neighborhood in the late nineteenth century, and the San Mateo Park, San Mateo Heights, and Hayward's Addition subdivisions in the early 1900s. Residential development intensified following the 1906 earthquake and fires, with new development concentrated in the Hayward Park, East San Mateo, and North Central neighborhoods. Other notable developments included the Glazenwood neighborhood in the 1920s and the Baywood and Aragon neighborhoods in the 1930s.

As San Mateo's population evolved, it expanded from a town to an established community in the early twentieth century. Large numbers of Irish immigrants arrived in the 1860s and were followed by the first Chinese and Japanese immigrants the following decade. Chinese residents initially formed a small Chinatown at B Street and Second Avenue and later at Claremont Street and First Avenue around 1900.



Chinese residents continued to live in small clusters in the downtown area well into the 1940s. Japanese immigrants who arrived in San Mateo found employment as domestic workers and at the local salt plant; they also opened small businesses in the burgeoning downtown and became successful gardeners as part of the Peninsula's flower industry. By the turn of the twentieth century, they made up the largest Japanese community in the county. Following World War II, development increased significantly in San Mateo. Significant postwar development included the construction of the Hillsdale shopping center and large-scale residential tract developments west of El Camino Real.

This history is represented in the almost 200 historic resources and two historic districts as identified in the 1989 Historic Building Survey. Approximately 37 of these structures are individually eligible for the National Register of Historic Places. They range from historic buildings in the downtown to single-family homes from the late nineteenth century. In addition, there are six historic resources listed on the National Register of Historic Places and six historic resources on the State Register of Historic Places, as shown in Table CD-1.

State and federal laws and programs help to protect historic and archaeological resources, including the California Historical Building Code, which preserves California's architectural heritage by ensuring historic buildings are maintained and rehabilitated in accordance with historically sensitive construction techniques. In addition, the Mills Act, enacted in 1976, provides a property tax incentive to owners of qualified, owner-occupied, historical properties to maintain and preserve the historic property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

This section provides policy direction for the preservation of historic resources. Goals and policies focused on protecting archaeological and resources that are culturally significant to Native American tribes can be found under Goal CD-4 of this element.

Table CD-1 National Register and State Register of Historic Places in San Mateo

Historic Resource Name	Location	National Register	State Register	Year of Construction
Ernest Coxhead House	37 East Santa Inez Avenue	X	X	1891
Vollers House	353 North Claremont Street	X		1891
Hotel St. Matthew	215-229 Second Avenue	X	X	Early 1900
Eugene De Sabla J. Jr. Teahouse and Tea Garden	70 De Sabla Road	X	X	1907
National Bank of San Mateo	164 South B Street	X	X	1924
US Post Main Office – San Mateo	210 South Ellsworth Street	X	X	1935
Baywood Elementary School	600 Alameda de las Pulgas		X	1939

GOALS, POLICIES, AND ACTIONS

GOAL CD-5 Preserve historic and culturally important resources to maintain San Mateo's special identity and continuity with the past.

POLICIES

Policy CD 5.1 Historic Preservation. Identify and preserve historic resources, including individual properties, districts, and sites to maintain San Mateo's sense of place and special identity, and to enrich our understanding of the city's history and continuity with the past.

Policy CD 5.2 Historic Resources Preservation. Actively identify and preserve concentrations of historic resources, which convey the flavor of local historical periods, are culturally significant, or provide an atmosphere of exceptional architectural interest or integrity, when they meet national, State, or local criteria.

Policy CD 5.3 Historic Resources Definition. Define historic resources as buildings, structures, sites, and districts that are listed in or determined to be eligible for listing in the National Register of Historic Places and/or California Register of Historical Resources, designated resources in the 1989 Historic Building Survey Report, and resources found to be eligible through documentation in a historic resources report.



Policy CD 5.4 Public Awareness. Foster public awareness and appreciation of the City's historic resources and educate the community about how to preserve and improve these resources. Increase public appreciation by supporting groups and organizations that provide neighborhood workshops, public presentations, interpretive signage, and walking tours.

Policy CD 5.5 Historic Resources Renovation and Rehabilitation. Promote the renovation and rehabilitation of historic resources that conforms to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures and the California Historical Building Code and prioritize historic structures for available rehabilitation funds.

Policy CD 5.6 Historic Preservation Funding. Pursue and promote historic preservation funding sources to incentivize the protection of historic resources, such as the California Mills Act Property Tax Abatement Program, Federal and State Historic Preservation Tax Incentives Program, and State Historic Rehabilitation Tax Credit Program.

Policy CD 5.7 Demolition Alternatives. Require an applicant to submit alternatives to preserve a historic resource as part of any planning application that proposes full demolition. Implement preservation methods unless health and safety requirements cannot be met or the City Council makes a finding explaining the specific reasons why the social, economic, legal, technical, or other beneficial aspects of the proposed demolition outweigh the unavoidable adverse impacts to the historic resource. If a designated historic resource cannot be preserved, require City approval before the demolition of a historic resource.

ACTIONS

- Action CD 5.8 Historic Resources Context Statements.** Prepare a citywide historic context statement to guide future historic resource survey efforts to identify individually eligible resources and historic districts. If a neighborhood is identified as a historic district, prepare a more detailed historic context statement for that individual neighborhood.
- Action CD 5.9 Historic Resources Survey.** Establish and maintain an inventory of architecturally, culturally, and historically significant buildings, structures, sites, and districts. Proactively maintain an up-to-date historic resources inventory by seeking funding opportunities to update the historic survey. Prepare neighborhood-specific historic context statements prior to updating the historic resources survey.
- Action CD 5.10 Historic Preservation Ordinance.** Update the City's Historic Preservation Ordinance to create a framework for the designation of historic resources and districts, establish review and permitting procedures for historic alterations, demolitions or relocations, be consistent with federal and State standards and guidelines, and align with the other goals and policies outlined in this Element.
- Action CD 5.11 Preservation Incentives.** Explore the option to create incentives to preserve historic and cultural resources, such as reducing parking and other prescriptive requirements, allowing adaptive reuse, or establishing a transfer of development rights program.
- Action CD 5.12 Historic Resources Design Standards.** Create objective design standards for alterations to historic resources and new development adjacent to historic resources within historic districts. Use the Secretary of the Interior's Standards as the basis for these objective design standards to ensure projects have a contextual relationship with land uses and patterns; spatial organization; visual relationships; cultural and historic values; and the height, massing, design, and materials of historic resources.
- Action CD 5.13 Certified Local Government.** Explore the feasibility of becoming a Certified Local Government (CLG) to become eligible for federal grant funds and technical assistance in support of historic resource preservation efforts.

CITY PLACEMAKING

San Mateo's image and unique identity is composed of distinct residential neighborhoods, major open spaces, key views and gateways, major corridors, distinct shopping areas, train stations, landscaping, and the spatial arrangement of buildings and architectural styles. Public art can be found throughout the city, from murals and mosaics to interactive sculpture to temporary installations. The city's vibrant downtown, popular Hillsdale Shopping Center, and active dining scene also contribute to the city's image, create a sense of place for residents, and attract visitors from outside of the city.

Sustainable Design

Since many goals and policies throughout the Strive San Mateo General Plan 2040 promote San Mateo as a sustainable city, it is important to recognize that site layout and the design of buildings are major factors in meeting the objectives of sustainable design. Sustainability starts in the early design stages of a development, and the Land Use Element includes a number of policies and actions to ensure that features like walkability, transit access, and open space are integrated into new development. High-efficiency heating and cooling equipment and appliances can reduce water use, maximize energy efficiency, and improve indoor air quality, and are called for in the Public Services and Facilities Element. Drought-tolerant landscaping and the use of pervious paving materials can also reduce water waste and runoff into the bay, as noted in the Conservation, Open Space, and Recreation Element. This Community Design and Historic Resources Element focuses on locating and orienting structures on a site to take full advantage of solar access and shading, and to preserve natural resources, such as mature vegetation.

Gateways

Gateways are the key locations where people enter and leave the city, distinct districts, and neighborhoods. They act as a point of distinction between different areas and contribute to a sense of arrival to one place from another. Gateways into and within San Mateo include El Camino Real as it crosses the north and south borders of the city, entrances from US Highway 101 and State Route (SR-) 92, or Third Avenue at the edge of downtown. As gateways convey a sense of arrival and provide initial and lasting impressions, they should be attractive and identifiable. Gateways can express a pleasant welcome through architectural features, landscaping, and art. Signage can also help define city gateways uniformly.

Corridors

Corridors are the way residents and visitors most commonly see the city as they move through it. A well-designed corridor should connect to important destinations, provide a sense of orientation, be attractive, and project a positive image of the city. It should provide appropriate street width for neighborhood character, adequate lighting, accommodation for pedestrians and bicycles, and public spaces for gathering. Heights, setbacks of buildings, and the color and texture of paving materials should also be considered in corridor design.

Major corridors in the city include El Camino Real, US Highway 101, and the railroad. In addition to this element, the City's El Camino Real Master Plan also provides direction for enhancements to El Camino Real from SR-92 to the Belmont border, which will further its role as an important community corridor that supports a vibrant mixed-use community.



Public Art

Public art helps create an inviting atmosphere for gathering, fosters economic development, and contributes to vital public spaces. San Mateo’s Art In Public Places program recognizes that cultural and artistic resources enhance the quality of life for individuals living, working, and visiting the city. The program requires new commercial and multifamily residential projects valued over a certain amount to provide publicly visible art or pay an in-lieu art fee. Since its adoption, the program has resulted in new art installations throughout the city.

This section provides policy direction for developing and maintaining the city’s vibrant image. See the Land Use Element for guidance on different types and locations of future development; the Circulation Element for discussion of roadways, bike paths, sidewalks, and other transportation infrastructure; the Public Facilities and Services Element regarding utility undergrounding; and the Open Space, Conservation, and Recreation Element on the importance of parks and open space as integral parts of the community.

GOALS, POLICIES, AND ACTIONS

GOAL CD-6 Develop and maintain an attractive urban fabric that reflects San Mateo’s unique visual and architectural character.

POLICIES

Policy CD 6.1 Community Cohesion. Design new private development, streets, and public spaces to enhance social connection by providing human-scale street-fronting uses and community spaces, as appropriate.

Policy CD 6.2 Gateways. Develop gateways that visually announce key entrances to San Mateo by maintaining or establishing distinctive architectural, art, or landscape features.



Policy CD 6.3 Sustainable Design. Encourage integration of sustainable design features and elements into the design of new buildings, including locating and orienting buildings to access solar exposure, preserving mature vegetation to the extent feasible, and using green building materials.

Policy CD 6.4 El Camino Real (SR-82) Corridor. Strive to make El Camino Real a destination, not just a corridor for people to pass through, by encouraging improvements to the public right-of-way and private properties along El Camino Real that will make the corridor safer and more attractive for all users. Examples of such improvements include redesigned transit stops, an improved pedestrian realm, and updated/improved building façades. Incorporate the Guiding Principles of the Grand Boulevard Initiative into future plans for the El Camino Real corridor in San Mateo.

Policy CD 6.5 US Highway 101 Frontage. Encourage upgrading of the appearance of US Highway 101 and properties adjacent to the freeway through design treatment, screening, and right-of-way landscaping.

Policy CD 6.6 Signage. Maintain signage controls that appropriately regulate the design, size, type, illumination, and quantity of signs visible from corridors and create consistent signage that reinforces San Mateo's unique identity.

Policy CD 6.7 Public Open Space Design. Seek opportunities to establish public open spaces in new developments and new public buildings, and promote innovative and creative designs to create exceptional, unique, and functional spaces. Require signage that clearly delineates these spaces as publicly accessible.

Policy CD 6.8 Public Art. Continue to require public art as part of new development and ensure the art is visible and accessible to the public. Support public art as a resource that enhances the quality of life for individuals living in, working in, and visiting the city, improves the quality of the urban environment, and increases property values.



Policy CD 6.9 Inclusive Outreach. Involve the community in the City's efforts to develop and maintain an attractive urban fabric that reflects San Mateo's unique visual and architectural character. Use outreach and engagement methods that include broad representation and are culturally sensitive, particularly for equity priority communities. Communicate clearly how and at what stages members of the public can provide input for development projects under review.

Policy CD 6.10 Nighttime Lighting. Require nighttime lighting to be energy efficient, be designed to minimize light pollution and light spillage to adjacent properties, while protecting public safety.

ACTION

Action CD 6.11 Brand Identity Package. Develop a brand identity package for the City.

ELEMENTS OF DESIGN

Site design and the architectural style of buildings contribute to the look and feel of a city. The orientation of buildings, the massing and scale of the building, and other design elements can improve the visual aesthetic of an area. Buildings can be oriented to take advantage of surroundings such as fronting sidewalks in commercial districts, capturing scenic views, and/or minimizing environmental impacts such as flooding, wind, shadows, etc. Massing refers to the height, width, and shape of a building. Scale is the relative size of the building overall as well as the elements that make up the façade. Building materials, lighting, landscaping, and outdoor spaces also contribute to the overall appearance and experience of a site. The design choices for buildings vary depending on the area. For example, the design elements for an active mixed-use downtown, auto-oriented shopping center, office park, or residential neighborhood will be different.

Outside of this General Plan, other City regulations and plans also influence the design and architecture of new development. The Zoning Code adds more detail on allowed uses of land and buildings, the density of development and population, the height and bulk of structures, parking provisions, open space requirements, landscaping standards, and other design requirements. The Multifamily and Mixed-Use Objective Design Standards (ODS) provide clear and specific requirements for everything larger than a single-family home. Specific Plans guide infill development in several areas, including Bay Meadows and near the Hayward Park and Hillsdale Caltrain stations, and tend to allow greater flexibility in design than in areas not covered by Specific Plans. Throughout the city, projects that require a higher level of review must submit a Planning Application to ensure consistency with the General Plan and any applicable community or specific plans.

Streetscaping and other public landscaping also shapes the look and feel of San Mateo. The City's Department of Public Works has detailed engineering standards that work in combination with the Municipal Code and adopted plans to establish objective design standards within the public right-of-way.

Residential Neighborhoods

Each neighborhood in San Mateo is a reminder of the unique blend of architectural styles, building materials, scale, and street patterns that were typical at the time of its development. The shape of a house, its placement on the lot, its arrangement of doors and windows, its roof style, and its architectural style all make up the character of a building and contribute to the collective appearance of the neighborhood. In every community, residential neighborhoods grow and evolve while balancing the continuity and consistency of existing physical characteristics through the appropriate design of new development.



This section provides policy direction for the design of residential neighborhoods, and mixed-use and commercial areas. The Land Use Element includes additional goals and policies for shopping areas in transition and three focused planning areas in the city: Downtown, El Camino Real Corridor, and the Hillsdale Station Area. For additional policy direction on sustainability, see the Climate Change and Land Use section of the Land Use Element.

GOALS, POLICIES, AND ACTIONS

GOAL CD-7 Balance the growth and evolution of residential neighborhoods with the need to maintain and enhance their existing characteristics and physical qualities through the appropriate design of new development.

POLICIES

- Policy CD 7.1 Low-Density Residential Development.** Require new homes in the Low- and Very Low-Density residential designations, including single-family dwellings, duplexes, triplexes, four-plexes, and accessory dwelling units (ADUs) to be consistent with objective design standards as outlined in the City's Residential Design Standards.
- Policy CD 7.2 Single-Family Design.** Encourage single-family additions and new dwellings that address the preservation and enhancement of neighborhood visual and architectural character through context-sensitive building scale, materials, architectural style and details, and privacy.
- Policy CD 7.3 Multifamily Design.** Encourage architectural design of new multifamily developments that enhances a neighborhood's visual and architectural character by providing context-sensitive building and pedestrian-scale elements, high-quality materials and construction, open space, and resident amenities.
- Policy CD 7.4 Multifamily Parking.** Require new multifamily developments to design and site parking to avoid blank, ground-floor walls and to screen views of parking from the street.
- Policy CD 7.5 Multifamily Open Space.** Require that a portion of required open space for new multifamily projects be useable for passive or active recreation.

ACTION

- Action CD 7.6 Objective Design Standards.** Develop and adopt objective design standards that clearly outline the City's design expectations for new single-family and multifamily projects.

Mixed-Use and Commercial Areas

This element aims to improve the visual and architectural character, livability, and vitality of mixed-use and commercial areas in San Mateo. It supports human-scale design that cultivates pedestrian activity in commercial and mixed-use areas by providing adequate sidewalk widths; activating ground-floor street façades with windows, plantings, and awnings; using high-quality construction materials; and including human-scale details and architectural features. New mixed-use and commercial development that respect the scale and rhythm of surrounding buildings, including by providing breaks in the building face at spacings common to buildings in the area and by stepping back upper floors, feels more appealing and welcoming to visitors. Sidewalk and pedestrian mall outdoor dining and parklets, the outdoor display of goods for retail uses, and public seating areas can add visual interest and activity to commercial and mixed-use areas.



GOALS, POLICIES, AND ACTIONS

GOAL CD-8 Improve the visual and architectural character, livability, and vitality of mixed-use and commercial areas.

POLICIES

- Policy CD 8.1 Objective Design Standards.** Provide clear, objective, and quantifiable design standards to guide new mixed-use and commercial development.
- Policy CD 8.2 Human-Scale Design.** Cultivate pedestrian activity in commercial and mixed-use areas by providing adequate sidewalk widths, activating ground-floor street façades with active uses, windows, plantings, and awnings, using high-quality construction materials, and including human-scale details and architectural features.
- Policy CD 8.3 Respect Existing Scale and Rhythm.** Encourage new mixed-use and commercial development to respect the scale and rhythm of surrounding buildings, including by providing breaks in the building face at spacings common to buildings in the area and by stepping back upper floors.
- Policy CD 8.4 Commercial Parking.** Encourage commercial projects to provide required parking underground to minimize the amount of ground-floor area dedicated to parking. When parking is at grade, it should be located towards the rear of a parcel, away from active street frontages and public spaces.
- Policy CD 8.5 Outdoor Display and Eating.** Support sidewalk and pedestrian mall outdoor dining and parklets, the outdoor display of goods for retail uses, and public seating areas to add visual interest and activity to commercial and mixed-use areas.

ACTIONS

- Action CD 8.6 Objective Design Standards.** Develop and adopt objective design standards for new mixed-use and commercial development to provide a clear understanding of the City's expectation for new project design, including pedestrian-friendly design.
- Action CD 8.7 Commercial Development Adjacent to Residential.** Develop and adopt objective design standards that define and require appropriate design transitions from commercial to residential zones.



CHAPTER 6

Conservation, Open Space, and Recreation Element





CONSERVATION, OPEN SPACE, AND RECREATION ELEMENT

INTRODUCTION

The Conservation, Open Space, and Recreation Element provides the policy framework for the development, management, and preservation of San Mateo's natural and recreational resources.

San Mateo is home to a variety of natural resources, open spaces, and parks and recreational facilities that are cherished by the San Mateo community. The city's air quality and open spaces, creeks, and wetlands provide habitats for plants and animals, natural infrastructure that supports resilience, and access to nature that offers social, physical, and mental health benefits. The City's system of parks and recreation programs and facilities promotes a healthy and active lifestyle and lifelong learning.

The Conservation, Open Space, and Recreation Element combines the State-mandated elements for Open Space and Conservation given the interrelatedness of the two. It contains the following topics:

- Natural Resources
- Access to Nature and Preservation of Open Space
- Creeks and Riparian Areas
- Air Quality
- Parks and Recreation



RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Protects the City's natural resources from development, including wetlands, riparian habitats, and other sensitive natural communities.
- Manages public access to the City's natural resources to balance connections to nature and disturbance to habitats.
- Affirms that all San Mateo residents should be able to breathe safe, clean air.
- Guides park and recreation management using environmentally, socially, and economically sustainable practices.



Environmental Justice in this Element:

- Prioritizes preservation, restoration, rewilding, and enhancement of natural landscapes in or near equity priority communities.
- Establishes mitigation requirements for construction activities or new developments that could be a source of toxic air contaminants (TACs).
- Prioritizes rehabilitation of parks and recreation facilities in equity priority communities.



Community Engagement in this Element:

- Fosters appreciation and awareness for natural conservation opportunities through enhanced programs and public outreach.
- Cultivates opportunities for community engagement through the City's park and recreation programs.
- Provides experiences for all community members, including children, youth, and aging adults to promote personal enrichment and lifelong learning.





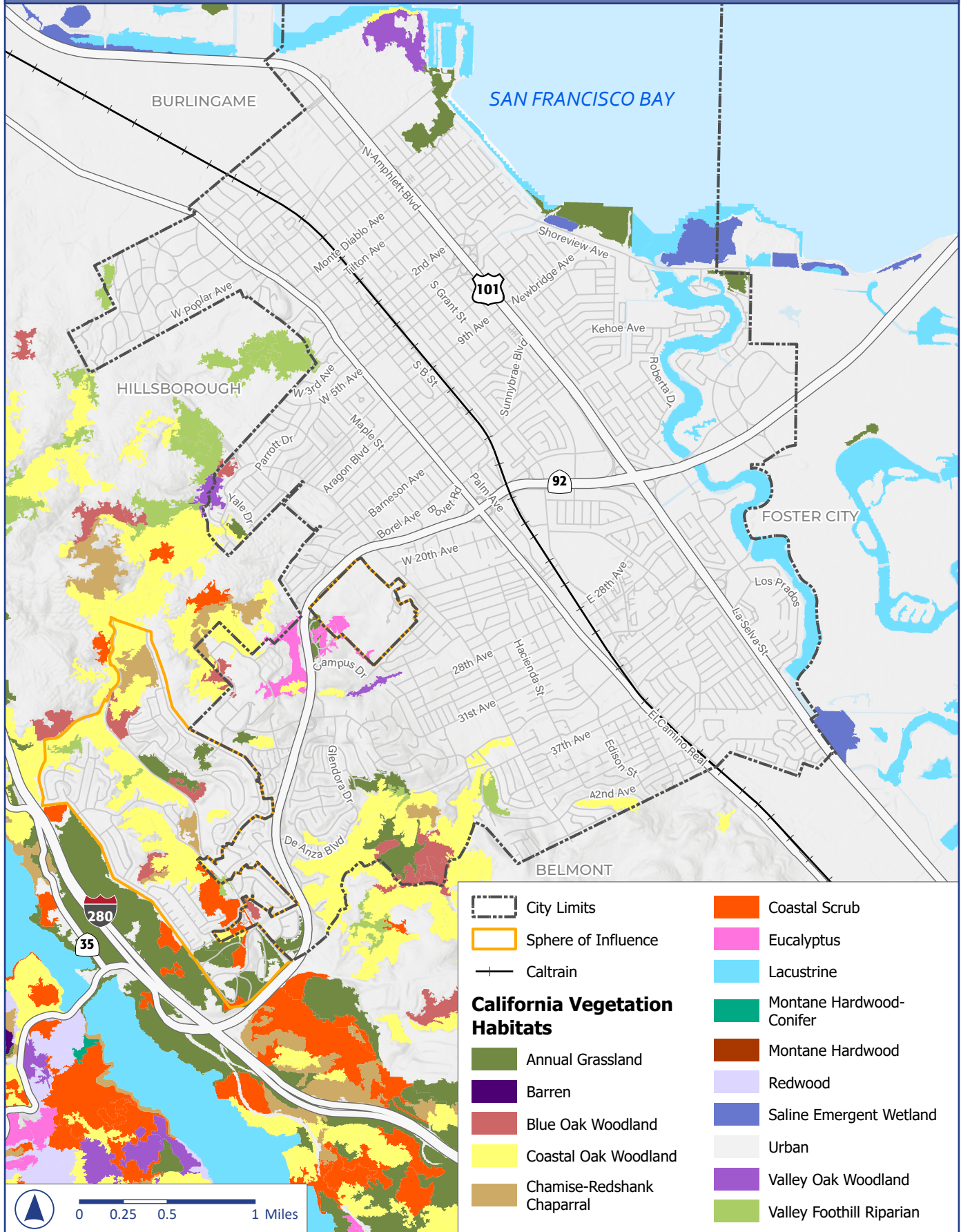
NATURAL RESOURCES

Natural resources are abundant in and around San Mateo. These diverse open spaces comprise an integrated natural network supporting the city's livability and resiliency and are important recreational and scenic resources highly valued by the community. The City's natural environment is part of the broader San Francisco Bay Area ecosystem. The San Francisco Bay and Delta form the largest estuary on the Pacific Coast, encompassing approximately 1,600 square miles of waterways and is the outlet for over 40 percent of California's fresh water. The marshes and mudflats of the San Francisco Bay provide important feeding and roosting habitat for migrating waterfowl along the Pacific Flyway.

Natural features that define San Mateo's local setting include the city's three-mile length of shoreline and marshes along the San Francisco Bay, Coyote Point County Park, the Marina Lagoon, San Mateo Creek, and a number of smaller creeks, Sugarloaf Mountain, and hillsides to the west. These natural areas host biological communities that are home to many plant and animal habitats and serve as wildlife corridors. Riparian and wetland habitats in and around San Mateo are recognized and protected sensitive habitats under the jurisdiction of the California Department of Fish and Wildlife (CDFW) and the US Army Corps of Engineers (USACE). Figure COS-1 shows the sensitive vegetation habitats within San Mateo.

This section provides policy direction for protecting and enhancing the City's natural resources. Goals and policies focused on preserving and enhancing San Mateo's natural setting, minimizing the impact of hillside development, and protecting and improving the city's urban tree canopy can be found in the Community Design and Historic Resources Element.

Figure COS-1 Vegetation Habitats



Source: USDA, 2013; ESRI, 2022; PlaceWorks, 2023.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL COS-1 Protect and enhance the City’s natural resource areas that provide plant and animal habitat and benefit human and ecological health and resilience.

POLICIES



Policy COS 1.1 Sensitive Natural Communities. Protect riparian habitat and other sensitive natural communities. When an opportunity arises, restore natural resources, including wetlands.



Policy COS 1.2 Interjurisdictional Coordination. Coordinate with adjacent jurisdictions and regional, State, and federal agencies to protect critical wildlife habitat, including by participating in comprehensive habitat management programs.



Policy COS 1.3 Site Evaluations. Require independent professional evaluation of sites for any public or private development within known or potential habitat of species designated by State and federal agencies as rare, threatened, or endangered.

The site evaluation shall determine the presence/absence of these special-status plant and animal species on the site. The surveys associated with the evaluation shall be conducted for proper identification of the species. The evaluation shall consider the potential for significant impacts on special-status plant and animal species and shall include feasible mitigation measures to mitigate such impacts to the satisfaction of the City and appropriate governmental agencies (e.g., US Fish and Wildlife Service and California Department of Fish and Wildlife). The City shall require adequate mitigation measures for ensuring the protection of sensitive resources and achieving “no net loss” of sensitive habitat acreage, values, and functions.

In lieu of the site evaluation, presence of special-status plant and animal species may be assumed, and the City may require “no net loss” mitigation of sensitive habitat acreage be applied to the satisfaction of the City and appropriate governmental agencies.

Policy COS 1.4 Avoidance of Nesting Birds. Native bird nests in active use should be avoided in compliance with State and federal regulations. For new development sites where nesting birds may be present, vegetation clearing and construction should be initiated outside the bird nesting season (March 1 through August 31) or preconstruction surveys should be conducted by a qualified biologist in advance of any disturbance. If active nests are encountered, appropriate buffer zones should be established based on recommendations by the qualified biologist and remain in place until any young birds have successfully left the nest.

Policy COS 1.5 Surveys for Sensitive Natural Communities. Require that sites with suitable natural habitat, including creek corridors through urbanized areas, be surveyed for the presence or absence of sensitive natural communities prior to development approval. Such surveys should be conducted by a qualified biologist and occur prior to development-related vegetation removal or other habitat modifications.

Policy COS 1.6 Surveys for Regulated Waters. Require that sites with suitable natural habitat, including creek corridors through urbanized areas, be surveyed for the presence or absence of regulated waters prior to development approval. Such surveys should be conducted by a qualified wetland specialist and occur prior to development-related vegetation removal or other habitat modifications.

Policy COS 1.7 Surveys for Wildlife Movement Corridors. Require that sites with suitable natural habitat, including creek corridors through urbanized areas, be surveyed for the presence or absence of important wildlife corridors prior to development approval. Such surveys should be conducted by a qualified biologist and occur prior to development-related vegetation removal or other habitat modifications.



Policy COS 1.8 Development Near Wetlands or Water. Avoid wetlands development where feasible (as defined under California Environmental Quality Act [CEQA] Guidelines, Section 15364). Restrict or modify proposed development in areas that contain wetlands or waters to ensure the continued health and survival of special-status species and sensitive habitat areas. Development projects shall be designed to avoid impacts on sensitive resources, or to adequately mitigate impacts by providing on-site or off-site replacement at a higher ratio. Project design modification should include adequate avoidance measures, such as the use of setbacks, buffers, and water quality, drainage-control features, or other measures to ensure that no net loss of wetland acreage, function, water quality protection, and habitat value occurs. This may include the use of setbacks, buffers, and water quality, drainage-control features, or other measures to maintain existing habitat and hydrologic functions of retained wetlands and waters of the US.



Policy COS 1.9 Wetland Development Mitigation. If an applicant has demonstrated that wetlands avoidance is not feasible, provide replacement habitat on-site through restoration and/or habitat creation to ensure no net loss of wetland acreage, function, water quality protection, and habitat value. Allow restoration of wetlands off-site only when an applicant has demonstrated that on-site restoration is not feasible. Off-site wetland mitigation should consist of the same habitat type as the wetland area that would be lost.

Policy COS 1.10 Wetland Access Design. Design public access to avoid or minimize disturbance to sensitive resources, including necessary setback/buffer areas, while facilitating public use, enjoyment, and appreciation of wetlands.

Policy COS 1.11 Marina Lagoon Island. Maintain Marina Lagoon Island as a bird nesting and breeding site.

Policy COS 1.12 Reduced Risk of Bird Collision. Require that taller structures be designed to minimize the potential risk of bird collisions using input from the latest bird-safe design guidelines and best management practice strategies to reduce bird strikes.

ACTION

Action COS 1.13 Environmental Review. Review the environmental documents for projects adjacent to City boundaries regarding impacts and mitigation to species and habitat.

ACCESS TO NATURE AND PRESERVATION OF OPEN SPACE

Spending time in nature is known to have positive social, physical, and mental health benefits. Ensuring that the City's natural resources, including open space areas, are accessible is critical for maintaining the quality of life in San Mateo for city residents and visitors. Preserving open space is also essential for maintaining the uniqueness of San Mateo and the ecological health of its environment.

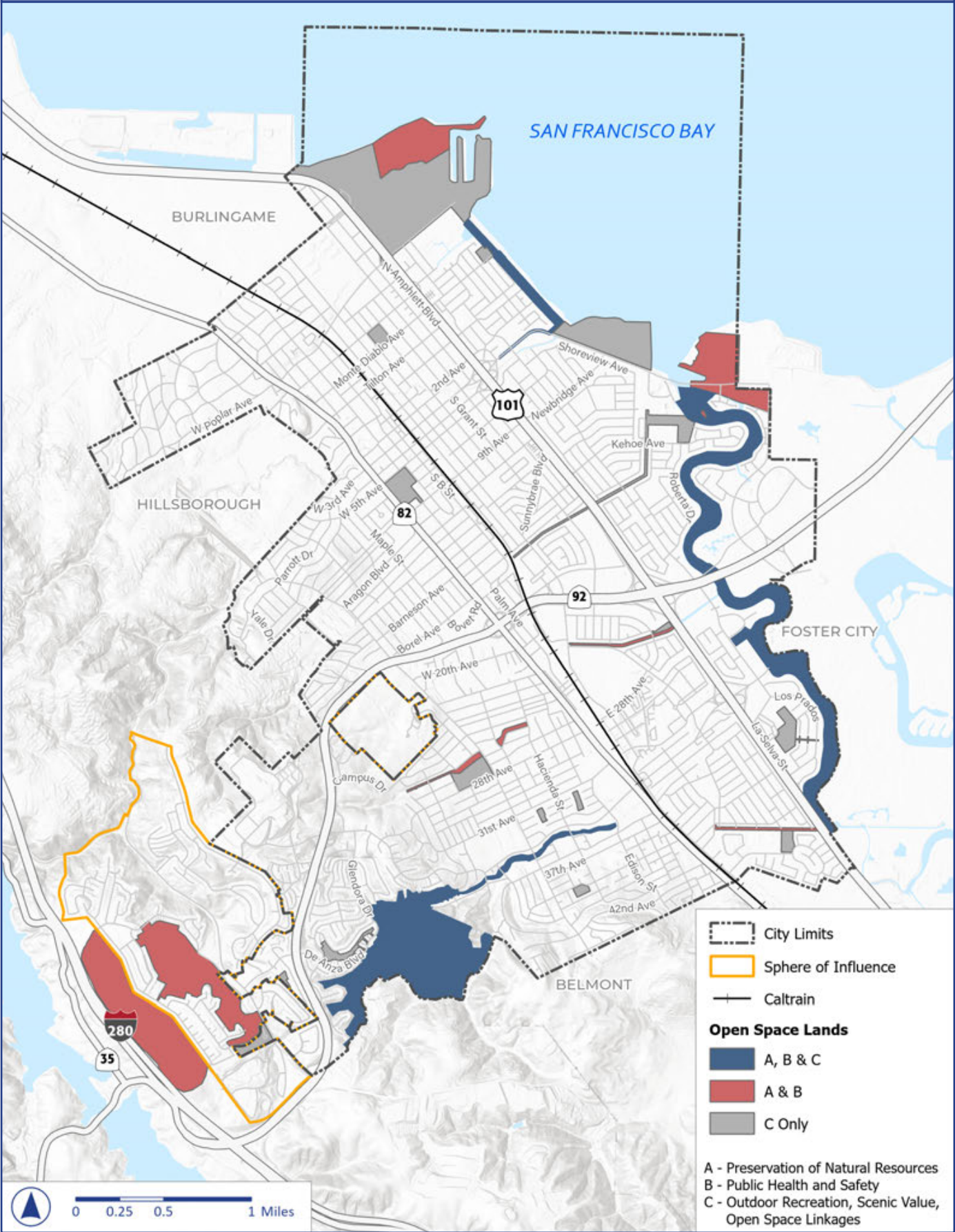
Figure COS-2 illustrates the type and nature of open space land in the City of San Mateo as defined by State law. "Open space land" is any parcel or area of land or water that is essentially unimproved and devoted to an open-space use, as defined in this section, and that is designated on a local, regional, or State open-space plan as any of the following:



- **Open Space for Natural Resources.** This includes areas required for plant and animal habitat or for ecological and scientific study. In San Mateo, these open spaces include areas such as the Bay Marshes, creeks, private open spaces, and Sugarloaf Mountain.
- **Open Space for Outdoor Recreation.** This includes parks and areas of scenic and cultural value, stream banks, trails, and other links between open spaces. In San Mateo, these open spaces include Marina Lagoon, Seal Point, Sugarloaf Mountain, designated private land reserves, and a variety of park sites.
- **Open Space for Public Health and Safety.** This includes areas that require special management because of hazardous conditions, such as unstable soils, fire risk, fault zones, or flood. In San Mateo, these open spaces include portions of the shoreline, Sugarloaf Mountain, and San Mateo Creek.
- **Open Space for Tribal Resources.** This includes protected tribal resources as described in Sections 5097.9 and 5097.993 of the Public Resources Code, which includes Native American historic, cultural, or sacred sites. San Mateo does not have any protected open space tribal resource areas, but it is possible that tribal resources may exist in open spaces.
- **Open Space for Managed Production of Resources.** This includes forest and agricultural lands, water bodies important to the management of commercial fisheries, and mineral deposits. San Mateo does not have any such areas.
- **Open Space for Military Support.** This includes areas in support of military installations, such as areas adjacent to military installations, military training routes, and underlying restricted airspace. San Mateo does not include any open space areas for military support.

This section provides policy direction for access to nature and the preservation of open space. Goals and policies focused on access to parks, recreation, and facilities can be found under Goals COS-5 and COS-6 of this element.

Figure COS-2 Open Space Lands



Source: ESRI, 2022; City of San Mateo Parks and Recreation, 2023; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL COS-2 Ensure that current and future generations will enjoy the environmental, social, health, and economic benefits derived from access to our urban forest, parks, and open spaces.

POLICIES



Policy COS 2.1 Preservation of Open Space. Preserve, protect, and enhance open space areas in San Mateo that provide health benefits and access to nature for all residents.



Policy COS 2.2 Sustainable Access. Continue to design and manage public access to the City's natural resources, including open space areas, in a way that promotes public health and connection to nature while avoiding or minimizing disturbance and sustaining these resources into the future.



Policy COS 2.3 Equitable Conservation. Prioritize preservation, restoration, rewilding, and enhancement of natural landscapes in or near underserved communities for their role in improving air quality and community health.



Policy COS 2.4 Shoreline Interpretive Opportunities. Promote public awareness of the value and care of the shoreline for habitat values, water quality, and safety through on-site interpretive programs or outdoor displays that are in character with the adjacent open spaces.

Policy COS 2.5 Marina Lagoon and Shoreline Public Access. New development having frontage on Marina Lagoon shall provide and retain public access to provide a connection to the Marina Lagoon.



Policy COS 2.6 Sugarloaf Mountain Management. Improve, maintain, and manage the natural qualities and habitat of Sugarloaf Mountain and Laurelwood Park, including management of public access, study, recreation, and wildland fire hazards.



Policy COS 2.7 Sugarloaf Mountain Interpretive Opportunities. Promote public awareness of the value and care of Sugarloaf Mountain through on-site interpretive programs or displays that are in character with the open space, consistent with the adopted management plan.

ACTIONS

Action COS 2.8 Improvements to Bayfront Nature Area. Review plans for the remaining uncompleted portions of Shoreline Park, including the Bayfront Nature Area, Bay Marshes, and J. Hart Clinton Drive to ensure they reflect current environmental and programmatic needs.

Action COS 2.9 Volunteer Program. Focus volunteer resources on restoring native habitat around the city, especially in the creeks, where feasible.



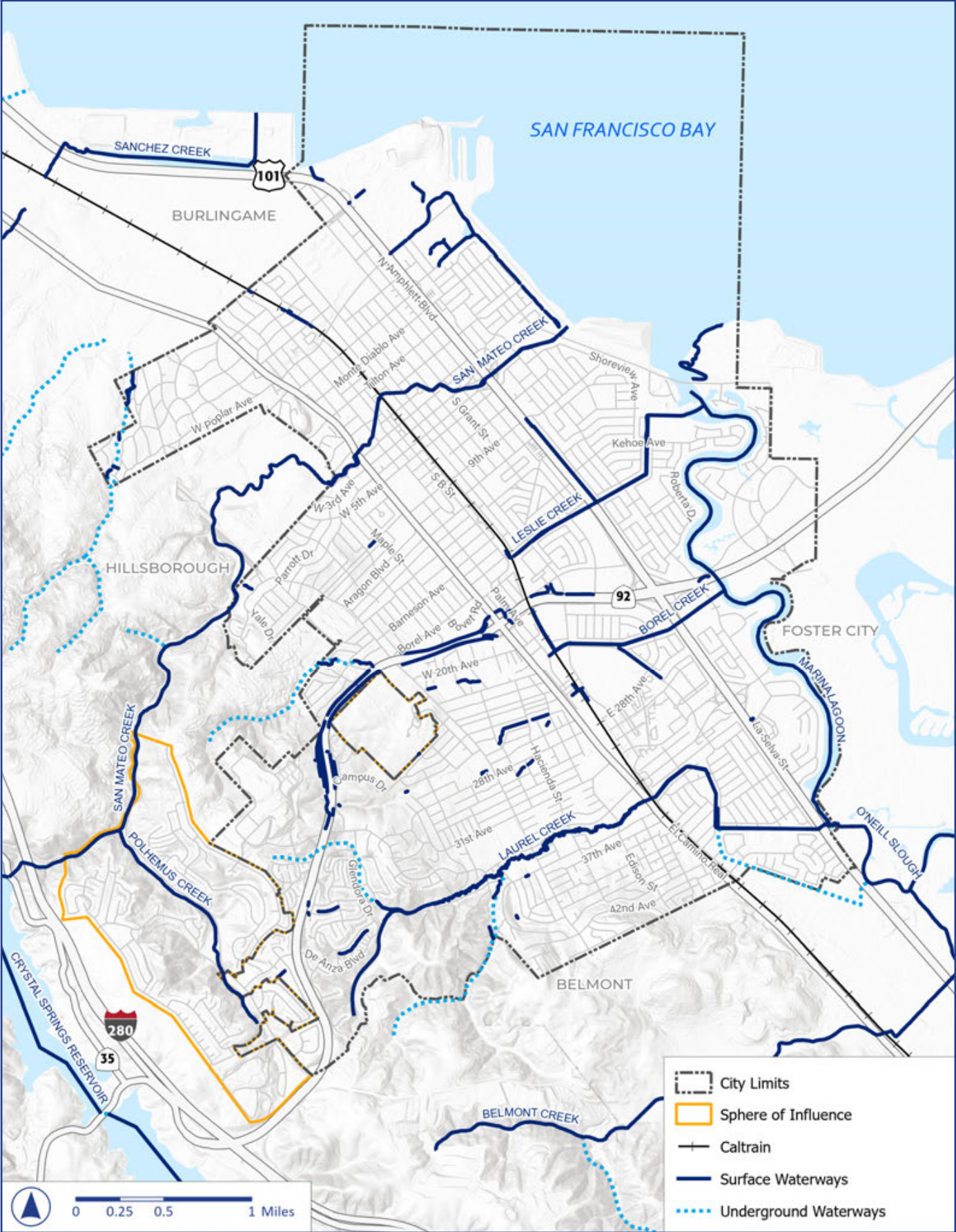
CREEKS AND RIPARIAN AREAS

San Mateo has many waterways and riparian areas that offer immense biological benefits. They provide valuable natural habitats for wildlife and fauna, are a part of the city's hydrologic system, and serve as groundwater recharge areas and wildlife corridors. Some of the city's prominent waterways include the Marina Lagoon (formally Seal Slough), San Mateo Creek, Polhemus Creek, and Laurel Creek. Other waterways in the city include Leslie Creek, Borel Creek, and the Marina Lagoon. Figure COS-3 shows waterways in San Mateo, including underground waterways.

While the creeks and riparian areas serve important ecological functions, they are also susceptible to stormwater runoff and pollution. The City strives to protect and improve the system of creeks so wildlife habitats can continue to thrive, current and future generations can continue to enjoy them, and the city's hydrologic system is more resilient to flooding and sea level rise.

This section provides policy direction for protecting and enhancing creeks. Goals and policies focused on water supply and flood-control infrastructure can be found in the Public Services and Facilities Element, and policies and actions to protect against flooding and sea level rise are in the Safety Element.

Figure COS-3 Waterways



Source: USGS and City of San Mateo Public Works; ESRI, 2022; PlaceWorks, 2023.

GOALS, POLICIES, AND ACTIONS

GOAL COS-3 Protect and improve San Mateo's creeks as valuable habitat and components of human and environmental health.

POLICIES



Policy COS 3.1 Aesthetic and Habitat Values – Public Creeks. Preserve and enhance the aesthetic and habitat values of creeks, such as San Mateo, Laurel, and Beresford Creeks, and other City-owned channels in all activities affecting these creeks, including revegetation, rewilding, erosion control, and adequate setbacks for structures.



Policy COS 3.2 Aesthetic and Habitat Values – Private Creeks. Encourage preservation and enhance the aesthetic and habitat values of privately owned sections of all other creeks and channels, shown in Figure COS-3.

Policy COS 3.3 Groundwater Protection. Support the County of San Mateo's efforts to protect the quality and quantity of groundwater resources in the city.



Policy COS 3.4 Groundwater Infiltration. Protect existing open spaces, natural habitat, floodplains, and wetland areas that allow for percolation and infiltration of stormwater runoff to slow and reduce the flow of runoff and improve water quality and identify areas to protect when considering new development.



Policy COS 3.5 Preservation of Beneficial Uses. Manage Marina Lagoon to balance and enhance its beneficial uses. Manage other water bodies to allow for limited nearby recreation, such as picnicking, hiking, boating, sightseeing, and interpretive study.



AIR QUALITY

Clean and safe air is essential to the health of everyone in San Mateo. While San Mateo benefits from fresh air that blows in from the bay and the Pacific Ocean, air quality remains a concern due to the serious and lifelong health impacts of exposure to air pollution. “Mobile sources,” including cars and trucks along US Highway 101 and State Route (SR-) 92, are a significant source of air pollution in San Mateo. While San Mateo and its neighbors do not include much heavy industry, smaller “stationary sources,” like gas stations and dry cleaners, also emit pollutants. Finally, natural sources, such as windblown dust and wildfire smoke from other parts of the state, can have drastic effects on air quality in San Mateo.

San Mateo neighborhoods do not have equal access to safe and clean air. For example, neighborhoods along US Highway 101, and around the US Highway 101/SR-92 interchange, are exposed to significantly more diesel particulate matter than neighborhoods in the hills or along the bay. These tiny particles, emitted by diesel engines in trucks, buses, and other heavy equipment, are particularly harmful because they are breathed deep into our lungs, and are known to increase cancer risk, asthma attacks, and chronic heart and lung disease. Improving air quality and health outcomes in equity priority communities is a theme throughout this General Plan.

This section provides policy direction on improving air quality throughout San Mateo. Some of the policies support mitigation measures focused on lessening air quality impacts, as identified in the General Plan 2040 Environmental Impact Report (EIR). Those policies that also serve as mitigation for air quality impacts are detailed, specific, and quantitative to meet the requirements of State environmental law.

GOALS, POLICIES, AND ACTIONS

GOAL COS-4 Goals, policies, and actions focused on equity priority communities can be found throughout the General Plan. The Land Use Element also includes goals and policies on environmental justice under Goal LU-8. All San Mateo residents should have the ability to breathe safe, clean air.

POLICIES



Policy COS 4.1 Air Quality Thresholds. Use thresholds of significance that match or are more stringent than the air quality thresholds of significance identified in the current Bay Area Air Quality Management District (BAAQMD) Air Quality Guidelines when evaluating air quality impacts of projects.



Policy COS 4.2 Health Risk Assessment. Require new development not exempt from CEQA that includes sensitive receptors to prepare Health Risk Assessments. Identify appropriate mitigation, based on the findings of the Health Risk Assessment, to reduce health risks from major sources of toxic air pollution, such as high-volume roadways, stationary sources, permitted sources from BAAQMD, and warehousing.



Policy COS 4.3 BAAQMD Planning for Healthy Places. Require new development to adhere to BAAQMD's Planning for Healthy Places guidance when local conditions warrant.



Policy COS 4.4 Activity Near Sensitive Receptors. Comply with State regulations that prohibit nonessential idling of vehicles near sensitive receptors, such as the requirements outlined in Title 13 of the California Code of Regulations (CCR).



Policy COS 4.5 Odors. When proposed development generating odors is proposed near residences or sensitive receptors, either adequate buffer distances shall be provided (based on recommendations and requirements of the California Air Resources Board [CARB] and BAAQMD), or filters or other equipment/solutions shall be provided to reduce the potential exposure to acceptable levels. Potential mitigation associated with this policy requirement will be coordinated with any required permit conditions from BAAQMD.

When new residential or other sensitive receptors are proposed near existing sources of odors, either adequate buffer distances shall be provided (based on recommendations and requirements of CARB and BAAQMD), or filters or other equipment/solutions shall be provided to reduce the potential exposure to acceptable levels.



Policy COS 4.6 Toxic Air Contaminants. Require that when new development that would be a source of toxic air contaminants (TACs) is proposed near residences or sensitive receptors, either adequate buffer distances shall be provided (based on recommendations and requirements of CARB and BAAQMD), or filters or other equipment/solutions shall be provided to reduce the potential exposure to acceptable levels.

When new residential or other sensitive receptors are proposed near existing sources of TACs, either adequate buffer distances shall be provided (based on recommendations and requirements of CARB and BAAQMD), or filters or other equipment/solutions shall be provided to the source to reduce the potential exposure to acceptable levels.



Policy COS 4.7 Air Quality Construction Impacts. Require new construction and grading activities to mitigate air quality impacts generated during construction activities in compliance with BAAQMD's regulations and guidelines on construction activity impacts.



Policy COS 4.8 Truck Facilities. Require new development, when applicable, to provide adequate truck parking loading space, and generators for refrigerated trucks to prevent idling during truck operation.



Policy COS 4.9 Air Pollution Exposure. For new development that is located within 1,000 feet from US Highway 101 and State Route 92, require installation of enhanced ventilation systems and other strategies to protect people from respiratory, heart, and other health effects associated with breathing polluted air.

ACTIONS



Action COS 4.10 Air Quality Improvement. Support and partner with Bay Area Air Quality Management District (BAAQMD) in monitoring, education, permitting, enforcement, grants programs, or other efforts to improve air quality issues and health outcomes for all.

Action COS 4.11 Clean Air Refuges. Develop and implement a plan to provide clean air refuges during times when outdoor air quality is unhealthy. Explore the feasibility of participating in State grant programs to fund retrofits of ventilation systems at public buildings to provide refuge for residents during periods of unhealthy air quality caused by excessive smoke from wildfires.

PARKS AND RECREATION

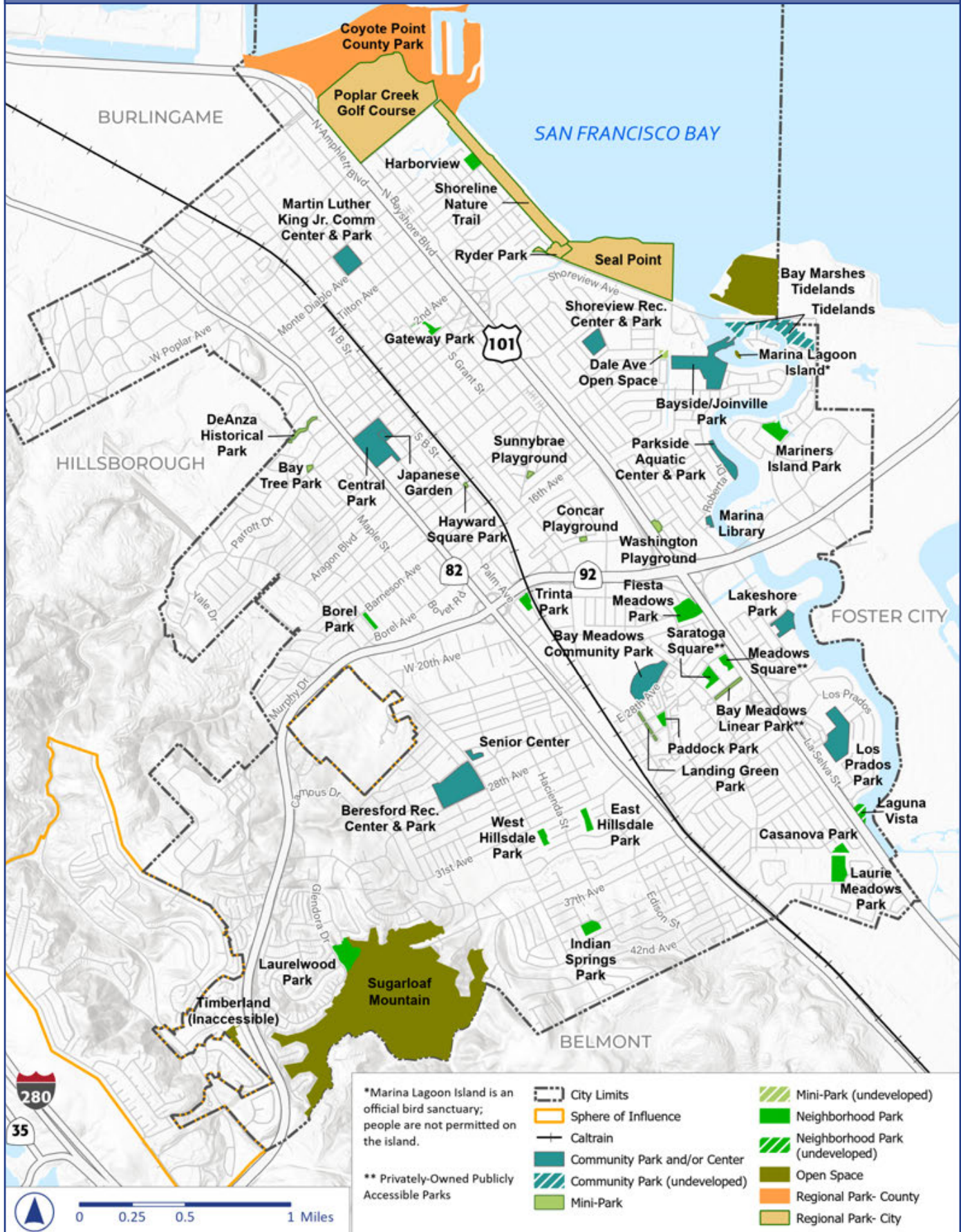
The City of San Mateo has a variety of parks and recreational facilities that provide community members with access to nature, encourages healthy lifestyles, and support a mixture of active and passive recreation opportunities. The City's park system includes more than a dozen neighborhood parks, nine community parks, six recreation/community centers, two pools, the Shoreline regional park system, several small "mini" parks, and an estuary lagoon for boating. Within the City Limits, the County of San Mateo owns and operates the 155-acre Coyote Point Recreation Area. Combined, the San Mateo community has access to approximately 795 acres of parks and open space, or 7.36 acres per every 1,000 residents. Figure COS-4 depicts the location of the parks and open spaces within San Mateo and Figure COS-5 shows a one-third-mile radius around each park and open space area. As shown in Figure COS-4, Marina Lagoon Island is a bird breeding and nesting site, which means people are not permitted on the island.

San Mateo offers many recreation facilities and programs for its members, guided by the Recreation Facilities Strategic Plan. The City's facilities include six recreation/community centers, two pools, and the 18-hole Poplar Creek Golf Course. People of all ages participate in the City's extensive menu of community activities, which includes youth and family aquatics, children's summer camps, adult fitness programs, teen programs, and interactive classes for older adults and seniors. Throughout the year, the City hosts special community events to foster community engagement and provide family friendly fun for San Mateo residents.

This section provides policy direction for parks, recreational programs, and facilities in San Mateo. Goals and policies focused on access to nature and the preservation of open space can be found under Goal COS-2 of this element. Other City services and facilities are addressed in the Public Services and Facilities Element, and expectations for the integration of parks and open spaces into new development are found in the Land Use Element.



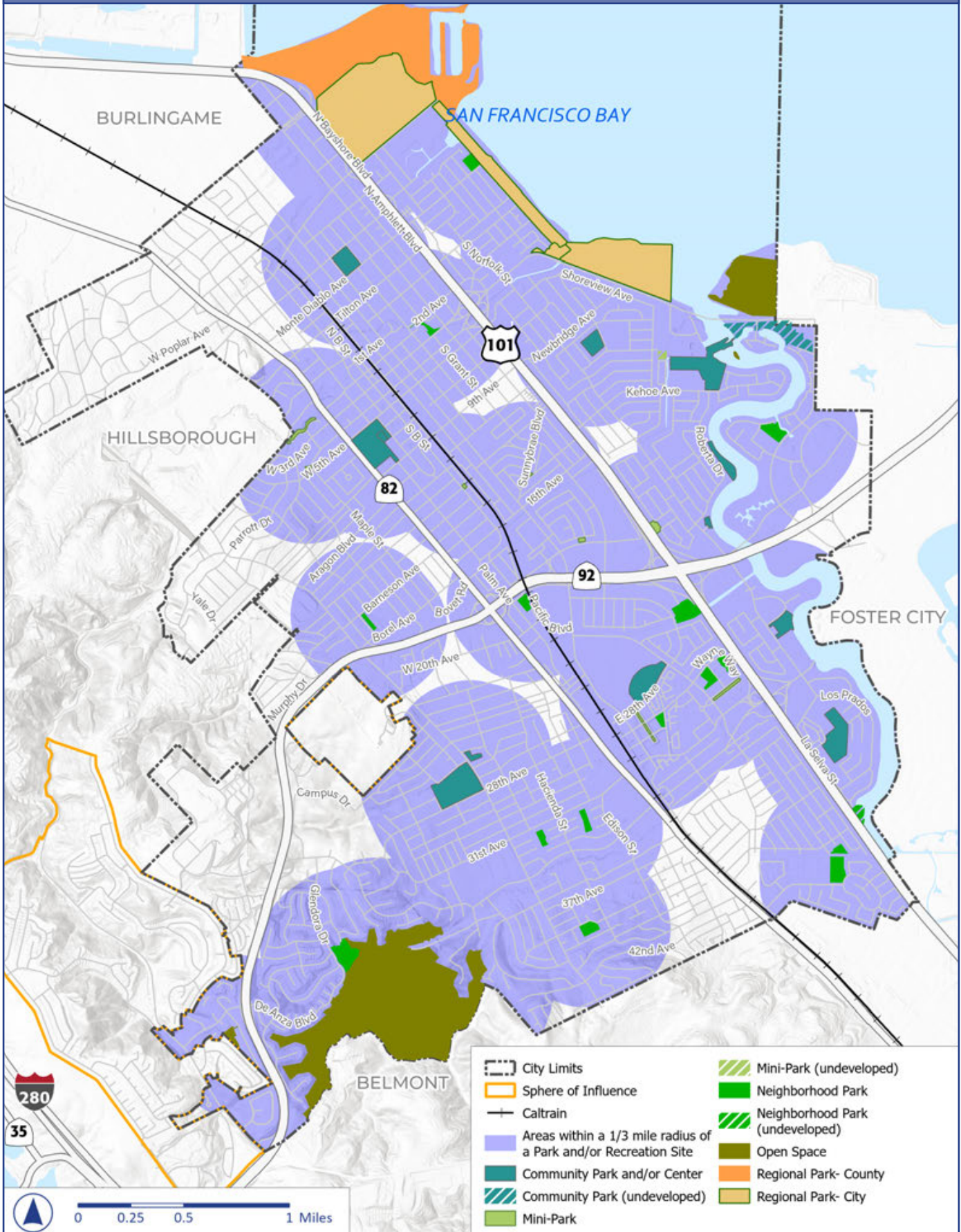
Figure COS-4 Public Parks and Recreation Sites



Source: ESRI, 2022; PlaceWorks, 2023.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Figure COS-5 Public Parks and Recreation Sites Service Radius



Source: ESRI, 2022; PlaceWorks, 2023.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL COS-5 Provide a comprehensive system of park and recreation programs and facilities based on the needs of the city’s residents to encourage healthy lifestyles and ensure access for all.

POLICIES

Policy COS 5.1 Active and Healthy Lifestyles. Maintain and expand programs that promote active and healthy lifestyles and incorporate health and wellness practices into everyday life, such as healthy eating and nutrition education programs, water safety and swim programs, walking and bicycling as a mode of healthy transportation, and youth fitness activities.



Policy COS 5.2 Creating Community. Cultivate opportunities to come together as a community, celebrate our heritage, cultures, and milestones, and have social supports available, which are key to creating a sense of community and building community resilience.



Policy COS 5.3 Creative Outlets. Provide skill development and performance opportunities within each of the major art forms with an emphasis on promoting lifelong enjoyment to nurture creative discovery.

Policy COS 5.4 Enrichment and Lifelong Learning. Provide a wide array of enriching and lifelong learning opportunities that provide mental stimulation, self-improvement, exploration, educational opportunities, and skills that can be applied at home or business.



Policy COS 5.5 Parks as Learning Environments. Enhance the role of parks as learning environments by providing interpretive opportunities to community organizations and at City-operated facilities to increase public awareness of their unique cultural, historical, and environmental characteristics.



Policy COS 5.6 Child and Youth Development. Provide preschool through teenage youth with a variety of experiences that nurture individuality, spark imagination, encourage active recreation, and build the skills needed to ensure success in the next stage of development.



Policy COS 5.7 Aging Adults. Promote policies, programs, services, and public infrastructure improvements through either direct City provision or through collaborative partnerships with other agencies to ensure that older adults can age in place while feeling valued and supported.



Policy COS 5.8 Community-Led Activity Initiatives. Work with local community groups and San Mateo County Health to initiate walking, hiking, cycling, and other recreation clubs and activities to increase participation, safety, and social cohesion.



Policy COS 5.9 Conservation and Nature Awareness. Increase public awareness of the importance of and appreciation for conservation opportunities and the value of connecting children to nature with enhanced programs and public outreach.

Policy COS 5.10 Community Gardens. Support community gardens on sites with quasi-public uses and on publicly owned land, such as City parks or facilities, or as part of new private development, where feasible and appropriate.



Policy COS 5.11 Central Park. Promote Central Park's character as the City's signature park and community gathering place.

ACTION

Action COS 5.12 Coordination with Education Providers. Coordinate with education providers, including local school districts, the College of San Mateo, and the San Mateo Public Library, to identify appropriate service targets and provide activities within those identified targets.

GOAL COS-6 Provide equitable and convenient access to parks, recreational programs, and facilities so that all residents experience the physical and mental health benefits of parks and open space.

POLICIES



Policy COS 6.1 Accessible Facilities. Continue to provide general park facilities that are free and open to the public, except for reservations of specific facilities by groups or individuals, or for facilities that traditionally charge fees (e.g., Golf Course, Marina Lagoon boat access). Address the lack of access to recreational facilities for neighborhoods east of El Camino Real, especially east of US Highway 101.

Policy COS 6.2 Recreation Fee Assistance. Continue to provide program fee assistance to qualifying families and older adults consistent with the Park and Recreation Commission-endorsed administrative policy for fee assistance.

Policy COS 6.3 Privately Owned Public Spaces. Require privately owned publicly accessible open space to be designed in a way that is welcoming for all, including public access signage and minimal physical or visual barriers, to ensure that the space is open and available to the community.

Policy COS 6.4 Equitable Access Analysis. When developing park master plans, include an equitable access analysis to identify deficiencies and potential solutions to address deficiencies found in the analysis.

ACTIONS

Action COS 6.5 Customer Service. Adopt policies and practices that create satisfied customers and develop life-long relationships with our users.

Action COS 6.6 Inclusion and Accessibility. Create policies, programs, and facility designs that are age-integrated, inclusive, respectful, and supportive for all members of the community. Expand cultural awareness and appreciation through culturally relevant programs and special events.

Action COS 6.7 Privately Owned Public Spaces Inventory. Develop and maintain a list of all publicly accessible private open space in the city.



Action COS 6.8 Resident Input. Solicit a broad spectrum of resident input for major park improvements or park master plans. Conduct multilingual and culturally sensitive outreach to ensure all voices are included in park planning efforts and that San Mateo's parks reflect the diversity of the community.



Action COS 6.9 Public Information. Communicate through diverse channels and in multiple languages the benefits and value park and recreation services bring in making San Mateo a more livable, economically viable, and socially responsible community.

Action COS 6.10 Technology Innovation. Identify and incorporate technology innovations as an ongoing strategy to better serve the public, e.g., virtual trail maps, digitalized park signage, virtual programming.

GOAL COS-7 Provide the appropriate mix of parks and facilities that balances the needs of active and passive facilities, allows formal and informal uses, is accessible for all residents, and meets existing and future recreation needs.

POLICIES

Policy COS 7.1 Facility Standards. Use the Park and Recreation Facility Standards to assess the adequacy of existing facilities; to design, develop, and redevelop sites; and to acquire or accept new sites.

Policy COS 7.2 Acreage Standards. Acquire or accept for dedication two acres of neighborhood and community parks per 1,000 residents.

Policy COS 7.3 Walkable Parks and Amenities. Provide accessible public park or other recreational opportunities that are within approximately one-third of a mile (a 15-minute walk) of residents without travel over significant barriers. Ideally, one or more of the following amenities should be available: multipurpose turf area, children's play area with preschool and youth apparatus, seating areas, picnic areas, a multiuse court, and an opportunity for passive enjoyment of an aesthetically landscaped space.

Policy COS 7.4 Passive Recreation. Support efforts to create a passive recreation system that connects parks and nodes in the city to increase connectivity on select public rights-of-way for pedestrians.

Policy COS 7.5 Active-Use Facilities. Provide sufficient active-use facilities to support current needs and future trends, including, but not limited to, multiuse athletic turf areas; court games; action sports, e.g., bicycling; and a system of pedestrian and bicycle trails that will provide inter-connectivity between parks.

Policy COS 7.6 Master Planning. Continue to prepare and maintain master plans for all undeveloped parks and for those parks over two acres prior to development or major redevelopment. Allow interim uses if such uses will not adversely impact or limit potential permanent uses.

Policy COS 7.7 Rehabilitation or Purchase of School Sites. Consider contributions towards rehabilitation or the purchase of recreational facilities on surplus school sites based on an evaluation of their value as community recreation resources.

ACTIONS

Action COS 7.8 Regional Facilities. Explore the feasibility of developing regional recreational and sports complexes with neighboring cities.

Action COS 7.9 Bay Meadows Community Park. Complete the master planning for Bay Meadows Community Park to reflect its value as a city-wide asset that can address one or more identified facility deficiencies.

GOAL COS-8 Plan and develop well-designed parks and recreation facilities compatible with surrounding uses that promote accessibility, efficient use, and practical maintenance.

POLICIES

Policy COS 8.1 Rehabilitation Priorities. Prioritize parks and recreation facilities projects that rehabilitate facilities that have become or will become costly to maintain, only marginally usable, meet the highest community needs, provide significant benefits in relation to costs, or are in equity priority communities.

Policy COS 8.2 Park Preservation. Preserve existing parklands, open spaces, and the golf course for open space, habitat, and recreational use.

Policy COS 8.3 Shared Use. Encourage schools to make their facilities available for City and community-sponsored activities to the greatest extent possible and encourage school agencies to adopt reasonable user fees and operating practices that allow improved community access.

Policy COS 8.4 Optimum Cost-Effectiveness. Proactively maintain and upgrade park infrastructure to optimize its cost-effectiveness and value in meeting community recreation needs.



Policy COS 8.5 Sustainability Practices. Operate park and recreation facilities using environmentally, socially, and economically sustainable management and operating practices that proactively reverse the impacts of climate change or better prepare for its effects.

Policy COS 8.6 Maintenance Standards. Maintain the park system by a set of maintenance standards that reflects community values; maintains, promotes, and optimizes positive use; reduces wildfire risk; and ensures that equipment and facilities are maintained in a safe condition.



Policy COS 8.7 Environmentally Sound Park Operations. Use native and drought-tolerant plant species, efficient irrigation systems, reclaimed water, and sustainable management practices. Expand efforts to improve recycling opportunities in all parks and implement trash-reduction measures, especially during large community events.

Policy COS 8.8 San Mateo City Parks and Recreation Foundation. Continue to support the San Mateo City Parks and Recreation Foundation efforts to expand non-city resource opportunities, such as funding and volunteers, in support of park development, improvements, and maintenance.

ACTIONS

Action COS 8.9 Recreation Facility Infrastructure. Implement the highest-priority improvements identified from the Recreation Facilities Master Plan with special focus on improvements that address safety and accessibility, geographic equity, childcare, aquatics, and multigenerational programming.

Action COS 8.10 Design Principles and Park Image. Establish design principles for all new or renovated parks to maximize productivity, efficiency, and community value, including adding the potential for flexible use for emergency shelters and disaster response. Develop an image plan that includes the effective use of signage, color, lighting, and plant material that meets both aesthetic and maintenance needs.

Action COS 8.11 Maximized Park Assets. Review and update the Asset Management Plan to identify the highest and best use of undeveloped parcels or underutilized areas within existing parks to ensure they are best positioned to meet current and future needs.

Action COS 8.12 Strategic Community Partnerships. Develop and maintain positive partnership relations with schools, businesses, community groups, and civic organizations for park access, maintenance, and enhancement to maximize resources, eliminate duplication of effort, and reach common goals.

Action COS 8.13 Neighborhood-Supported Projects. Increase efforts to seek neighborhood support for enhancement and beautification projects as the City's fiscal resources become constrained. Prioritize enhancement and beautification efforts in equity priority communities.

Action COS 8.14 School Facility Access. Partner with local school districts to explore ways to expand public access to school facilities, including gymnasiums and swimming pools.



GOAL COS-9 Provide stable and adequate operational and capital funding for the parks and recreation system.

POLICIES

- Policy COS 9.1 Program Fees and Cost Recovery.** Maintain and periodically update program fees to recover costs.
- Policy COS 9.2 Maintenance and Operating Costs.** Consider long-term maintenance and operating costs in acquisition, development, and redevelopment decisions.
- Policy COS 9.3 Park Equipment and Maintenance.** Phase out the use of gas-powered equipment and increase the use of more environmentally friendly fertilization options in City parks and facilities over time.
- Policy COS 9.4 Parks and Facilities in Major Projects.** Factor park and facility maintenance and operating costs into park master plans or major facility upgrades.
- Policy COS 9.5 Development Fees.** Assess appropriate fees and taxes to ensure that new development contributes proportional funding to compensate for its impacts on recreation facilities and services.
- Policy COS 9.6 Cooperative Service Delivery.** Use opportunities for cooperative acquisition, development, operation, and programming with private organizations or other public agencies that will provide more effective or efficient service delivery.

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CHAPTER 7

Public Services and Facilities Element





CITY OF SAN MATEO
City Hall

PUBLIC SERVICES AND FACILITIES ELEMENT

INTRODUCTION

Public services and facilities contribute to San Mateo's high quality of life. The City of San Mateo is committed to ensuring our community is safe and has adequate and equitable infrastructure and services. The Public Services and Facilities Element is not one of the required elements for a General Plan. However, the City understands the importance of public services and facilities, and the goals, policies, and actions in this element work to maintain and enhance these services as our community changes. This element covers the following topics:

- Community safety
- Water supply
- Wastewater and flood-control infrastructure
- Energy and telecommunications infrastructure
- Public facilities
- Child care and schools
- Healthcare and social services
- Solid waste

RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Manages wastewater and stormwater to protect water quality in our waterways.
- Supports a resilient building stock that reduces or eliminates carbon emissions.
- Maintains the quality of public services as the city grows.
- Supports solid waste reduction and recycling.
- Supports plans for water management and conservation.



Environmental Justice in this Element:

- Provides for the equitable distribution of public services and facilities throughout the city so that everyone, including vulnerable residents such as children, low-income households, and seniors, can continue to thrive in San Mateo.
- Supports efforts to explore creative options such as reduced permit fees, reduced impact fees, and tax incentives to provide better healthcare services in equity priority communities.
- Commits to code enforcement that advances equity.



Community Engagement in this Element:

- Continues to support public facilities, such as libraries, schools, and child care centers that engage with the community and help them discover, enjoy, connect, and learn in an ever-changing world.
- Ensures that the San Mateo community is informed about potential public services and facilities improvements in their neighborhood by applying outreach and engagement strategies that encourage broad representation and are culturally sensitive.



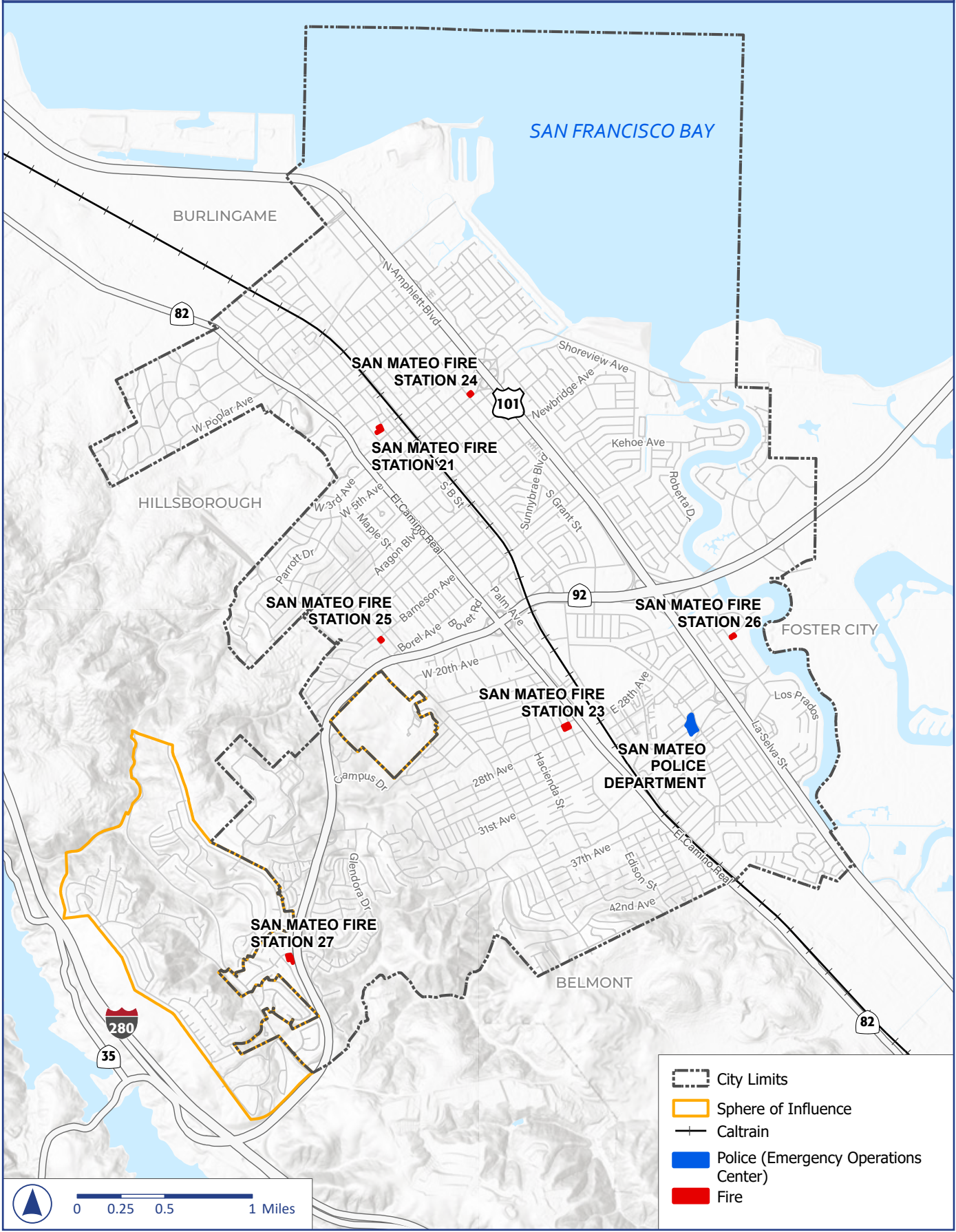
COMMUNITY SAFETY

Community safety services, such as law enforcement, fire personnel, and Emergency Medical Service (EMS) Readiness are vital to protecting the community's health, safety, and welfare. The San Mateo Police Department (SMPD) is a 24/7 comprehensive community policing department that provides many types of services, including responding to crime, enforcing traffic and parking regulations, and working with the city's youth on education and community-building programs. Fire services are provided by the San Mateo Consolidated Fire Department (SMC Fire), a separate agency that serves San Mateo, Belmont, and Foster City. SMC Fire's goals are to meet the State fire protection requirements for all land uses. There are six fire stations in San Mateo, each of which has one fire engine staffed by one Fire Captain and two Firefighters/Engineers. Figure PSF-1 shows the police and fire stations in San Mateo.

The City works with the San Mateo County EMS to respond to medical emergency needs. The County's EMS system is a public/private partnership between a private consulting service that offers ambulance service and paramedic first response, fire service agencies in San Mateo County, and the County Health Services Department's EMS office.

While community safety services are invaluable to San Mateo, the City also recognizes and understands that code enforcement to address safety issues has the potential to both benefit and harm low-income households. The City believes and will work towards a future where code enforcement is used to advance equity, while still continuing to provide high-quality service to the community.

Figure PSF-1 Fire and Police Services



Source: City of San Mateo, 2022; ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-1 Protect the community’s health, safety, and welfare by maintaining adequate police, fire, and life safety protection.

POLICIES

Policy PSF 1.1 Effective Police and Fire Services. Maintain facilities, equipment, and personnel to provide an effective police force and fire protection to serve existing and future population and employment, as identified in the Land Use Element.

Policy PSF 1.2 Police Station. Provide police station facilities to meet the facility requirements through 2040. Distribute, locate, and design police support facilities (i.e., substations) as needed to maximize effectiveness, use, accessibility for police personnel, and community interaction.

Policy PSF 1.3 Fire Stations. Coordinate with and support San Mateo Consolidated Fire Department (SMC Fire) to maintain a high level of service by modernizing fire stations, as needed. Provide new stations and improvements to existing stations and training facilities to meet equipment, staffing, and training requirements, as well as Essential Services Building Requirements.

Policy PSF 1.4 Fire Inspections. Coordinate with and support SMC Fire to maintain fire inspection staffing levels to meet existing needs and the projected 2040 population, employment and development, and inspections mandated by other governmental agencies, consistent with the City’s Building Security Code.

Policy PSF 1.5 Maintenance and Replacement. Coordinate with and support SMC Fire to provide fire apparatus replacement and maintenance programs to achieve a high state of readiness.

Policy PSF 1.6 Emergency Medical Service (EMS) Readiness. Maintain the highest level of Emergency Medical Service (EMS) readiness and response capabilities possible by encouraging interagency medical drills and exercises where hospital personnel work with emergency responders in the field and with Emergency Operation Centers and by encouraging citizens to become trained in basic medical triage and first aid through the Community Emergency Response Team (CERT).



Policy PSF 1.7 Equitable Code Enforcement. Continue to use code enforcement to equitably enforce the City’s property maintenance codes to ensure that all residents, specifically those living in equity priority communities, have safe and sanitary living conditions.

WATER SUPPLY

San Mateo receives water from two primary providers: the California Water Company (Cal Water) and Estero Municipal Improvement District (EMID). Cal Water’s Mid-Peninsula District, which includes the City of San Carlos, serves the majority of San Mateo, while EMID provides services to the bayside portions of San Mateo east of Seal Slough and Foster City.

Cal Water and EMID distribute and sell water directly to consumers; however, both agencies receive their water supply from the San Francisco Regional Water System (SF RWS) operated by the San Francisco Public Utilities Commission (SFPUC). Most of San Mateo’s current water supply comes from Hetch Hetchy reservoir and the Tuolumne River watershed in the Sierras, while the remaining supply comes from the Alameda Creek and San Mateo County watersheds. Figure PSF-2 identifies the watersheds in San Mateo.

Given that drought will be a persistent challenge in California and could affect future water supply, the City will continue to require water conservation and support alternatives to the current water supply to increase the resilience of this critical resource. In addition, the City will continue to explore strategies to increase the water supply such as the SF-Peninsula Regional PureWater project that would turn wastewater from San Mateo and other areas into drinking water.

This section focuses on policy direction for water supply and flood-control infrastructure. Policy direction for protecting and enhancing the city’s waterways can be found in the Conservation, Open Space, and Recreation Element, and policies and actions to protect the community from flooding and sea level rise are in the Safety Element.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-2 Support access to a safe, sustainable, and resilient supply of water for San Mateo.

POLICIES



Policy PSF 2.1 Supplemental Water Sources. Support efforts by California Water Service, Estero Municipal Improvement District, and adjacent jurisdictions to develop supplemental and resilient water sources.

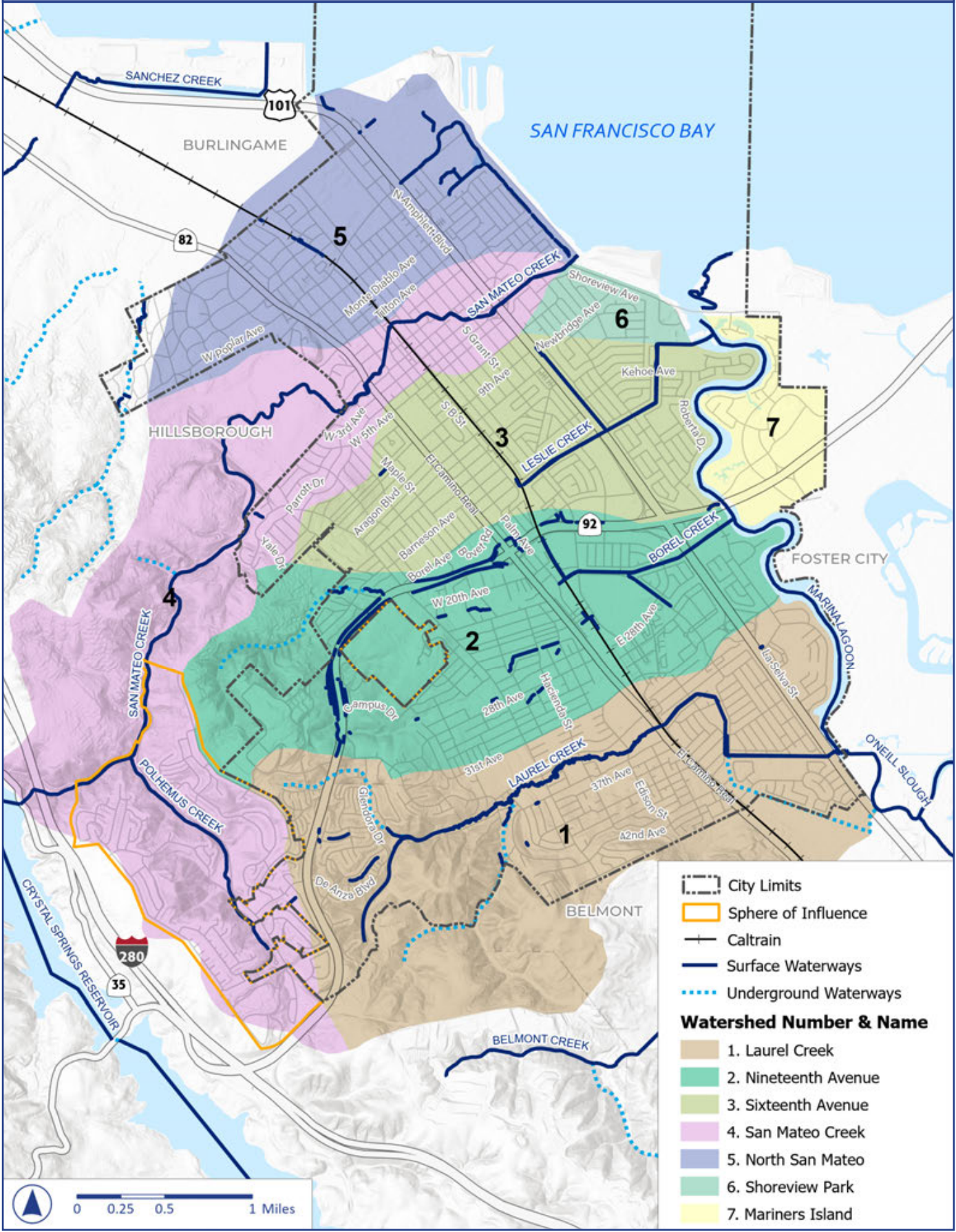


Policy PSF 2.2 Water Supply Planning. Coordinate with Cal Water and Estero Municipal Improvement District upon each update of their respective Urban Water Management Plans to ensure there is an adequate and sustainable water supply for current and future development.



Policy PSF 2.3 Water Conservation. Work with California Water Service, Estero Municipal Improvement District, Bay Area Water Supply Conservation Agency, and other mid-peninsula cities to support local, regional, and statewide water conservation efforts. Encourage all properties to convert to water-efficient landscaping.

Figure PSF-2 Watershed Areas



Source: City of San Mateo, 2022; USGS; ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

- Policy PSF 2.4 Water Supply for New Development.** Require applicants to provide will-serve letters from water purveyors prior to issuing building permits for new development to demonstrate that water supply is available.
- Policy PSF 2.5 Water-Conserving Fixture Retrofits.** Require that all residences and commercial properties that apply for a building permit for alternations or renovations provide proof of water-conserving plumbing fixtures.
- Policy PSF 2.6 Water Offset Requirements.** Require all new development or redevelopment projects to comply with the water conservation and offset policies and requirements imposed by California Water Service or Estero Municipal Improvement District, depending on the water service area in which the project is located.
- Policy PSF 2.7 Water Shortage Plans.** Coordinate with California Water Service and Estero Municipal Improvement District to conduct community outreach and take other steps to ensure compliance with their Water Shortage Contingency Plans during water shortages, such as a drought or supply interruption.
-  **Policy PSF 2.8 Water Efficiency.** Support increased water efficiency in all new development and existing building stock.

ACTIONS

- Action PSF 2.9 Recycled Water.** Continue working with California Water Service, the San Francisco Public Utilities Commission, the Bay Area Water Supply & Conservation Agency, the City of Redwood City, and Silicon Valley Clean Water to develop an advanced water purification facility that treats wastewater from the San Mateo wastewater treatment plant to tertiary treatment standards.
- Action PSF 2.10 Water-Reduction Strategies.** Work with California Water Service, Estero Municipal Improvement District, Bay Area Water Supply Conservation Agency, and other mid-peninsula cities to promote water-reduction strategies and to create an outreach program that will help inform residents and businesses of increased costs, the need for conservation efforts, and available incentives and rebates.
- Action PSF 2.11 Water Purification Facility.** Continue working with California Water Service, the San Francisco Public Utilities Commission, the Bay Area Water Supply & Conservation Agency, the City of Redwood City, and Silicon Valley Clean Water to develop an advanced water purification facility that treats wastewater from the San Mateo wastewater treatment plan to tertiary treatment standards.
- Action PSF 2.12 Water Usage.** Work with Cal Water to collect and track water use by land use type and make this information available to the community.



WASTEWATER AND FLOOD-CONTROL INFRASTRUCTURE

Wastewater

Wastewater is produced by using sinks, flushing the toilet, showering, and doing laundry. Commercial services, industrial facilities, and other sources also create wastewater as a part of their normal business operations.

The City of San Mateo maintains wastewater infrastructure through the Department of Public Works. The City's wastewater system treats wastewater to create a healthy and sanitary environment. The City's wastewater system is made up of over 200 miles of sanitary sewer lines, more than 5,000 manholes, and dozens of sewer lift stations. A majority of the wastewater system is over 60 years old, and the City is in the process of upgrading the aging infrastructure. The Sewer System Management Plan, Integrated Wastewater Master Plan, and Clean Water Program are some of the key documents that will guide San Mateo with this effort.

This system moves the wastewater from where it is generated to the San Mateo Wastewater Treatment Plant, where the wastewater gets treated and eventually discharged into the San Francisco Bay. The wastewater treatment plant is jointly owned by the City of San Mateo, City of Foster City, and Estero Municipal Improvement District (EMID), and it serves more than 150,000 people and businesses at an average flow of 10 million gallons each day. Because of its location along the San Francisco Bay shore, upgrades to the wastewater treatment plant have been designed to anticipate and be resilient to impacts from rising sea levels.

Flood-Control Infrastructure

The city encompasses seven major drainages, both artificial and natural, between the Santa Cruz Mountains and San Francisco Bay along the eastern side of the San Francisco Peninsula. Major watersheds include the North Shoreview District, San Mateo Creek, East Third Avenue, 16th Avenue Drain, 19th Avenue Drain, Laurel Creek, and Mariners Island. The City maintains the Laurel Creek Dam, has 80 miles of storm drain lines, and 10 pump stations that all discharge to San Francisco Bay. The city is also protected against high tides and wind-generated waves from San Francisco Bay through a three-mile bayfront levee system.



The Marina Lagoon is a 1,400-acre-foot water storage facility that was created from remnants of O’Neill Slough and Seal Slough and was dredged and leveed to provide flood protection and recreational opportunities. The lagoon captures water flowing from the 16th Avenue Drainage Channel, 19th Avenue Drainage Channel, and Laurel Creek. The three tributaries provide a source of freshwater runoff during the winter. Circulation and water quality in the Marina Lagoon are enhanced by allowing bay water from Belmont Slough to flow into the lagoon at the O’Neil Tide Gate.

The 2004 San Mateo Storm Drain Master Plan provides an assessment of capital improvement projects needed for flood protection. San Mateo’s flood-control infrastructure will continue to play a key role in protecting the community from both sea level rise and extreme storm events as the climate changes.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-3 Maintain sewer, storm drainage, and flood-control facilities adequate to serve existing needs, projected population, and employment growth and that provide protection from climate change risk.

POLICIES

Policy PSF 3.1 Sewer System. Provide a sewer system that safely and efficiently conveys sewage to the wastewater treatment plant. Implement the Sewer System Management Plan to ensure proper maintenance, operations, and management of all parts of the wastewater collection system.

Policy PSF 3.2 Sewer Requirements for New Development. Require new multifamily and commercial developments to evaluate the main sewer lines in the project vicinity, which will be used by the new development and make any improvements necessary to convey the additional sewage flows.

Policy PSF 3.3 Sewer Overflow Reduction. Eliminate sanitary sewer overflows, which create a public health hazard for residents and compromises the water quality of the city's creeks, Marina Lagoon, and San Francisco Bay.

Policy PSF 3.4 Wastewater Treatment Plant. Operate, upgrade, and maintain the Wastewater Treatment Plant to ensure ongoing wastewater treatment in compliance with regulatory requirements.

Policy PSF 3.5 Interagency Coordination for Wastewater Planning. Coordinate future planning of the sewer collection and wastewater treatment plant with the other users of the systems, including the Estero Municipal Improvement District (City of Foster City), the Crystal Springs County Sanitation District, Town of Hillsborough, and City of Belmont.

Policy PSF 3.6 Stormwater System. Operate, upgrade, and maintain a stormwater drainage and flood-control system that safely and efficiently conveys runoff to prevent flooding and protect life and property; minimizes pollutants discharging to creeks and San Francisco Bay; manages stormwater as a resource and not a waste; and protects against the impacts of climate change.



Policy PSF 3.7 Water Quality Standards. Manage City creeks, channels, and the Marina Lagoon to meet applicable State and federal water quality standards. Protect and restore creeks to a level acceptable for healthy marine and bird habitat.

Policy PSF 3.8 Stormwater Pollution Prevention. In accordance with requirements in the Municipal Regional Stormwater Permit, implement programs, plans, and policies to ensure pollutants are minimized in stormwater runoff.



Policy PSF 3.9 Low-Impact Development. Minimize stormwater runoff and pollution by encouraging low-impact design (LID) features, such as pervious parking surfaces, bioswales, and filter strips in new development.



Policy PSF 3.10 New Creekside Development Requirements. Require that new creekside development protect and improve setbacks, banks, and waterways adjacent to the development projects to increase flood protection and enhance riparian vegetation and water quality. Prevent erosion of creek banks.

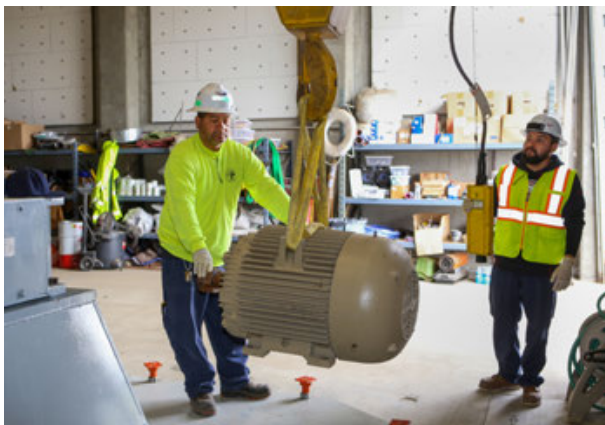


Policy PSF 3.11 Hydrologic Impacts of Creek Alteration. Ensure that improvements to creeks and other waterways do not cause adverse hydrologic impacts, adversely affect adjacent properties, or significantly increase the volume or velocity of flow of the subject creek.

Policy PSF 3.12 Levee System. Continue to assess, maintain, and upgrade the City's levee system. Collaborate with the Federal Emergency Management Agency, OneShoreline, and neighboring agencies to ensure adequate flood control and sea level rise protection.

ACTIONS

- Action PSF 3.13 City Infrastructure Studies and Master Plans.** Develop and coordinate studies and master plans to assess infrastructure and to develop a Capital Improvement Program for necessary improvements. Incorporate climate change risks, such as the impacts of droughts, increasing storm events, sea level rise, and groundwater changes in the planning process.
- Action PSF 3.14 Stormwater Treatment.** Continue to participate in the San Mateo Countywide Stormwater Pollution Prevention Program to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) permit to prevent water pollution from point and non-point sources.
- Action PSF 3.15 Green Infrastructure.** Implement the City’s Green Infrastructure Plan to gradually shift from a traditional stormwater conveyance system (“gray”) to a more natural system that incorporates plants and soils to mimic watershed processes, capture and clean stormwater, reduce runoff, increase infiltration, and create healthier environments (“green”).
- Action PSF 3.16 Stormwater Pollution Prevention Education.** Partner with other agencies and organizations, such as Flows to Bay, to help inform residents and businesses of ways to protect water quality and prevent stormwater pollution.
- Action PSF 3.17 Stormwater Requirements for Development.** In accordance with State regulatory mandates, require applicable new and redevelopment projects to incorporate site design, source control, treatment, and hydromodification management measures to minimize stormwater runoff volumes and associated pollutants. Stormwater management via green infrastructure systems shall be prioritized.
- Action PSF 3.18 Incentives for Low-Impact Development.** Develop and implement incentives to encourage applicants to include low-impact design features in new development.



ENERGY AND TELECOMMUNICATIONS INFRASTRUCTURE

Energy

In San Mateo, energy mostly comes from electricity and natural gas. Pacific Gas and Electric Company (PG&E) and Peninsula Clean Energy (PCE) provide electrical services. PCE purchases electricity that is produced from renewable energy sources and works with PG&E to distribute the electricity to consumers in San Mateo. PG&E is the sole provider and distributor of natural gas services.

Because electric utilities serving San Mateo offer clean electricity options, much of San Mateo's electricity already comes from carbon-free sources. Residents and businesses in PCE's service area, including San Mateo, are automatically enrolled in PCE's ECOplus service, which is distributed to customers through PG&E's existing grid infrastructure. Both PCE and PG&E are required by State law to accelerate the deployment of renewable energy to achieve a standard of at least 60 percent renewable electricity by 2030 and 100 percent electricity from carbon-free sources by the end of 2045. Increasing the amount of locally distributed energy resources from renewable sources, such as rooftop solar energy systems, will reduce the cost of electricity for residents and businesses and enhance the local economy. The City is also pursuing policies and building code changes that will require new and existing buildings to use all-electric energy sources and eliminate natural gas as an energy source. By expanding on-site electricity generation and storage, San Mateo will reduce greenhouse gas emissions and become more resilient to grid failures and power disruptions.

Additional policies and actions that connect energy use and climate change are in the Land Use Element.

Telecommunications

Telecommunications services, which include wireless internet, cell phone and wireline telephone, cable television, and satellite television, are offered by multiple service providers in the City of San Mateo. Mobile telephone service and wireless internet service is offered by multiple companies, which gives San Mateo residents and businesses a variety of options when choosing a mobile telephone and/or internet service provider.

The backbone of wireless networks consists of long-haul fiberoptic cables that connect major internet hubs over long distances. In San Mateo County, long-haul fiberoptic cables run north to south throughout the county. These networks can be expanded using small cell facilities, which are single small antennae placed on existing utility poles or streetlights along with small pole-mounted radios and other accessory equipment. They help wireless service providers meet the growing demand for wireless services. In general, as of 2019, residential and commercial broadband service levels in San Mateo are consistent with San Francisco Bay Area averages, according to the California Broadband Mapping Program.

Utility Undergrounding

Undergrounding electrical lines and telecommunications infrastructure helps improve safety and community aesthetics with the added benefits of a more reliable utility and increased property values.

Placing electrical lines underground reduces wildfire risks by eliminating the potential for live electrical wires to ignite fires. Utilities placed underground are also protected from wind and storm events that often disrupt service. Personal safety is also improved by removing the potential for live-wire contact injuries and reducing collision points for automobiles and people, especially those with vision or mobility disabilities, through the removal of utility poles. Although there are many benefits to utility undergrounding, the primary disadvantage is it is more costly to underground utilities compared to the traditional overhead configuration. The City will continue to require private developers to underground utility service connections for new development and underground existing overhead lines when justifiable. The City will also continue to work with PG&E and other utility providers to underground new and existing overhead infrastructure as opportunities arise and funding permits.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-4 Promote the development of a clean energy supply, energy-efficient technology, and telecommunications facilities that benefit all members of the community.

POLICIES



Policy PSF 4.1 Clean Energy. Support the advancement of a carbon-neutral energy supply.



Policy PSF 4.2 Energy Conservation. Support efforts to reduce per-capita energy use.

Policy PSF 4.3 Building Electrification. Require electrification for new building stock and reduce fossil fuel usage for existing building stock at the time of building alteration.



Policy PSF 4.4 Energy Resilience. Require new development projects to incorporate energy-efficiency measures, electric equipment, solar energy systems, and battery storage into their projects (Building Integrated Photo-Voltaic/BIPV) and encourage existing development to incorporate solar energy systems and battery storage.



Policy PSF 4.5 Grid Resilience. Support PG&E's efforts to improve grid resilience and capacity to meet increased electrical demand.



Policy PSF 4.6 Renewable Energy Neighborhood Microgrids. Encourage the establishment of renewable energy neighborhood microgrids to support resilience.

Policy PSF 4.7 Service Improvement and Expansion. Seek to ensure adequate energy and communication systems to serve existing and future needs while minimizing impacts on existing and future residents by requiring new development to underground power lines and provide underground connections, when feasible, and prioritizing cellular coverage for all areas of the city while appropriately minimizing visual impacts of cellular facilities, antennas, and equipment shelters.

Policy PSF 4.8 Access and Availability. Work with service providers to support access to and availability of a wide range of state-of-the-art telecommunication systems and services for households, businesses, institutions, and public agencies in San Mateo.

Policy PSF 4.9 Coordinate Infrastructure Improvements. Combine, to the extent possible, upgrades and repairs to public infrastructure, such as roadways with utility needs, broadband upgrades, bicycle and pedestrian improvements, and levees.

Policy PSF 4.10 Private Utility Undergrounding. Require new private development to underground service connections onto private property.

Policy PSF 4.11 Public Wi-Fi. Provide high-speed internet access to the public at all City facilities.

ACTIONS

Action PSF 4.12 Dig Once. Establish a “dig once” policy, coordinating utility and roadway construction to avoid digging up the right-of-way multiple times, to reduce costs and impacts on the public right-of-way. The policy shall apply to infrastructure, utilities, and broadband whenever possible.

Action PSF 4.13 Utility Network Undergrounding. Underground existing electrical and communication transmission and distribution lines in the public right-of-way as funds permit.

Action PSF 4.14 Utility Undergrounding Requirements. Amend the San Mateo Municipal Code to require new private development to underground utilities and service connections on and adjacent to the site and to install and maintain signs, streetlights, and street landscaping adjacent to sidewalks.



Action PSF 4.15 Renewable Energy. Increase new annual installations of solar or renewable energy systems. Partner with Peninsula Clean Energy to study and implement a sustainable and resilient system that can be used as a pilot program for locally generated power not reliant on outside power sources.



Action PSF 4.16 Solar Energy. Promote local partnerships and rebate opportunities that make solar and battery storage simpler and more affordable while ensuring that the permit process is quick and inexpensive.



PUBLIC FACILITIES

San Mateo's public facilities provide a range of community services that support and enrich the lives of the city's residents. The San Mateo Public Library operates three physical libraries that have services, programs, and resources for members of all ages, such as Project Read – an adult literacy program, activities for teens, and a Job Seekers Center. It also has an eLibrary that allows users to borrow digital copies of printed material. Other public facilities include City Hall, the Corporation Yard, and the Senior Center and the Martin Luther King Jr. Community Center. The City is proud to provide these services and facilities for its residents, and it will continue to ensure that all San Mateo residents, particularly those in vulnerable communities such as youths, low-income households, and seniors have access to well-maintained facilities that serve their needs.

The San Mateo County Events Center is a public facility within the city, but it is owned and operated by the County. The Events Center covers 48 acres and includes a park, outdoor space, and 195,000 square feet of meeting space for trade events, corporate meetings, sporting events, festivals, etc.

For background information and policies about the City's park and recreation facilities and programs, please refer to the Conservation and Open Space Element.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-5 Maintain and develop public facilities, and ensure they are equitably available to all current and future members of the community.

POLICIES



Policy PSF 5.1 Equitable Facilities. Ensure that all San Mateo residents and employees have access to well-maintained facilities that meet community service needs. Encourage the development of facilities and services for vulnerable communities, such as children, low-income households, and seniors, in a variety of settings.

Policy PSF 5.2 Joint Use. Encourage joint use and public-private partnerships where feasible.

Policy PSF 5.3 City Hall. Consider upgrading or expanding City Hall to ensure sufficient space is available and consider establishment of a downtown facility or civic campus to support City staffing and service needs through the year 2040 and beyond.



Policy PSF 5.4 Library Resources and Services. Continue to maintain a comprehensive collection of resources and services to help the community discover, enjoy, connect, and learn in an ever-changing world. Continue to offer quality library services and programs to a diverse community promoting literacy and lifelong learning. Maintain a materials budget, staffing, and service hours for the City's library system that are adequate to meet the community needs and meet the continuing changes in information technology.

Policy PSF 5.5 Library Facilities. Maintain capital investment for essential repairs and space-enhancements to meet current and future needs of library patrons and community organizations.

Policy PSF 5.6 Cultural and Entertainment Facilities. Encourage the establishment of cultural and entertainment facilities in the downtown core and allow these types of uses to fulfill retail frontage requirements.

Policy PSF 5.7 Incentives for Public Facilities. Provide incentives to developers to encourage space for public facilities in new development.



Policy PSF 5.8 Martin Luther King Jr. Community Center. Improve and maintain the Martin Luther King Jr. Community Center as an important neighborhood-serving community and recreational facility in the North Central Equity Priority Community.

Policy PSF 5.9 Corporation Yard. Maintain corporation yard facilities with functions such as vehicle repair facilities, equipment and material storage, and administrative office space to support City operational needs.

Policy PSF 5.10 San Mateo County Events Center. Promote the physical and aesthetic improvement of the San Mateo County Events Center.



Policy PSF 5.11 Inclusive Outreach. Notify the community of potential public services and facilities improvements in their neighborhood. Use outreach and engagement methods that encourage broad representation and are culturally sensitive, particularly for equity priority communities.

CHILD CARE AND SCHOOLS

Although the City doesn't have direct control over educational institutions, it can support local schools through efforts like coordinating on construction and improvements, calming traffic along student travel routes, and communicating about major projects and planned growth to help all parties adequately prepare for the future.

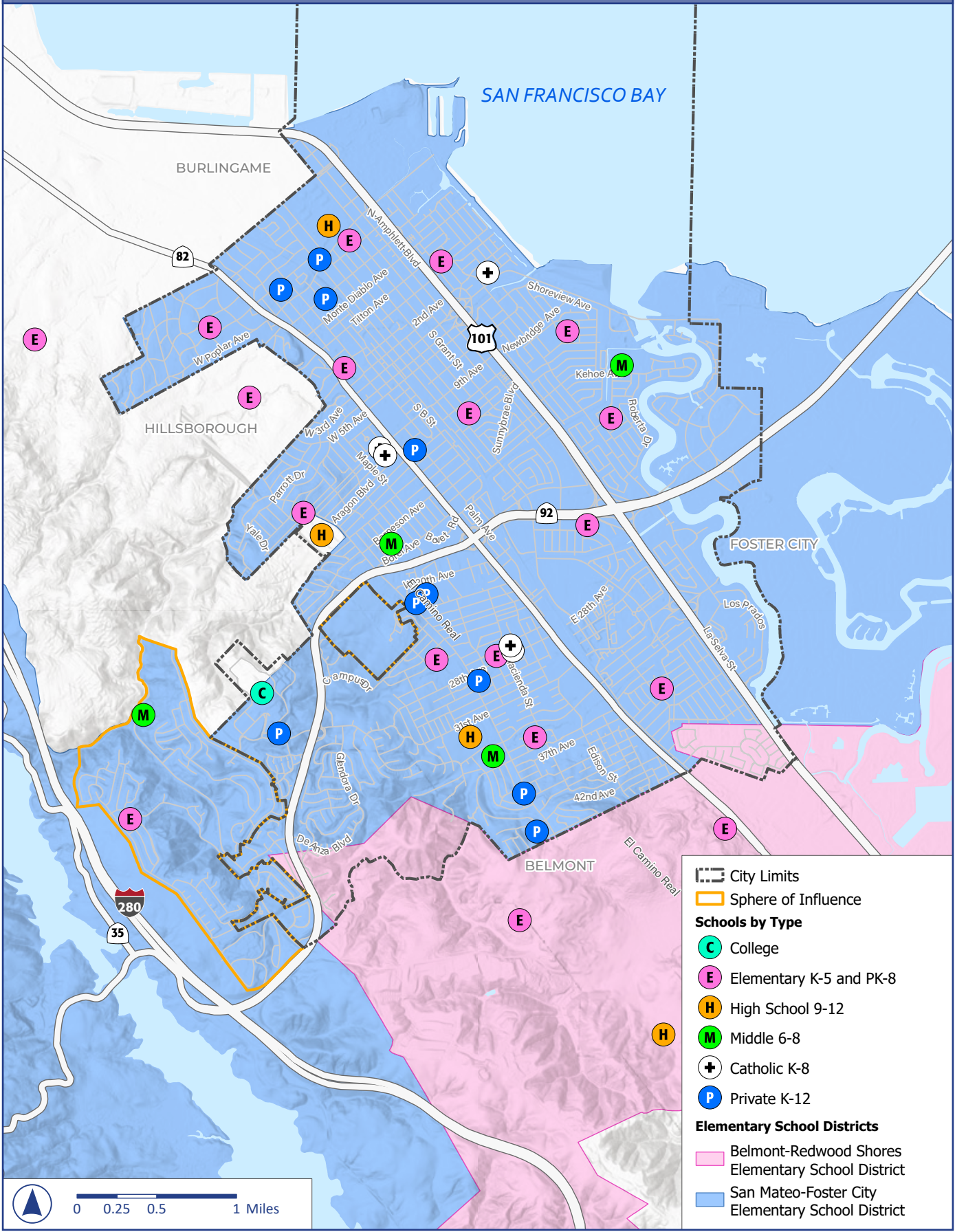
Within the City Limits, there are four public school districts with 19 public elementary, middle, and high schools; the College of San Mateo; and multiple K-12 private schools. A majority of the public school students in San Mateo attend elementary and middle schools through the San Mateo-Foster City School District, and high school through the San Mateo Union High School District, as shown in Figures PSF-3 and PSF-4. Public school students in southern portions of the city adjacent to Belmont are within the Belmont-Redwood Shores Elementary School District and the Sequoia Union High School District. All four public school districts are highly ranked for their quality of education when compared to districts across the San Francisco Bay Area.

The San Mateo County Community College District (SMCCCD) operates the College of San Mateo, a community college that offers associate degrees and certificate programs. These include the Associate in Arts Degree for Transfer (AA-T) and Associate in Science Degree for Transfer (AS-T), which offer guaranteed admission to the California State University system.

Child care facilities are important components of the city's infrastructure. However, working families have historically struggled to find child care services in San Mateo. Affordable and high-quality child care services that are equitably distributed throughout the city allow parents, grandparents, and guardians to work and contribute to the local economy. The City is committed to increasing child care facilities within its City Limits. In 2004, the City adopted a Child Care Development Fee for new residential and commercial development to fund child care facilities. Recognizing the ongoing need to address this challenge, the City will continue to collaborate with child care providers, employers, young families, and other stakeholders and support policies to provide more child care facilities in San Mateo.

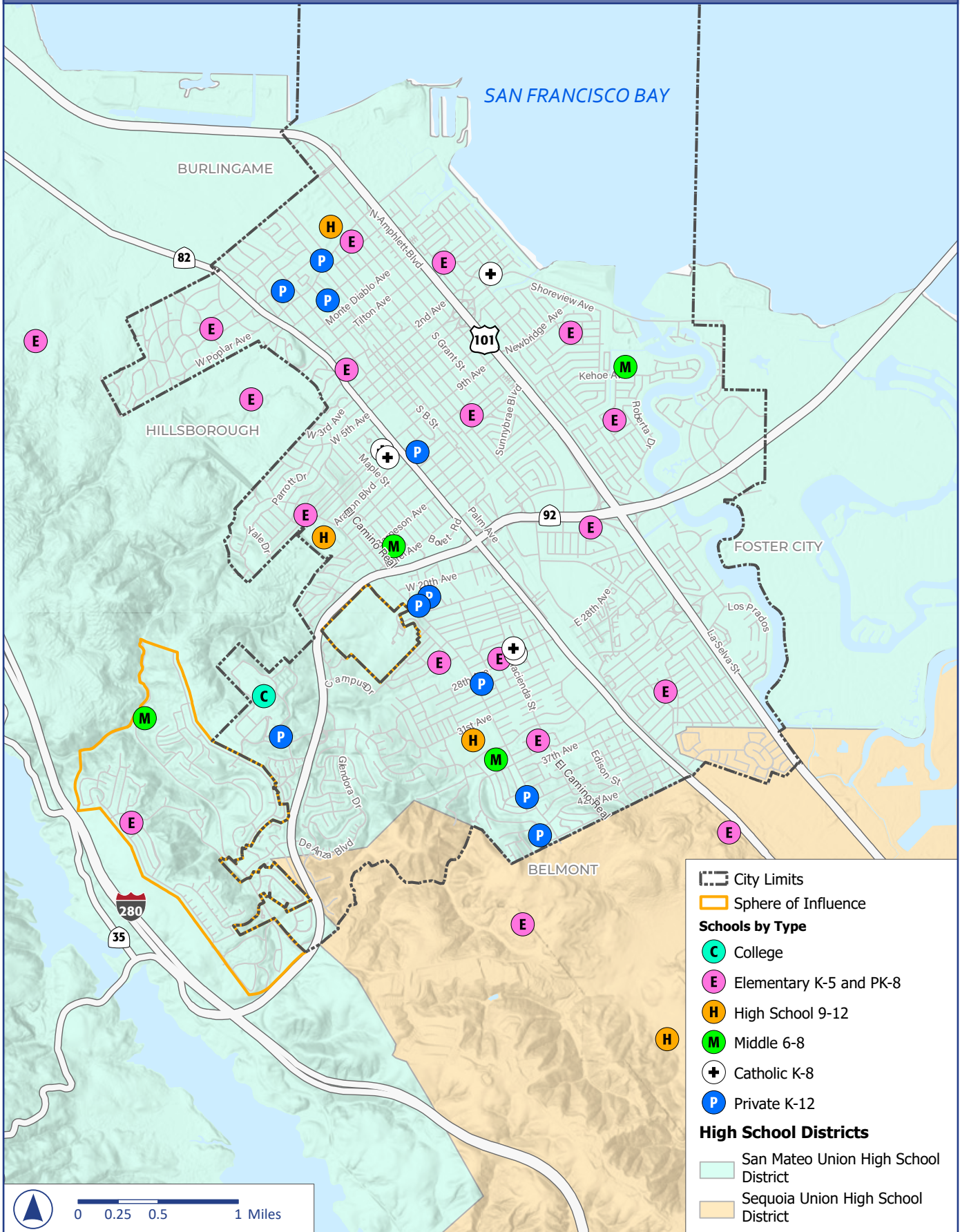


Figure PSF-3 School Sites and Elementary School Districts



Source: City of San Mateo, 2022; ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Figure PSF-4 School Sites and High School Districts



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

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-6 Foster the healthy development and education of children of all abilities, incomes, and backgrounds.

POLICIES

- Policy PSF 6.1 School Assistance.** Support efforts by the school district to maintain facilities, equipment, and personnel to provide quality public education to students in San Mateo.
- Policy PSF 6.2 Child Care Needs.** Support the provision of child-care programs and facilities to meet the needs of children of all abilities, incomes, and backgrounds through 2040.
- Policy PSF 6.3 Provision of Child Care.** Encourage public and private agencies and employers to provide child-care services and facilities.
- Policy PSF 6.4 Child Care Centers at Public and Quasi-Public Facilities.** Encourage retention of existing child care centers and support programs at public and private school sites and other quasi-institutional facilities because of their suitability for such uses and proximity to adjacent residential neighborhoods.
- Policy PSF 6.5 Child Care Centers in Residential and Employment Areas.** Encourage child care centers in residential neighborhoods where they meet City standards and at employment centers.

ACTIONS

- Action PSF 6.6 School District Coordination.** Maintain effective, collaborative relationships with all local school districts.
- Action PSF 6.7 Child Care and New Construction.** Encourage new residential and nonresidential development to include space for child care by taking the following actions:
- Provide incentives for inclusion of space for a child care center in a new development.
 - Promote child care to developers as an amenity favored by the City.
 - Continue to implement the developer impact fee for funding child care facilities.



HEALTHCARE AND SOCIAL SERVICES

Healthcare

Healthcare facilities in San Mateo, such as hospitals, clinics, and pharmacies, and social services in neighborhoods help to create a healthier city where residents can take care of their physical and mental health and social welfare. In San Mateo, two of the biggest healthcare providers are the San Mateo County Hospital, a public hospital operated by the San Mateo County Health Department, and Mills Health Center, a healthcare facility that is part of Sutter Health's Mills-Peninsula Medical Center. These facilities provide community members access to a diverse range of care, including primary care, emergency services, dental care, cancer services, behavior health care, mental illness, gynecology and women's health, and more.

Social Services

The City of San Mateo does not directly provide social services but does have partnerships with and provide finance assistance to agencies and community-based organizations to provide social services to residents who need support.

The San Mateo County Department of Human Services has offices across the San Francisco Peninsula where community members can receive assistance to participate in State and federal social welfare programs.

Community Health Advocates, a statewide nonprofit, collaborates with the City of San Mateo to provide insurance counseling and advocacy for Medicare recipients. Social Vocational Services (SVS), another California-wide nonprofit, has a local office in the city where community members with development/intellectual differences can participate in unique programs that are tailored to their needs. Locally based nonprofit organizations, such as Peninsula Family Services and Samaritan House San Mateo, support children, families, older adults, and community members in need with a variety of social services programs that not only enrich the individuals but also contribute to a better community.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-7 Support access for all residents to healthcare facilities, social services, and other important community health amenities.

POLICIES

- Policy PSF 7.1 San Mateo County Hospital.** Encourage the County to maintain County Hospital services in the city to provide access to medical care for all residents.
- Policy PSF 7.2 Mills Health Center.** Support the Mills Health Center remaining in San Mateo and encourage the continued provision and expansion of high-quality medical care services.
- Policy PSF 7.3 Health Centers.** Support the development of healthcare centers and the County's efforts to provide mobile clinics that are dispersed throughout the city. Avoid the concentration of health centers in any one neighborhood.
- Policy PSF 7.4 Social Services.** Support the provision of social services. Balance the need for social services in each neighborhood while ensuring that services are dispersed throughout the city and not concentrated in any one neighborhood.
- Policy PSF 7.5 Vulnerable Populations.** Support local religious institutions, nonprofit organizations, and community-based organizations in providing services and facilities for vulnerable populations.

ACTIONS

- Action PSF 7.6 Community Healthcare Facilities.** Evaluate options to support existing and potential community healthcare facilities in equity priority communities through a variety of mechanisms, such as reduced permit fees and reduced impact fees. (Environmental Justice)
- Action PSF 7.7 Incentives for Support Services.** Study and, as feasible, implement economic incentives to encourage and sustain the development of support service uses, particularly in equity priority communities.

SOLID WASTE

The City contracts with a private waste management company to provide residential and commercial solid waste collection, composting, and recycling services to San Mateo. Solid waste is transferred to the Shoreway Environmental Center in San Carlos where recyclable materials are sorted and separated. The remaining solid waste is disposed of at the Los Trancos Canyon (Ox Mountain) landfill in Half Moon Bay.

Solid waste in landfills emits methane, a powerful greenhouse gas, as it decomposes. Efforts to divert waste away from landfills helps reduce greenhouse gas emissions and raises awareness of our individual impact on the environment. Educational campaigns to repair, reduce, reuse, and recycle have helped reduce trash generation. In addition, State laws requiring many kinds of solid waste to be diverted from landfills have also significantly decreased the amount of trash that ends up in a landfill. Between 2015 and 2022, the City achieved a diversion rate of 73 percent. This means that close to three-quarters of all debris produced in the city is sent to recycling, composting, or alternative fuel centers instead of the landfill. The City aims to continue to increase this diversion rate over the life of this General Plan through ongoing active leadership to reduce trash and increase source reduction, recycling, and composting.

GOALS, POLICIES, AND ACTIONS

GOAL PSF-8 Reduce the generation of solid waste and increase the diversion of waste from landfills.

POLICIES



Policy PSF 8.1 Solid Waste Disposal. Support waste reduction and diversion programs to reduce solid waste materials in landfill areas in accordance with State requirements.



Policy PSF 8.2 Recycling. Support programs to recycle solid waste and require provisions for on-site recycling in new development, in compliance with State requirements.



Policy PSF 8.3 Composting. Maintain the curbside composting program and expand composting of organics in accordance with State requirements.

ACTION



Action PSF 8.4 Waste Reduction. Reduce waste sent to landfills by San Mateo's residents, businesses, and visitors, as required by State law and San Mateo Municipal Code, by mandating recycling and compost programs, setting aggressive waste-reduction goals for all development, and implementing appropriate solid waste rates to recover cost of services provided. Supportive actions for waste reduction are detailed in the Climate Action Plan.

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CHAPTER 8

Safety Element





SAFETY ELEMENT

INTRODUCTION

General Plans in California must identify and address potential natural and human-caused hazards that could affect the City of San Mateo's residents, businesses, visitors, environment, and services. The framework established by the Safety Element anticipates these hazards and prepares the community to reduce exposure to these risks. San Mateo is at risk from a number of natural and human-caused hazards. Climate change is likely to make many of these hazards more damaging for people, buildings and structures, ecosystems, and other important community assets.

The Safety Element does not exist in a vacuum but is instead one of several plans that address public health, safety, and related topics, including the Local Hazard Mitigation Plan, the Emergency Operations Plan, and the Climate Action Plan. The Safety Element must be consistent with these other plans to minimize conflicts between documents and ensure the City has a unified strategy to address safety and hazard issues.

The City of San Mateo is committed to the preservation of life, property, and the environment during emergencies. The City implements the most recent version of the San Mateo County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), which assesses risks from natural and human-caused hazards, including risks to people and facilities, and identifies mitigation actions to reduce or eliminate hazard risks in the county. The MJHMP for the County of San Mateo planning area, which includes the City of San Mateo, was developed in accordance with the Disaster Mitigation Act of 2000 and followed the Federal Emergency Management Agency's (FEMA's) 2011 Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are identified, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short-term and long-term strategies, involve planning, policy changes, programs, projects, and other activities. The MJHMP can be found on the City of San Mateo's website and at <https://www.smcgov.org/ceo/2021-multijurisdictional-lhmp>. The current MJHMP, certified by FEMA, is incorporated into this Safety Element by reference, as permitted by the California Government Code.

The focus of this element is on increasing resilience throughout the city and reducing the risk of hazards. This element is organized around six key topics that are important to the San Mateo community.

- Emergency Readiness and Emergency Operations
- Geologic and Seismic Hazards
- Flood Hazards
- Sea Level Rise
- Wildfire Hazards
- Hazardous Materials



RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Ensures the maintenance of City-owned trees that will provide relief from extreme heat, reduce energy use, and sequester greenhouse gas emissions.
- Encourages the use of natural systems to protect the community against sea level rise, which will provide shoreline habitat and capture greenhouse gas emissions.
- Ensures the cleanup of hazardous materials contaminated sites.



Environmental Justice in this Element:

- Focuses emergency readiness activities in equity priority communities and most vulnerable areas of the city.
- Prioritizes locating critical facilities and resilient infrastructure outside of hazard-prone areas.
- Expands and increases resiliency of existing community facilities to better serve neighborhoods that are currently underserved.
- Provides emergency preparedness and public safety education for equity priority communities in formats and languages consistent with the demographics of the city.



Community Engagement in this Element:

- Informs the community about safe and effective evacuation through notifications.
- Ensures inclusive outreach about potential hazards affecting neighborhoods, fire-safe education, and overall public safety.
- Supports Community Emergency Response Team (CERT) training in collaboration with San Mateo Consolidated Fire Department (SMC Fire).



EMERGENCY READINESS AND EMERGENCY OPERATIONS

Emergency preparedness activities in the city are conducted through SMC Fire. The SMC Fire Chief coordinates with the City Manager to prepare for and respond to acute events like heat emergencies, wildfires, and flooding. This department, along with the City Manager, is responsible for the operation of the City's Emergency Operations Center, which coordinates the City's emergency planning, training, response, and recovery efforts for emergencies such as fires, floods, earthquakes, acts of terrorism, public safety power shutoff (PSPS) events, extreme weather events, and pandemics. SMC Fire also provides the public with access to a CERT training program to help residents be prepared for disasters.

San Mateo uses the San Mateo County Alert Notification System (SMC Alert) and, other notification systems, to reach the community and distribute emergency information and instructions before, during, and after a disaster. Notifications are provided through telephone calls, text messages, email notifications, and various social media platforms. Other emergency alert systems include the national Emergency Alert Systems (EAS), the California Governor's Office of Emergency Services (CalOES)-operated Emergency Digital Information System (EDIS). These systems are available in multiple languages.

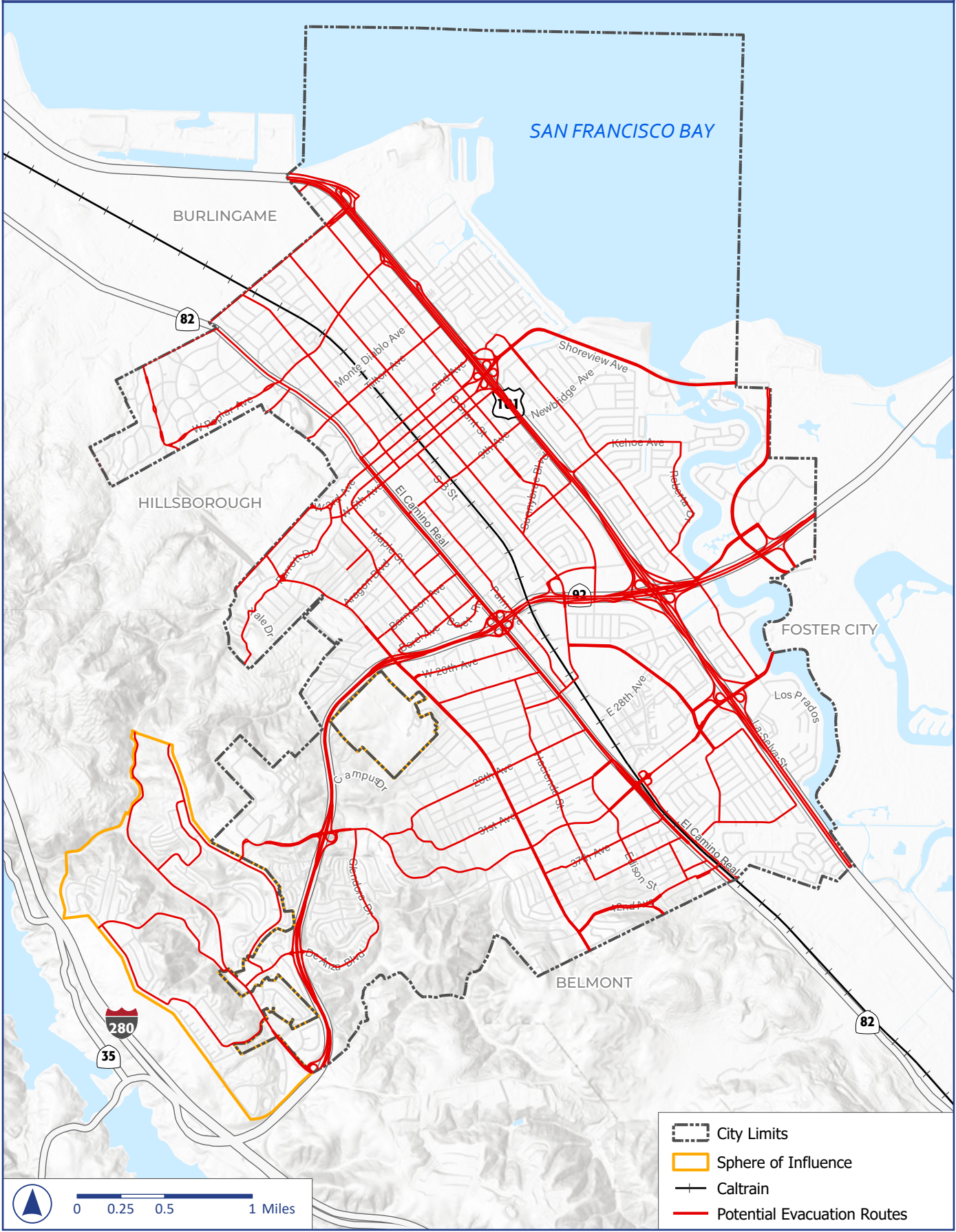
The City participates in the California Master Mutual-Aid Agreement, which is designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources are insufficient to cope with the needs of a given emergency. The State Office of Emergency Services Coastal Administrative Region (Mutual Aid Region II) serves the mutual-aid region that encompasses San Mateo County. Automatic-aid pacts with San Mateo County and surrounding cities provide additional emergency management and response services to the City of San Mateo during and after a disaster.

With advanced warning, evacuation can be effective in reducing injury and loss of life during a catastrophic event. The City of San Mateo uses a comprehensive evacuation support system implemented by San Mateo County. The system provides the community with critical evacuation updates, resources, and latest updates on active incidents. In the event of a wildfire or an emergency situation, the San Mateo Police Department and SMC Fire can issue evacuation warnings or evacuation orders for impacted areas.

Figure S-1 shows the evacuation routes throughout the city. All evacuation routes in San Mateo may be disrupted by a landslide, wildfire, or flooding event, which may block and damage the roadways or collapse bridges. In the event of widespread disruption to local evacuation routes, the remaining evacuation routes may become congested, slowing down evacuation of the community or specific neighborhoods.

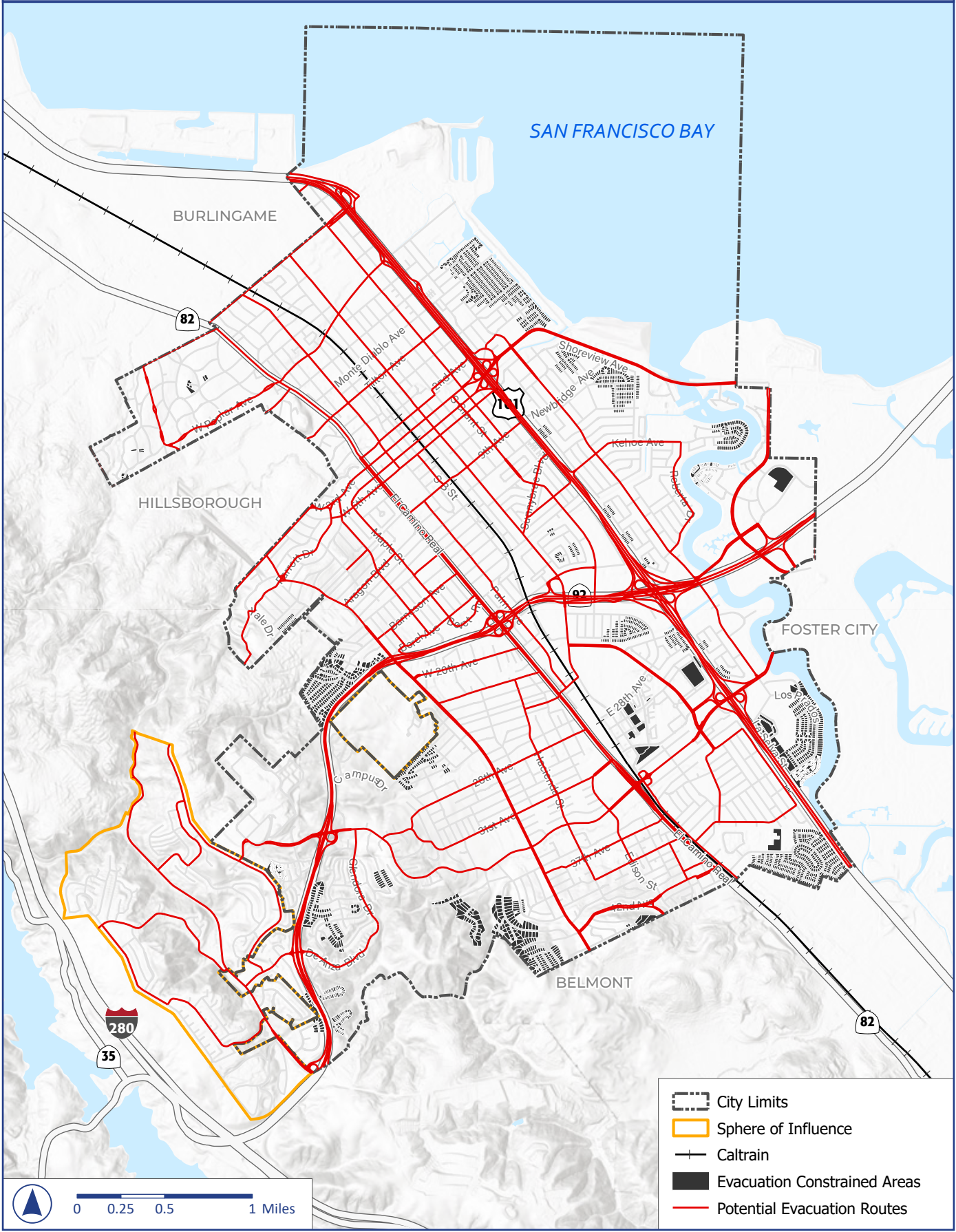
An analysis of San Mateo's roadway network and parcels, as shown in Figure S-2, was conducted as part of Strive San Mateo General Plan 2040. It identifies several evacuation-constrained residential parcels, or parcels with less than two ingress/egress routes, spread throughout the city. The majority are these parcels are in the western hillsides and east of US Highway 101, at the edge of the City Limits. Many of the evacuation-constrained parcels in these areas could be subject to damage from wildfires, flooding, or sea level rise. All evacuation-constrained parcels are in a least one hazard-prone area. The lack of multiple emergency access points limits roadway access for these properties, creating difficulties if there is a need to evacuate.

Figure S-1 Potential Evacuation Routes



Source: ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Figure S-2 Evacuation-Constrained Areas



Source: ESRI, 2022; PlaceWorks, 2023.

GOALS, POLICIES, AND ACTIONS

GOAL S-1 Minimize potential damage to life, environment, and property through timely, well-prepared, and well-coordinated emergency preparedness, response plans, and programs.

POLICIES



- Policy S 1.1 Emergency Readiness.** Maintain the City's emergency readiness and response capabilities, especially regarding hazardous materials spills, natural gas pipeline ruptures, fire hazards, wildland fire risk, earthquakes, pandemics, and flooding. Focus primarily on areas identified by the City as underserved and most vulnerable to loss of life and property due to proximity to hazardous incidences, and work to ensure funding is available to these communities as a key component of emergency readiness.
- Policy S 1.2 Local Hazard Mitigation Plan.** Incorporate by reference the San Mateo County Multi-jurisdictional Local Hazard Mitigation Plan, approved by the Federal Emergency Management Agency (FEMA) in 2021, along with any future updates or amendments, into this Safety Element in accordance with Government Code Section 65302.6.
- Policy S 1.3 Location of Critical Facilities.** Avoid locating critical facilities, such as hospitals, schools, fire, police, emergency service facilities, and other utility infrastructure, in areas subject to slope failure, wildland fire, flooding, sea level rise, and other hazards, to the extent feasible.
- Policy S 1.4 Multiple Egress Points.** Require new development to provide at least two points of emergency access (ingress and egress).
- Policy S 1.5 Emergency Planning Document Coordination.** Pursue integration of the City's existing safety and emergency management documents with one another, including this Safety Element, the Local Hazard Mitigation Plan, and other related documents.
- Policy S 1.6 Emergency Infrastructure and Equipment.** Maintain and fund the City's emergency operations center in a full functional state of readiness. Designate a back-up Emergency Operations Center with communications redundancies.
- Policy S 1.7 Defensible Design.** Require that new development support effective law enforcement and fire protection by promoting a safe and accessible public realm, including investing in social gathering spaces, enhancing lighting and safety in public spaces through community-led planning, and ensuring adequate property maintenance.
- Policy S 1.8 Response Times.** When reviewing and analyzing roadway improvements, consider how emergency response times can be maintained and improved without reducing roadway user safety.

**Policy S 1.9**

Local Utility Cooperation. Work with local utility operators to coordinate any disruption in services, such as a public safety power shutoff (PSPS) event or other disruption that may be necessary to reduce hazard risks in San Mateo and/or the surrounding area, and support publication of advanced notification and resources to residents in the city, particularly equity priority communities, to help them prepare.

Policy S 1.10

Disaster Recovery. Ensure that the City government continues to operate during and after hazard events and is able to provide resources and guidance to people and institutions in San Mateo for recovery and reconstruction following the end of the hazard event.

**Policy S 1.11**

Evacuation Education. Include information about safe and effective evacuation as part of natural disaster awareness, prevention, and community education and training efforts. Share information about how to prepare for evacuations, potential evacuation routes and shelter locations, how to receive notifications, and other relevant topics.

**Policy S 1.12**

Inclusive Outreach. Notify the community of potential hazards affecting their neighborhood. Use outreach and engagement methods that encourage broad representation and are culturally sensitive, particularly for equity priority communities.

Policy S 1.13

Emergency Training. Conduct training for all City employees to ensure basic understanding of Disaster Service Worker responsibilities, the State Emergency Management System, National Incident Management System, and the Incident Command System.

Policy S 1.14

Multijurisdictional Cooperation. Continue the development of local preparedness plans and multijurisdictional cooperation and communication for emergency situations.

Policy S 1.15

Emergency Preparedness. Coordinate with San Mateo County, neighboring cities, and nongovernmental partners to effectively prepare for and respond to hazards and natural disasters.

ACTIONS

Action S 1.16

Evacuation Routes. Maintain adequate evacuation routes as identified by arterial streets shown in the Circulation Element, Figure C-3. Evaluate each evacuation route's feasibility using a range of hazard criteria. Update this map on a regular basis to reflect changing conditions and State requirements for evacuation routes.

Action S 1.17

Regular Updates. Update the Safety Element with each Housing Element update, or every eight years, as necessary, to meet State and local requirements.

Action S 1.18

Automatic and Mutual-Aid Agreements. Participate in mutual-aid agreements with other local jurisdictions to provide coordinated regional responses, as necessary, to fire, flood, earthquake, critical incidents, and other hazard events in San Mateo and the surrounding area. Work with local jurisdictions to share resources and develop regional plans to implement disaster mitigation and resilience strategies, such as government continuity, emergency operations centers, and communications redundancies.

Action S 1.19 Community Centers and Recreation Spaces. Create an inventory of existing community center facilities and recreation spaces and assess their readiness to serve as a community shelter during a disaster. Following the inventory, create a facilities improvement plan that addresses deficiencies found in each facility or recreation space to improve resilience and disaster preparedness in the city.



Action S 1.20 Rebuilding Priorities. Establish rebuilding priorities and procedures in the event of a major disaster to expedite reconstruction and enhance access to funding opportunities with special emphasis on equity priority communities that are more vulnerable to climate hazards.

Action S 1.21 Resilient Power Systems. Explore the feasibility of on-site power generation and storage at City facilities to reduce reliance on regional power infrastructure in case of a hazard-caused power outage.



Action S 1.22 Public Safety Outreach. Develop a public safety education program to increase public awareness of potential hazards, City's emergency readiness and response program, and evacuation routes. Target public education programs to segments of the community that are most vulnerable to hazards and safety risks.



Action S 1.23 Community Training. Collaborate with SMC Fire to provide emergency preparedness trainings to maintain and expand existing Community Emergency Response Teams (CERTs).

Action S 1.24 Emergency Infrastructure and Equipment. Establish systems to ensure that traffic lights at major intersections, communications and radio infrastructure, and other critical infrastructure continues to function in the event of a localized power outage. Repair any damaged sets of infrastructure or equipment as needed to continue City operations.

Action S 1.25 Continuity of Operations. Regularly review, update, and implement the San Mateo Continuity of Operations/Continuity of Government Plan.

Action S 1.26 Response Time Study. Conduct a Response Time Study to provide a data-driven understanding of how future roadway safety improvements could impact emergency response times and use this information to adjust proposed roadway improvements as needed.

Action S 1.27 Emergency Notification System. Develop an emergency notification system (e.g., SMC Alert and Nixle) for flood-prone neighborhoods and businesses before, during, and after a climate hazard event, to assist with evacuation and other support activities. This includes coordination with the San Mateo County Flood and Sea Level Rise Resiliency District (One-Shoreline) on its early flood warning notification system.



GEOLOGIC AND SEISMIC HAZARDS

San Mateo is in a region of high seismicity with numerous local faults. The California Geological Survey classifies faults as “active” when they have ruptured the ground surface within the last 10,000 years, while “potentially active” faults are those formed during approximately the last 2 to 3 million years. There are two major active faults that run within six miles of the city:

- San Andreas Fault
- San Gregorio Fault

Movement on any of these two faults or other fault lines in the region could cause earthquakes, fault rupture, and liquefaction. A number of earthquakes of magnitude 5.0 or more have occurred in and near San Mateo over the last 35 years. Earthquakes are caused by a sudden dislocation of the Earth’s crust or a fault rupture, which is when the Earth’s crust slides in opposite directions along the fault line. Figure S-3 shows where the most severe ground shaking would occur from an earthquake.

The Alquist-Priolo Earthquake Fault Zoning Act is a State law that limits development along active faults in areas known as Alquist-Priolo Fault Zones. The city may also be subject to tsunami hazards from earthquakes, which is discussed in more detail in the Flood Hazards section.

A secondary effect of seismic activity is liquefaction, which occurs when sandy or silty soil materials become saturated during ground shaking and liquefy. This can damage pipelines, cause roadways and airport runways to buckle, and damage or destroy building foundations. Figure S-4 shows the potential liquefaction areas in the city. Areas along the shoreline and east of US Highway 101 are most susceptible to liquefaction.

Other non-seismic geologic hazards are landslides and erosion, which can occur gradually, continuously, or suddenly, often with disastrous results. In San Mateo, landslides are often triggered by heavy rain, so the potential for landslides largely coincides with severe storms that saturate steep, loose soils. Earthquakes can also trigger landslides, and western areas of the city are highly susceptible to landslides, as shown in Figure S-4.

Figure S-3 Shaking Amplification During Earthquakes

The map illustrates the geographic area around Hillsborough, California, including parts of Burlingame, Foster City, and Belmont. It shows the city limits of Hillsborough, a sphere of influence, and major transportation routes. The map is color-coded to show areas of severe shaking (red) and violent shaking (brown). A legend in the bottom right explains the symbols and colors. A scale bar and north arrow are in the bottom left.

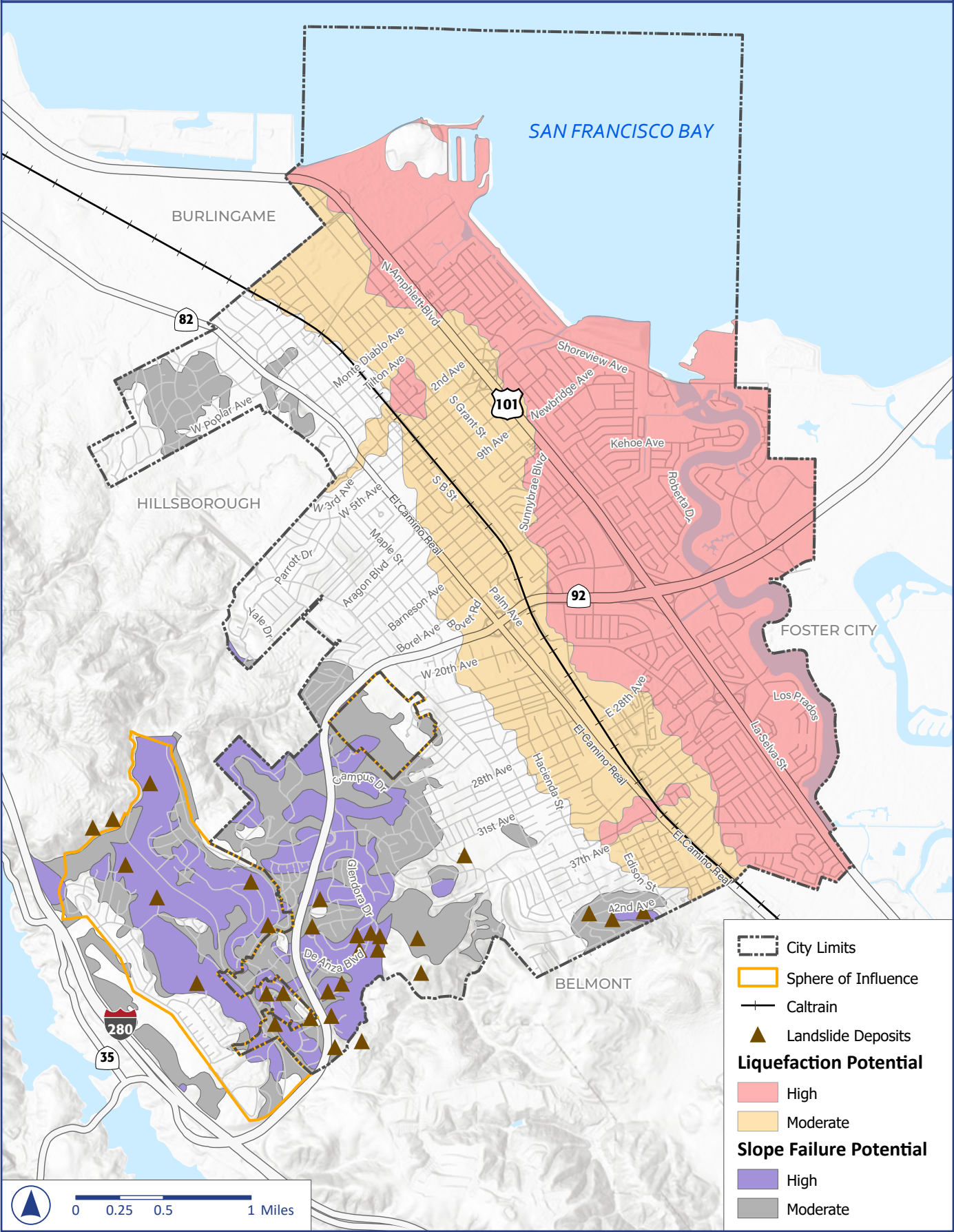
Legend:

- City Limits
- Sphere of Influence
- Caltrain
- Earthquake Shaking Scenario**
 - Severe Shaking
 - Violent Shaking

Scale: 0 0.25 0.5 1 Miles

Source: California Integrated Seismic Network (CISN), 2021; ESRI, 2022; PlaceWorks, 2023.

Figure S-4 Slope Stability and Liquefaction



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

GOALS, POLICIES, AND ACTIONS

GOAL S-2 Take steps to protect the community from unreasonable risk to life and property caused by seismic and geologic hazards.

POLICIES

- Policy S 2.1 Geologic Hazards.** Require site-specific geotechnical and engineering studies, subject to the review and approval of the delegated City Engineer and Building Official, for development proposed on sites identified in Figure S-4 as having moderate or high potential for ground failure. Permit development in areas of potential geologic hazards only where it can be demonstrated that the project will not be endangered by, nor contribute to, the hazardous condition on the site or on adjacent properties.
- Policy S 2.2 Landslides and Erosion Control.** Reduce landslides and erosion in existing and new development through continuing education of design professionals on mitigation strategies. Control measures shall retain natural topographic and physical features of the site, if feasible.
- Policy S 2.3 Vulnerable Buildings.** Encourage modifications to existing unreinforced masonry and soft story buildings, and similar unsafe building conditions to reduce the associated life safety hazards from ground shaking during earthquakes, as shown on Figure S-3. Require voluntary structural modifications to be designed in character with the existing architectural style.
- Policy S 2.4 Liquefaction.** Use the best-available liquefaction mapping data to avoid siting and locating new public facilities and infrastructure in areas susceptible to liquefaction, as shown in Figure S-4.

ACTIONS

Action S 2.5 Seismic Shaking Mapping. Consult with a geology specialist to update the City's geologic hazard mapping, documenting the areas within the city with moderate or high potential for liquefaction or ground failure, as shown in Figure S-4.



Action S 2.6 Incentives for Seismic Upgrades. Develop and implement a program to provide financial incentives and education to building owners to support seismic upgrades.

Action S 2.7 Seismic Stability. Review the seismic stability of the City's assets and infrastructure, such as City Hall, recreational facilities, roadways, and bridges and identify improvements necessary to enhance each facility's ability to withstand geologic hazards, up to and including a full replacement of the facility.

Action S 2.8 Unreinforced Masonry Buildings. Establish and maintain an inventory of unreinforced masonry building in the city and work with the property owners to upgrade the buildings to meet minimum safety and building code requirements.

Action S 2.9 Soft Story Buildings. Establish and maintain an inventory of soft story multifamily residential buildings in the city. Educate residents about the vulnerability of soft story construction to severe damage and potential collapse during a significant seismic event, and work with property owners to substantially improve the seismic performance of these residential buildings to meet current structural building design standards.

FLOOD HAZARDS

Flooding occurs when there is too much water in inland areas to be held in local water detention areas, be carried away by drains or creeks, or soak into the soil. When this happens, water can build up and wash into normally dry areas, causing significant harm to buildings, people, and habitats. Floods can be caused by heavy rainfall or long periods of moderate rainfall, or clogged drains during periods of little rainfall. In rare instances, a break in a dam, levee, water pipe, or water tank can also cause flooding.

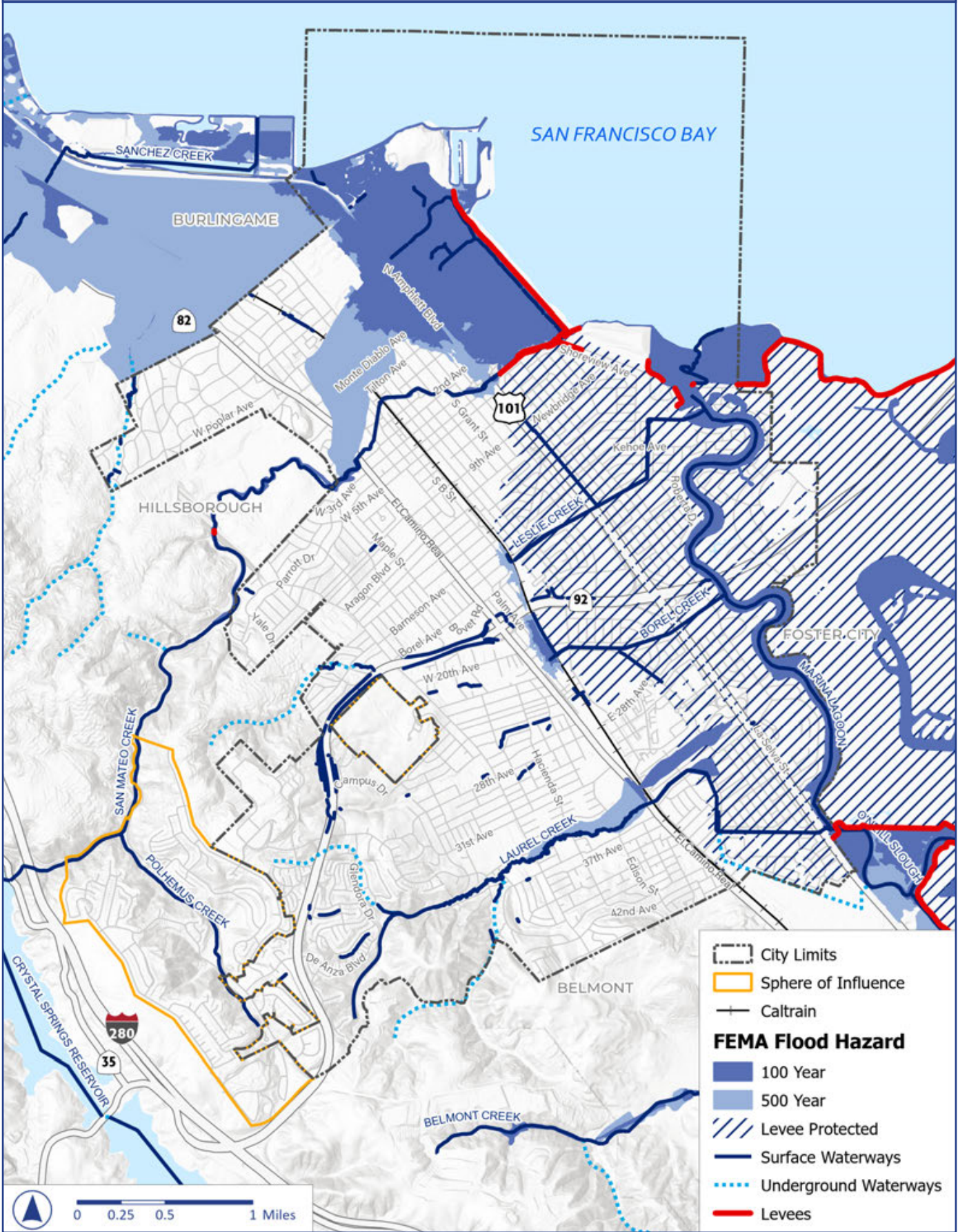
FEMA maps areas at risk of inundation from a 100-year flood, which has a 1 percent chance of occurring in any year, and a 500-year flood, where the risk of flooding is 0.2 percent annually, as shown in Figure S-5. These areas are primarily located along creeks, including Laurel Creek and San Mateo Creek, and east of El Camino Real. Climate change may increase the frequency and severity of storms and expand the parts of the city that are considered prone to flooding.

Flooding can also be induced by dam failure, which is caused by structural failure or deficiency associated with intense rainfall, prolonged flooding, earthquakes, landslides, or equipment malfunction. There are two dams of significant concern to San Mateo, as shown in Figure S-6. Failure of Crystal Springs Dam and Laurel Creek Dam would inundate areas along San Mateo Creek and Laurel Creek, and the eastern sections of the city towards the San Francisco Bay. Although dam failures are very rare, they aren't unprecedented. Each dam is required to have a comprehensive emergency action plan approved by the California Department of Water Resources, Division of Safety of Dams.

Tsunamis, caused by offshore earthquakes, can severely damage property, result in loss of lives, disrupt emergency services, and obstruct roads through intense flooding. Figure S-7 illustrates the areas that may be subject to tsunami inundation in San Mateo, which include shoreline areas along the San Francisco Bay. As shown in Figure S-7, although much of the tsunami flooding would occur in the northeast portion of the city, the area of tsunami inundation along the southeast corner of the city originates from the Belmont Slough and would stop at the levee, where the Bay Trail is located and the lagoon starts. Earthquakes with magnitudes below 6.5 are very unlikely to trigger a tsunami. See also the Geologic and Seismic Hazards section of this element for more information on earthquake hazards.

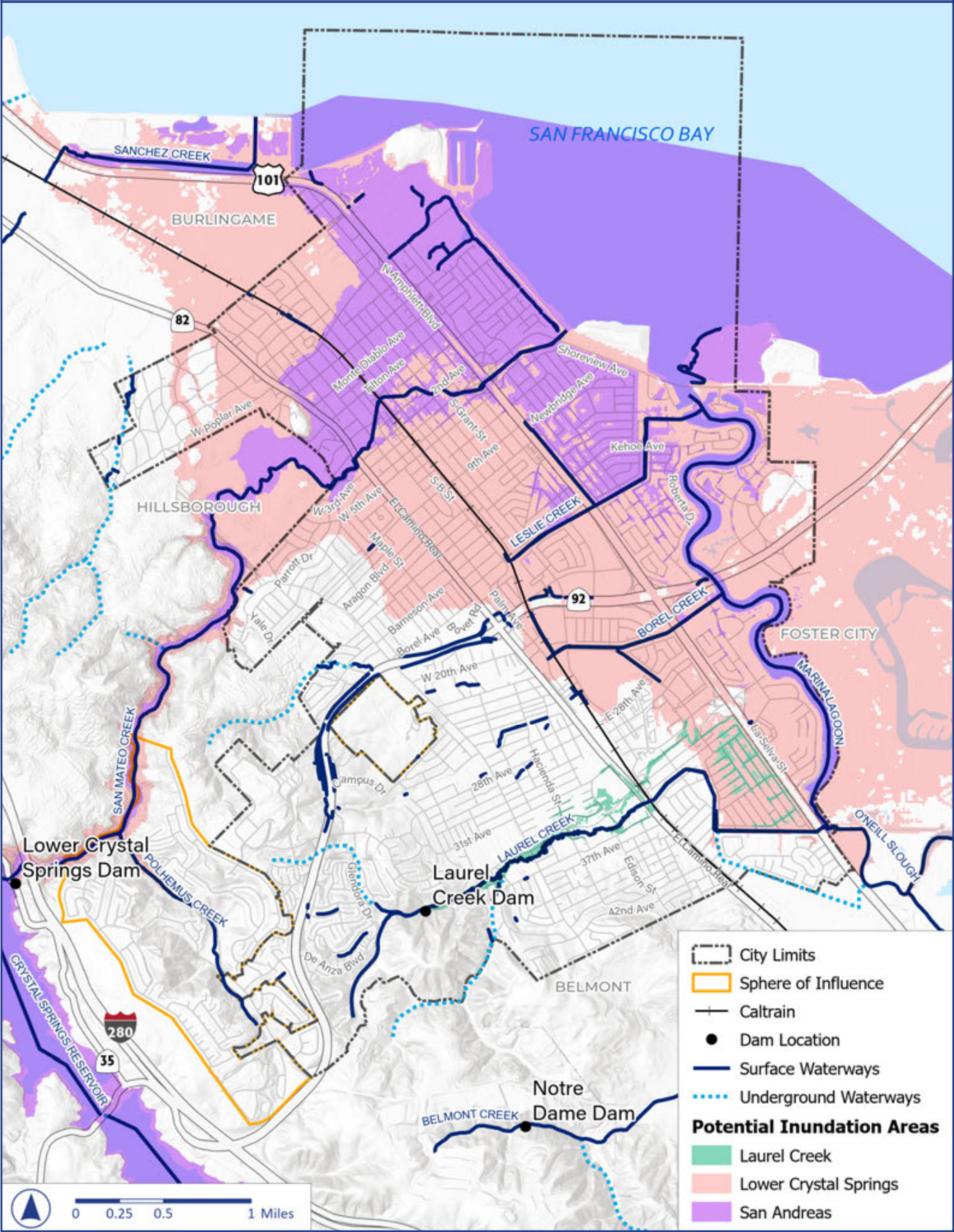
As discussed in the Public Services and Facilities Element, San Mateo has levees that protect the city from flooding from creeks and the San Francisco Bay. Non-federal levees are along the shoreline of Seal Point Park, and over 1,300 feet of levees have been upgraded along the San Mateo and Burlingame border. The San Mateo County Flood and Sea Level Rise Resiliency District, or OneShoreline, was created in 2020 to facilitate multijurisdictional flood and sea level rise resiliency projects in San Mateo County. Earthquakes or overtopping due to major storms can cause levees to fail, flooding the shoreline areas of the city.

Figure S-5 Potential Flood Hazards



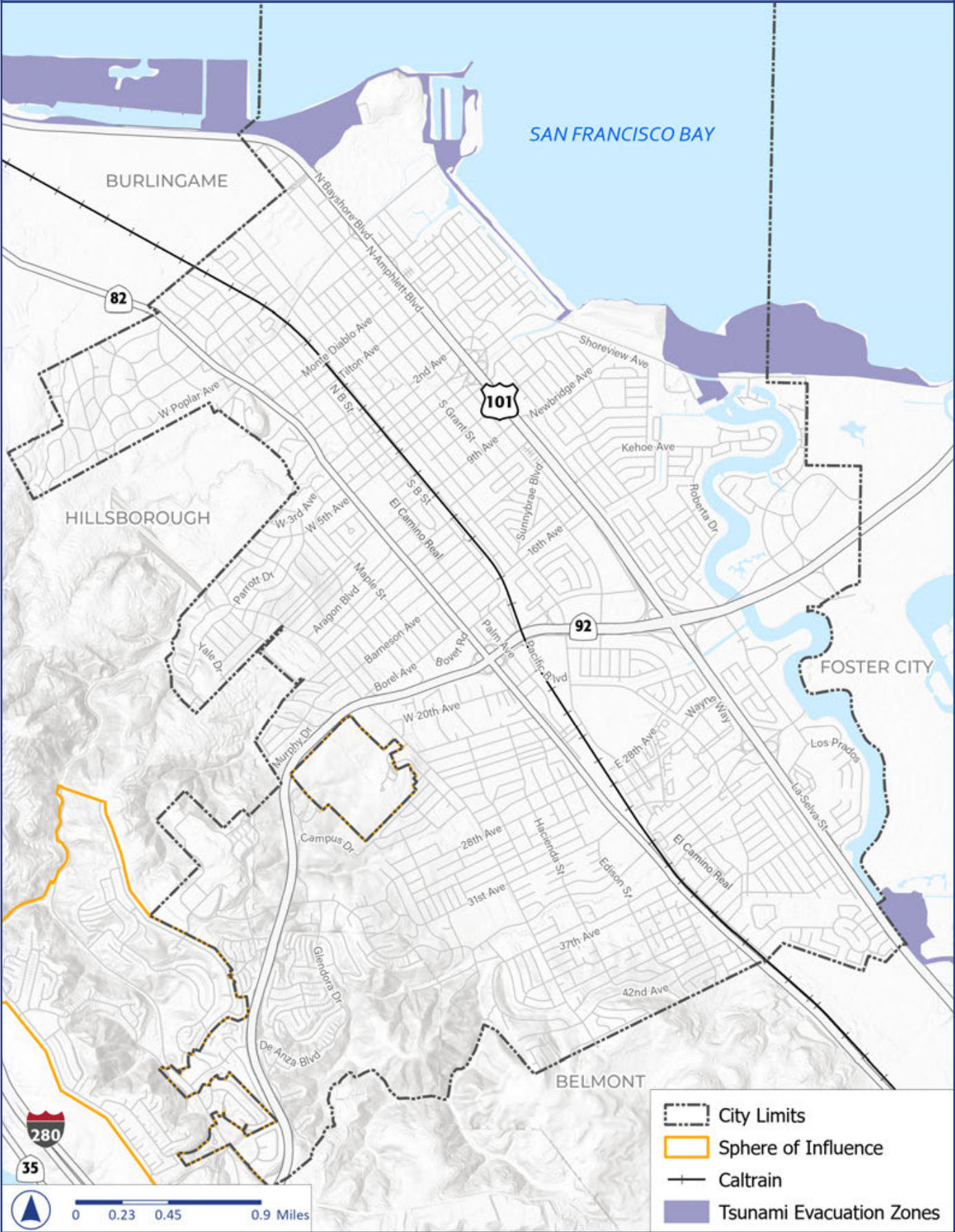
Source: CalDWR, 2022; FEMA, 2022; ESRI, 2022; PlaceWorks, 2023.

Figure S-6 Potential Flood Hazards – Dam and Levee Failure



Source: CalDWR, 2022; ESRI, 2022; PlaceWorks, 2023.

Figure S-7 Tsunami Hazard Zones



Source: CGS, 2022; ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.



GOALS, POLICIES, AND ACTIONS

GOAL S-3 Protect the community from unreasonable risk to life and property caused by flood hazards.

POLICY

Policy S 3.1 Development within Floodplains. Protect new development and substantial retrofits within a floodplain by requiring the lowest finish floor elevation to be above the applicable floodwater elevation or by incorporating other flood-proofing measures consistent with Federal Emergency Management Agency (FEMA) regulations, OneShoreline guidance, the City’s Floodplain Management Ordinance, and other City policy documents.

ACTIONS

Action S 3.2 Floodplain Ordinance Update. Update the Floodplain Management Ordinance, including to align with FEMA and OneShoreline recommendations and to update construction cost value information.

Action S 3.3 Flood Risk Mapping Data. Regularly update mapping data pertaining to the 100-year and 500-year floodplains, dams, and levee failure as information becomes available.

Action S 3.4 Community Rating System. Undertake efforts that increase the City’s rating under FEMA’s Community Rating System, such as expanding and improving Geographic Information System (GIS) mapping capacity, developing a flood early warning system, and creating a Flood Emergency Action Plan.

Action S 3.5 Early Flood Warning. Collaborate with OneShoreline to provide early flood warning for flood-prone areas of the city through OneShoreline’s stream monitoring station and notification system.

SEA LEVEL RISE

As global temperatures increase, glaciers and other land ice near the north and south poles melt and sea levels rise. Higher temperatures also cause water to expand in oceans, further contributing to sea level rise. Rising seas increase the risk of flooding, storm surge inundation, erosion and shoreline retreat, and wetland loss. According to OneShoreline, San Mateo County as a whole is the most vulnerable county in California to sea level rise because of its extensive coastline and Bay shoreline and the number of people, value of properties, and critical assets in sea level rise-prone areas. Along the shoreline of the city, different scenarios project that sea levels will rise between 1.1 and 2.7 feet by 2050, with levels above 2 feet likely, and by 3.4 to 10.2 feet by 2100. However, it is possible that sea levels could rise faster than these projections. Figures S-8 and S-9 display the expected sea level rise in San Mateo in 2050 (2 feet) and 2100 (7 feet) based on the Ocean Protection Council's 2018 Updated California Sea Level Rise Guidance, featuring models from the Adapting to Rising Tides program of the San Francisco Bay Conservation and Development Commission (BCDC). These figures do not reflect the improvements currently underway for the Foster City levee system.

Rising sea levels can also cause the shoreline to flood more frequently and severely during storms or king tide events. King tides are abnormally high, predictable astronomical tides that occur about twice per year, with the highest tides occurring when the earth, moon, and sun are aligned. Because sea level rise will cause ocean levels to be higher during normal conditions, shoreline floods can reach further onto land. For example, a storm that has a one in five chance of occurring in a given year (known as a five-year storm) can create a temporary increase in sea levels of approximately two feet. The goals, policies, and actions in this section call for planning for a medium- to high-risk aversion scenario in 2100. This scenario uses a 1 in 200 chance for sea level rise projections, providing a precautionary projection that can be used for less adaptive (less able to make changes that reduce harm in response to hazards), more vulnerable developments or populations that will experience moderate to high consequences if actions are not taken to address sea level rise in these areas. Figure S-10 shows shoreline flooding on top of sea level rise in the event of a five-year storm for 2050.

Rising sea levels also threaten a significant portion of San Mateo's housing, commercial buildings, essential infrastructure, and economic drivers, as low-lying land near the shoreline could be subject to more frequent flooding. Affected essential infrastructure includes US Highway 101, State Route (SR-) 92, and the Caltrain station and associated railroad infrastructure. Meanwhile, rising tides may increase groundwater levels, inundating contaminated soils. Given that some contaminated sites in San Mateo sit near the shoreline, rising groundwater may cause contaminated soils to leach into new, different areas.

Natural ecosystems in the bay will be disrupted by the higher tide levels and intrusion of saltwater into freshwater creek systems and the Marina Lagoon. Historically, marshlands along the shoreline have adapted to changes in sea level by building up sediment, increasing the height of the marsh to keep pace with the tide levels of the San Francisco Bay, and moving inland. However, eastern San Mateo is lined with a three-mile levee system that has very little marsh habitat, and any habitat migration is expected to be outpaced by sea level rise. Creative integration of nature-based solutions to combine natural buffers with San Mateo's extensive existing levee system to mitigate flooding risks could be an opportunity to re-establish ecological communities and enhance natural areas, such as the creeks throughout the city and the Marina Lagoon.

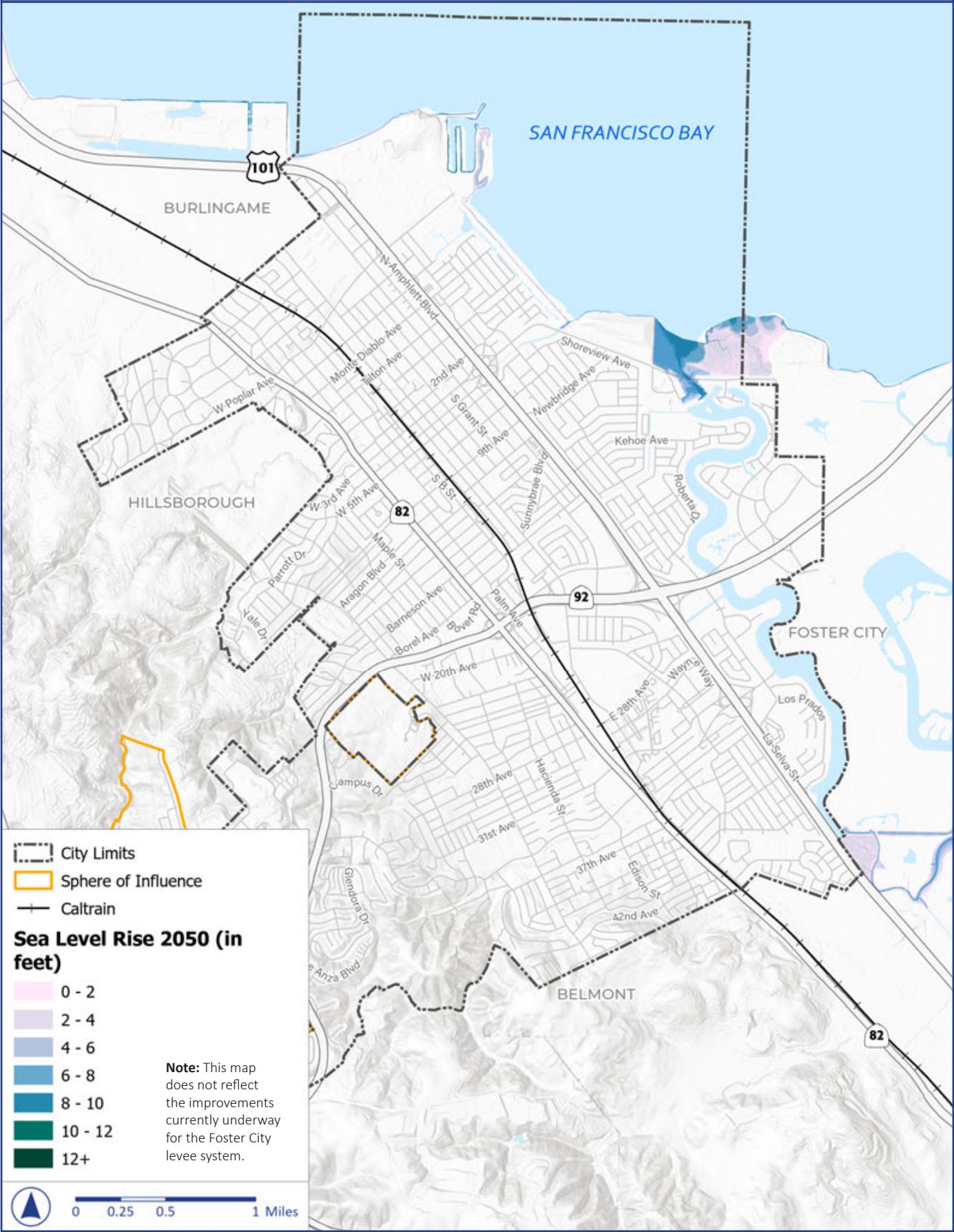


In 2023, the City completed improvements in the North Shoreview neighborhood, which is south of Coyote Point, roughly bound by San Mateo Creek to the south, U.S. Highway 101 to the west, the Poplar Creek Golf Course to the north, and San Francisco Bay to the east. Ground elevations in the neighborhood range from below sea level to about 10 feet above sea level, so the area is susceptible to flooding from San Francisco Bay and stormwater runoff that collects behind the levees protecting the neighborhood from bay water intrusion. Figure S-11 shows a map of the neighborhood and the various structures and facilities that provide protection against these flood risks. The City upgraded the Coyote Point and Poplar Avenue pump stations and made improvements to a section of the Bayfront Levee. With the added protection, approximately 1,600 properties in North Shoreview will be removed from the 100-year flood zone once approved by FEMA. The levee improvements will add 3.9 feet above the predicted base flood elevation to account for sea level rise.

Neighboring Foster City is also in the process of constructing improvements to their levee system, which interconnects with the City of San Mateo's system. Their improvements will provide protection from the 100-year flood and an additional 3 feet above the predicted base flood elevation to account for sea level rise.

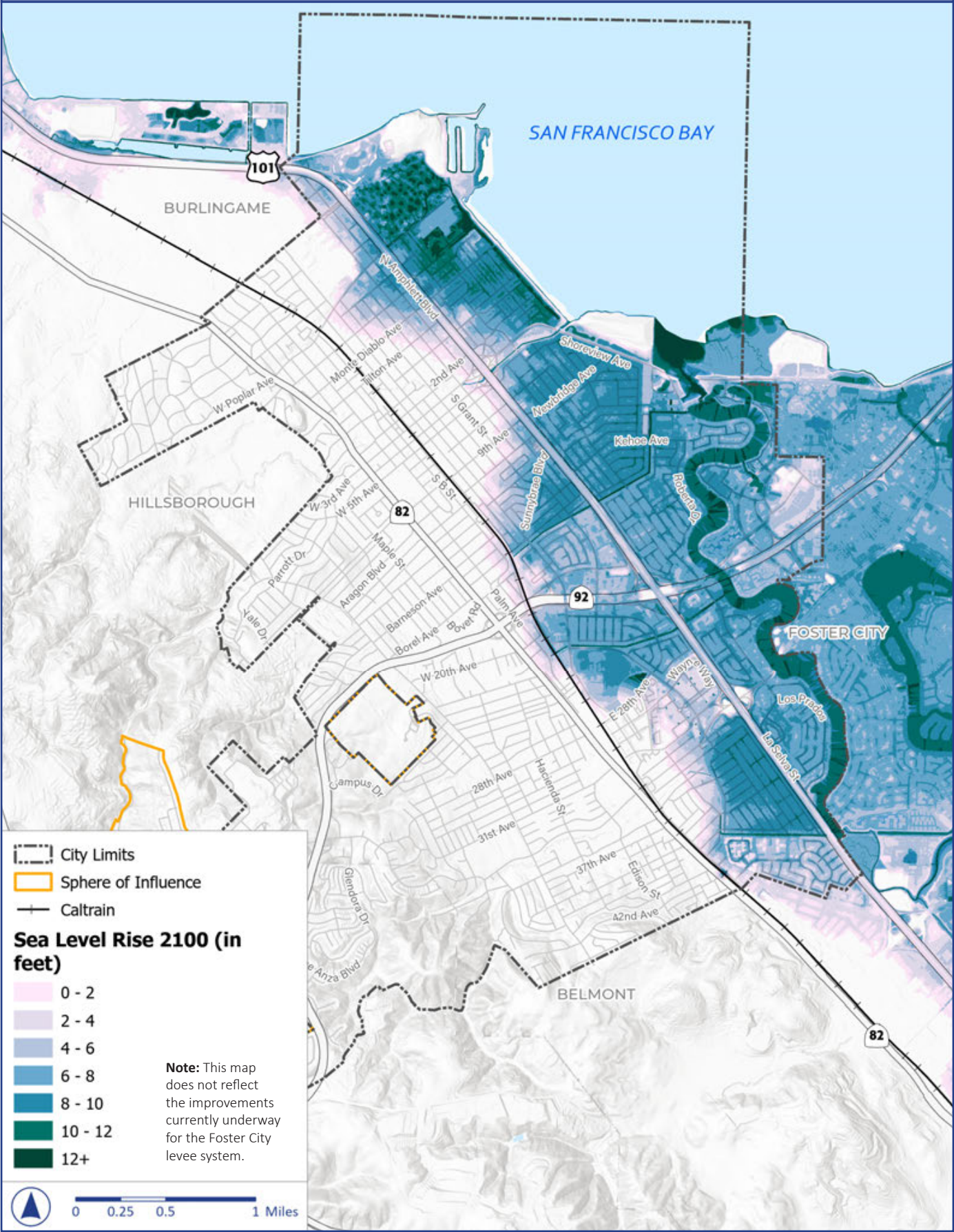
The City of San Mateo will continue working with regional, State, and federal partners to proactively address the potential impacts of sea level rise. The City regularly participates in data gathering and mapping, collaborates with OneShoreline, manages a new assessment district in North Shoreview to fund necessary flood protection improvements, and completes infrastructure projects to provide flood protection. The City is also engaged through the BayCAN collaborative, a Bay Area-wide collaborative network of local governments and organizations focused on responding effectively and equitably to the impacts of climate change.

Figure S-8 2050 Sea Level Rise



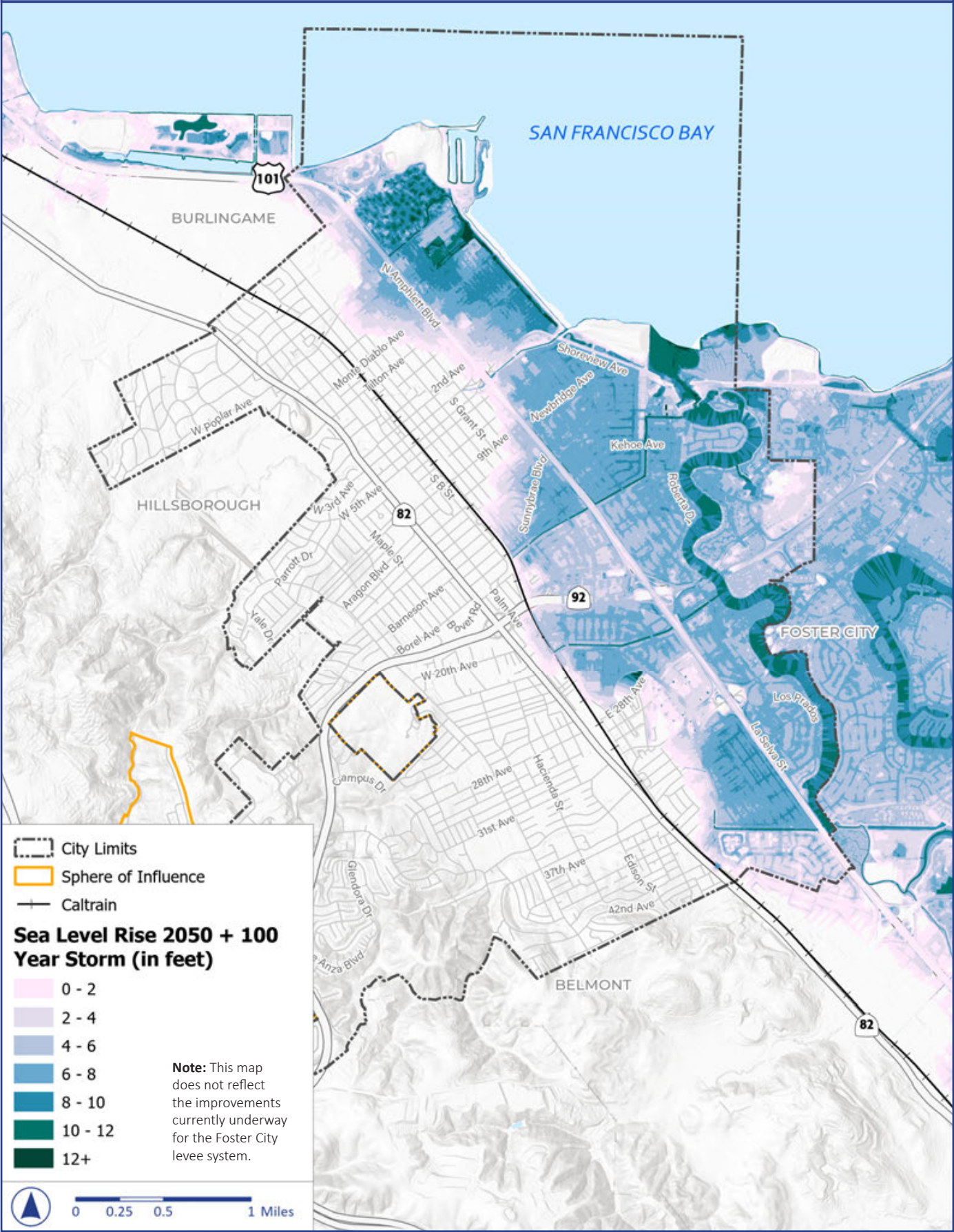
Source: ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Figure S-9 2100 Sea Level Rise



Source: ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Figure S-10 2050 Sea Level Rise Plus 100-Year Storm



Source: ESRI, 2022; PlaceWorks, 2023.
Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Figure S-11 North Shoreview Flood Protection Improvements



Note: This map is included for informational purposes and is not adopted as part of this General Plan.

GOALS, POLICIES, AND ACTIONS

GOAL S-4 Develop regionally coordinated sea level rise adaptation measures and programs.

POLICIES

Policy S 4.1 Sea Level Rise Planning. Integrate sea level rise planning into all relevant City processes, including General Plan amendments, Specific Plans, zoning ordinance updates, capital projects, and review and approval of new development and substantial retrofits.

Policy S 4.2 Sea Level Rise and Groundwater Rise Protection. Ensure that new development, substantial retrofits, critical facilities, City-owned buildings, and existing and future flood control infrastructure are planned and designed to accommodate climate change hazards, including increases in flooding, sea level rise, and rising groundwater, based on the best available science.



Policy S 4.3 Natural Infrastructure. Consider the use of nature-based solutions and natural infrastructure in sea level rise adaptation strategies.

Policy S 4.4 OneShoreline Coordination. Coordinate with OneShoreline to develop and implement coordinated approaches to sea level rise with other San Mateo County jurisdictions.

ACTIONS

Action S 4.5 Climate Change Adaptation Plan. Assess sea level rise projections, consistent with OneShoreline recommendations, identify the extent of areas vulnerable to sea level rise in the city, and develop a Climate Change Adaptation Plan that sets a comprehensive strategy and includes planning and design standards for climate risk protection. Use this plan to evaluate development applications to ensure projects are protected from sea level rise hazards over the life of the project and to assess public infrastructure needs for adequate protection.

Action S 4.6 Sea Level Rise Monitoring. Review and use the best-available sea level rise science and projections and regularly identify natural resources, development, infrastructure, and communities that are vulnerable to sea level rise impacts, including impacts from rising groundwater. Use this information to continue to develop or adjust planning and adaptation strategies.

Action S 4.7 Rising Groundwater Coordination. Coordinate with OneShoreline, local jurisdictions, and regional and State agencies to study and enforce requirements related to rising groundwater levels caused by sea level rise.



Action S 4.8 Natural Infrastructure. Use or restore natural features and ecosystem processes where feasible and appropriate as a preferred approach to the placement of hard shoreline protection when implementing sea level rise adaptation strategies.

Action S 4.9 Sea Level Overlay Zone. Study the feasibility of establishing a sea level rise overlay zone that would allow for the creation of adaptation policies, rules, or construction codes unique to this area, and consistent with OneShoreline guidance, to require properties be made resilient to sea level rise.

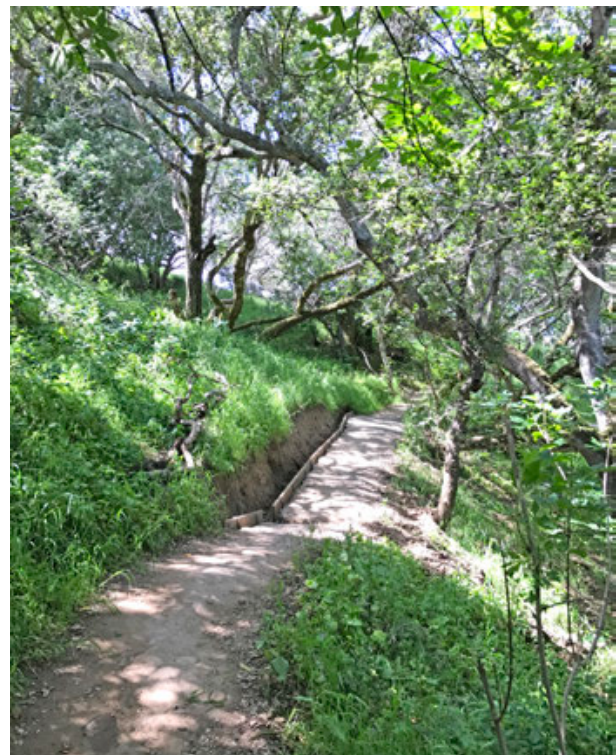
Action S 4.10 Sea Level Rise Funding. Study options for establishing dedicated General Fund dollars to support efforts to address sea level rise, including sufficiently supporting OneShoreline.

Action S 4.11 New Development. Explore creation of a new fee for new development along the bay shoreline to fund sea level rise protection measures and adaptation strategies.

WILDFIRE HAZARDS

Wildfires are a regular feature of the landscape in much of California and can be sparked by lightning, malfunctioning equipment, vehicle crashes, or other causes. High winds, such as the Diablo Winds, can cause fires to spread rapidly and erratically, increasing the difficulty of containment and possibility of burning into developed areas. In addition to direct fire impacts on people and property, wildfires remove stabilizing vegetation from hillsides, increasing the likelihood of future landslides. When wildfires burn at very high temperatures, soils can become hydrophobic, preventing the ground from absorbing stormwater and causing flooding downslope. Residents can also be harmed by smoke from wildfires in the region or across northern California. Particulate matter from smoke can cause respiratory illnesses, especially for those who spend a lot of time outdoors during smoky conditions.

The California Department of Forestry and Fire Protection (CAL FIRE) designates lands into responsibility areas based on who is financially responsible for fire-protection services. Local Responsibility Areas (LRAs) include areas where City fire departments or local fire protection districts are charged with fire protection. State Responsibility Areas (SRAs) include unincorporated areas and State lands where the State has financial responsibility for wildfire protection. San Mateo is within an LRA, and the San Mateo Consolidated Fire Department provides fire prevention and protection services for the area. There are no locations in San Mateo that currently lack access to fire-protection services.



Within the responsibility areas, CAL FIRE designates (with City approval) lands as Moderate, High, or Very High Fire Hazard Severity Zones. As shown in Figure S-12, Very High Fire Hazard Severity Zones are in western San Mateo between the City Limits and SR-92, as well as near Yale Drive and St. Johns Cemetery. Current mapping does not yet designate Moderate or High Fire Hazard Severity Zones in the City Limits. Users should consult the most recent available mapping from CAL FIRE's Fire and Resource Assessment Program (FRAP).¹ Future updates to this Safety Element will include new fire mapping data as it becomes available.

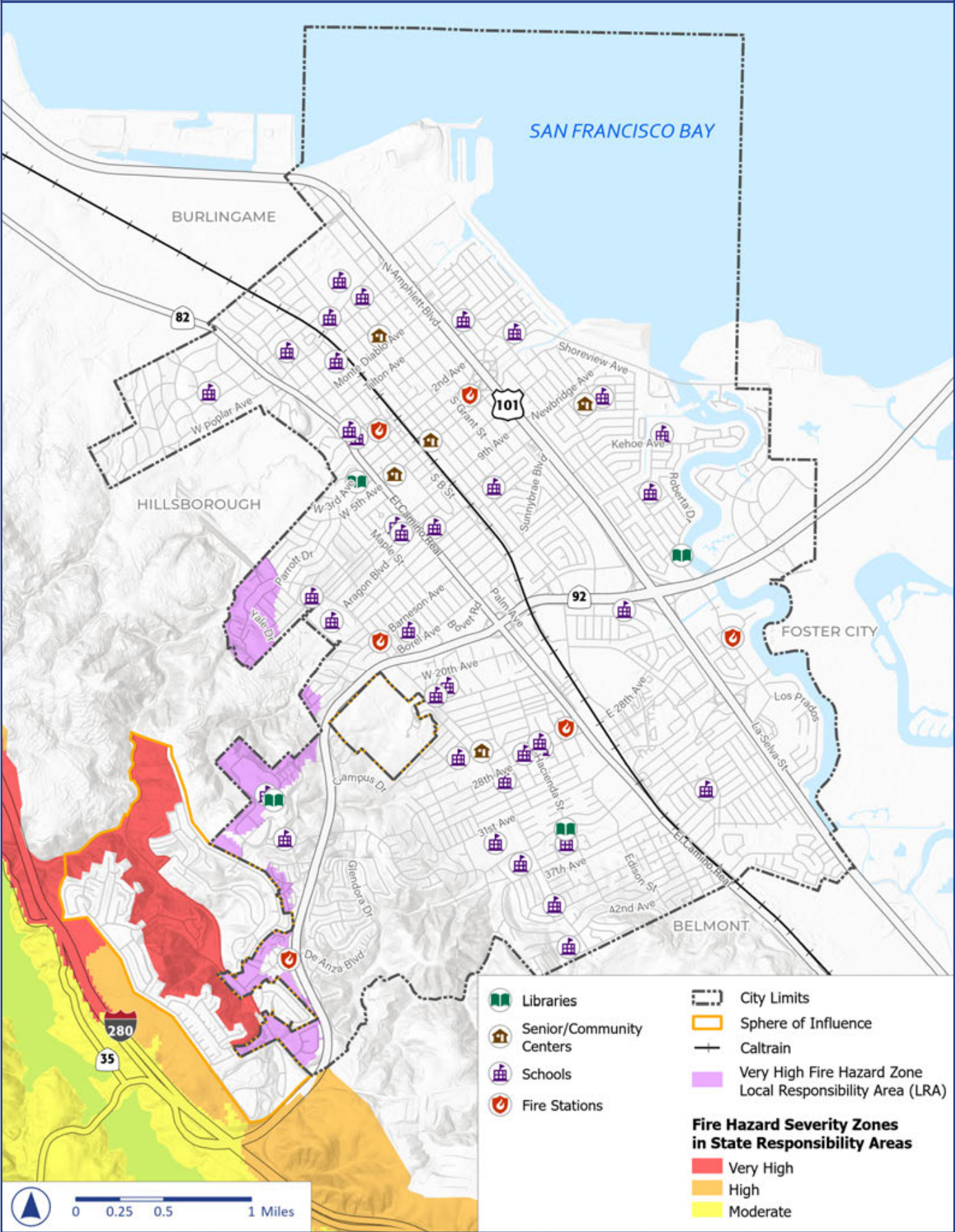
Wildfires may start in wildland areas, natural areas in the unincorporated county, but they can easily spread to developed areas in the city between urban development and wildlands. This area is called the Wildland-Urban Interface (WUI), as shown in Figure S-13. The WUI is made up of two distinct zones. The interface zone contains dense housing or other structures next to vegetation but has little wildland vegetation that can burn in a wildfire. The wildland zones have higher concentrations of wildland vegetation with fewer structures and may have limited access and/or steeper terrain that makes controlling wildfires more difficult. As shown in Figure S-13, the wildland zones are in and near Laurelwood Park and in open space areas near the Peninsula Golf & Country Club. The interface zones border the park and open space areas and include residential neighborhoods, roadways, and other infrastructure throughout west and southwestern parts of San Mateo.

Within the Very High Fire Hazard Severity Zones and WUI zones, there are existing homes, businesses, and public land uses, as well as associated infrastructure like major roadways (e.g., SR-92 and Interstate 280), electrical transmission infrastructure, water and wastewater distribution systems, and communication facilities. Much of this development occurred prior to wildfire hazard mapping; the policies and actions in this element limit future residential development in Very High Fire Hazard Severity Zones and aim to protect existing buildings and infrastructure. Meanwhile, State law requires that homeowners in the WUI zones create and maintain defensible space around homes and other structures, keep roofs clear of flammable material, and use spark arresters on chimneys. Figure S-14 shows the land use designations within Very High Fire Hazard Severity Zones for the Strive San Mateo General Plan 2040.

Although no fires have burned in close proximity to San Mateo since CAL FIRE has kept records (1878), several fires have burned in the unincorporated areas of San Mateo County. Recently, the 2020 CZU Lightning Complex Fire burned over 86,000 acres in southern San Mateo County. In 2022, a wildfire burned in the Emerald Hills area of Redwood City, to the south of San Mateo, which could have burned into the city under different conditions. Areas that have previously burned, regardless of their location within or outside of a Fire Hazard Severity Zone, are likely to burn again. Due to climate change, fire activity is projected to increase where development expands in the WUI zones and in areas of high winds.

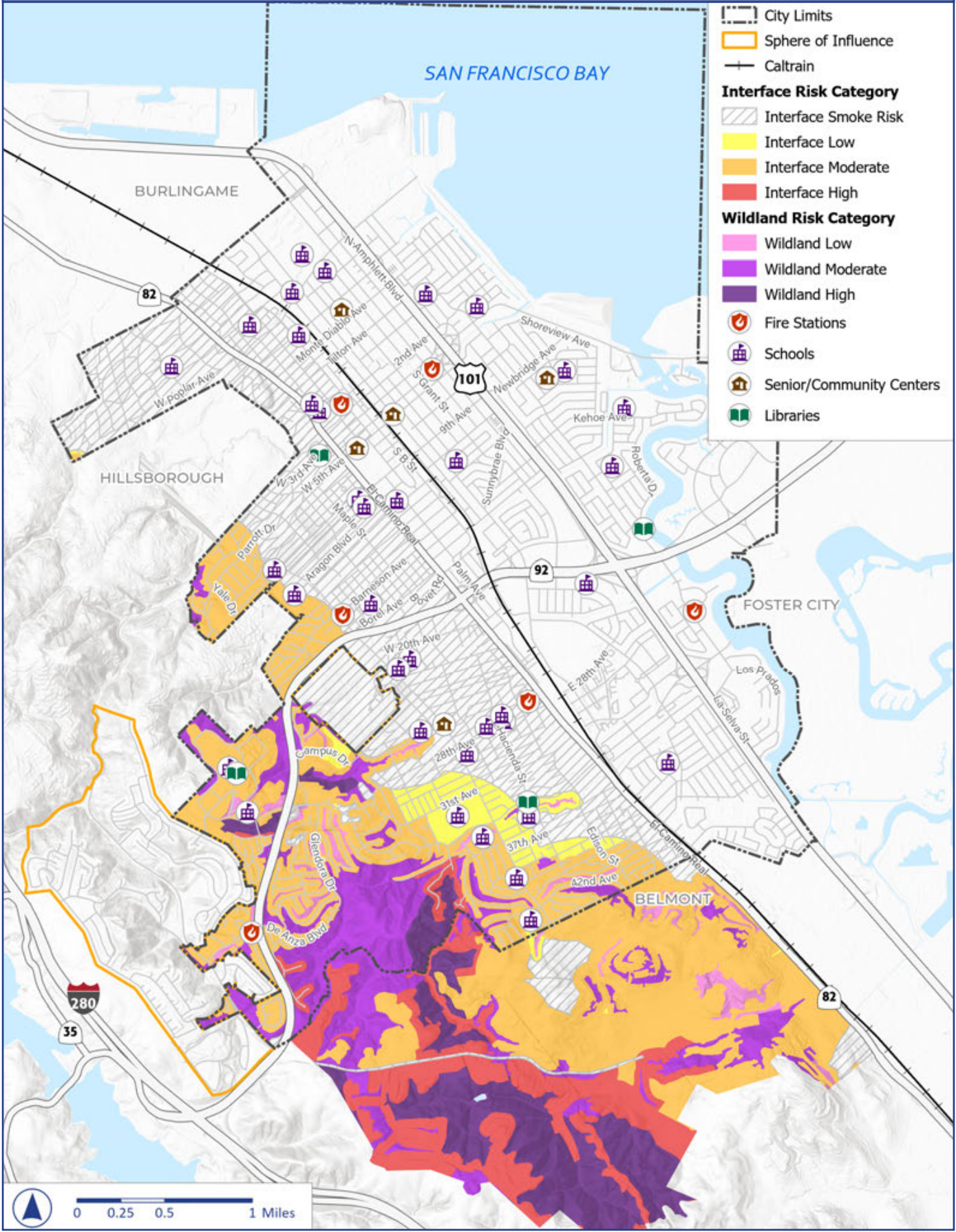
¹ Available at <https://frap.fire.ca.gov>.

Figure S-12 Wildfire Hazard Zones



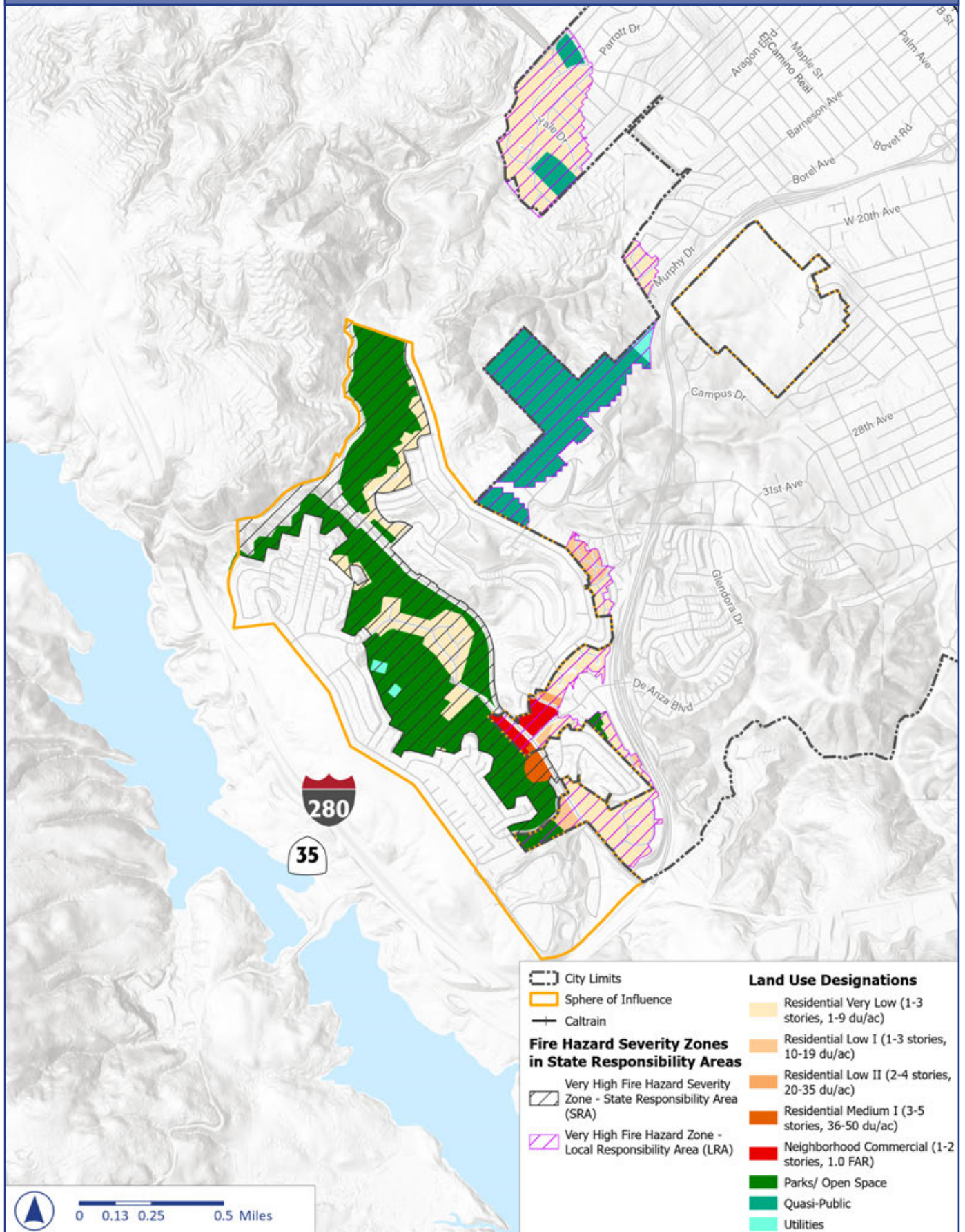
Source: CalFire, 2022; ESRI, 2022; PlaceWorks, 2023.
Note: This map is a draft and will be updated once CalFire publishes the new Wild Hazard Zones.

Figure S-13 Wildland-Urban Interface



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

Figure S-14 Land Uses in Very High Fire Hazard Severity Zones



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

Note: This map is a draft and will be updated once CalFire publishes the new Wild Hazard Zones.

GOALS, POLICIES, AND ACTIONS

GOAL S-5 Maintain adequate fire and life safety protection from wildland fires.

POLICIES

- Policy S 5.1 Very High Fire Hazard Severity Zones.** Avoid new residential development in Very High Fire Hazard Severity Zones, as shown on Figure S-14, or the most current data available from CAL FIRE. Redevelopment or reconstruction of existing structures is allowed. Coordinate with San Mateo Consolidated Fire Department (SMC Fire) to ensure new construction of buildings or infrastructure within a Fire Hazard Severity Zone or Wildland-Urban Interface (WUI), as shown on Figures S-12 and S-13 or the most current data available from CAL FIRE, are in full compliance with applicable State and local regulations and meet the Very High Fire Hazard Severity Zone Fire Safe Regulations for road ingress and egress, fire equipment access, and adequate water supply.
- Policy S 5.2 Reconstruction of Development.** Require reconstruction projects or significant retrofits in a Fire Hazard Severity Zone and the Wildland-Urban Interface, as shown on Figures S-12 and S-13 or the most current data available from CAL FIRE, to be consistent with the California Building Standards Code, California Fire Code, and Very High Fire Hazard Severity Zone Fire Safe Regulations.
- Policy S 5.3 Wildland Fire Protection.** Require all development in and adjacent to designated Fire Hazard Severity Zone and Wildland-Urban Interface to prepare a fire protection plan for review and approval by SMC Fire prior to issuance of building permits and to provide access and defensible space in accordance with California codes and local ordinances.
- Policy S 5.4 Hillside Vegetation Stability.** Stabilize, and as feasible re-vegetate, burned slopes following a wildfire event to reduce landslide and debris flow risk.
- Policy S 5.5 Fire Risk Mapping.** Coordinate with SMC Fire to consistently update any mapping data showing fire extent in San Mateo using CAL FIRE data and local wildland fire risk maps indicating the locations and extents of Fire Hazard Severity Zones, Local Responsibility Areas, and the Wildland-Urban Interface. Use this mapping data to inform decisions about existing risk and future land uses throughout the city and share these maps widely on the City's website, published handouts and flyers, and at in-person and virtual education events.
- Policy S 5.6 Firefighting Infrastructure.** Coordinate with SMC Fire to ensure adequate firefighting infrastructure, including road and building clearance for firefighting vehicles, and clear and legible street signage throughout the community.
- Policy S 5.7 Peakload Water Supply.** Ensure that the California Water Service Company and the Estero Municipal Improvement District provide and maintain a water supply and distribution system that provides an adequate static pressure to deliver the minimum fire hydrant flow to all areas of the city, except where a lesser flow is acceptable, as determined by SMC Fire.

- Policy S 5.8 Facilities Planning.** Place all new public facilities or relocate existing public facilities outside of identified fire hazard risk areas as feasible. Appropriately retrofit public facilities to mitigate fire risk.
- Policy S 5.9 Land Use Management for Fire Risks.** Maintain all City-owned public lands and work with private landowners to reduce fuel loads, establish appropriately placed fire breaks/defensible space, require long-term maintenance of fire hazard reduction projects, and educate all property owners in the city on proper landscape maintenance and firescaping standards to reduce the risk of fire hazards.
- Policy S 5.10 Wildland Fire Vulnerability.** Consider all improvements at Sugarloaf Mountain and Laurelwood Park in the context of the area's high fire risk and include wildfire mitigation components in projects when feasible.
- Policy S 5.11 Fire-Safe Roads.** Coordinate with SMC Fire to evaluate new development or significant retrofits that have access on roadways that do not meet fire-safe road and vegetation standards within the Wildfire-Urban Interface and/or Very High Fire Hazard Severity Zone and ensure that road standards and vegetation management occurs and is maintained.
- Policy S 5.12 Secondary Access.** Explore secondary means of ingress and egress in areas with evacuation constraints, as shown in Figure S-2, Evacuation-Constrained Areas, for existing subdivisions or developments of 30 units or more within a Very High Fire Hazard Severity Zone.
- Policy S 5.13 Emergency Access.** Require that roads, driveways, and other clearances around structures are located and designed to ensure emergency access.
- Policy S 5.14 Emergency Services.** Work with SMC Fire to provide fire prevention, protection, and emergency preparedness services that adequately protect residents, employees, visitors, and structures from fire and fire-related emergencies.

ACTIONS



- Action S 5.15 Tree Maintenance.** Collaborate with SMC Fire to maintain City-owned trees in a manner that does not contribute to fire danger, in accordance with current best management practices (BMPs).



- Action S 5.16 Fire-Safe Education.** Work with SMC Fire and seek funding to develop a fire-safe education program that provides information and awareness to community members about defensive space, fire-resistant landscaping and construction, evacuation preparation, and other wildfire education topics.

- Action S 5.17 Fire Hazard History.** Include a historical record of any significant fire events that have occurred in San Mateo or the surrounding area in all updates to the City's Safety Element.

- Action S 5.18 Vegetation Management on City-Owned Land.** Coordinate with SMC Fire to continue conducting and providing long-term maintenance of vegetation management projects in City-owned parks and open spaces to prevent wildfire ignition and spread.

Action S 5.19 Reevaluation of Development Standards. Reevaluate development standards for wildfire risk areas following major wildfire events and apply updated standards as needed to maintain high levels of wildfire protection.

Action S 5.20 Vegetation Management. Coordinate with the SMC Fire and the FIRE SAFE San Mateo County to obtain funding for and conduct vegetation and fuel modification or management.

HAZARDOUS MATERIALS

Much of the economic success of the Bay Area is based on research and manufacturing, the byproducts of which include substances that may be harmful to people and the surrounding environment. Hazardous waste ranges from familiar substances, such as waste oil and cleaning solvents, to highly toxic industrial compounds, and include toxic metals, gases, flammable and explosive liquids and solids, corrosive materials, radioactive materials, and infectious biological waste. They can be released through human error, malfunctioning or broken equipment, or as an indirect consequence of other emergencies (e.g., if an earthquake damages a hazardous material storage tank). Hazardous materials can also be released accidentally during transportation, as a consequence of vehicle accidents.

Most of the waste generators in San Mateo are small-quantity generators – small businesses and households that generate less than 12 tons per year. Numerous industrial and commercial operations, both past and present, have manufactured, handled, stored, and disposed of hazardous materials. Hazardous material sites include manufacturing operations, facilities with leaking underground storage tanks (LUSTs), and generators of hazardous waste. In the twenty-first century, life science buildings are replacing industrial businesses as users of hazardous materials and producers of hazardous waste.

The San Mateo County Hazardous Waste Management Plan, implemented by San Mateo County Environmental Health Service, the designated Certified Unified Program Agency for the county, has designated 15 areas in San Mateo that are zoned for either commercial or industrial uses as suitable for waste treatment, recycling, storage, and transfer facilities. The sites designated for these facilities are in manufacturing districts adjacent to the Union Pacific rail corridor. Sites designated for storage and transfer facilities are in service commercial and transit-oriented development zoning districts adjacent to the rail corridor, west of US Highway 101 on Amphlett Boulevard, and in Coyote Point Park.

Hazardous materials are primarily transported within San Mateo via trucks carrying a variety of materials, including gasoline, other petroleum products, and other chemicals known to cause fire and life safety problems. There is a significant potential for accidental release of wastes in transit due to the presence of US Highway 101 running through the eastern portion of the city. The transport of hazardous materials is regulated by the California Department of Transportation and California Highway Patrol on State and Interstate highways in California. Local agencies have the authority to restrict the use of local roads for waste transport, as well as the time of transit, if not unduly restrictive to commerce.

Generally, selection of transportation routes should minimize the time and distance that hazardous waste is in transit, avoid residential neighborhoods and sensitive receptors, avoid periods and areas of traffic congestion, minimize use of local roads, and provide for adequate emergency response services.

GOALS, POLICIES, AND ACTIONS

GOAL S-6 Protect the community's health, safety, and welfare relating to the use, storage, transport, and disposal of hazardous materials.

POLICIES

- Policy S 6.1 County Cooperation.** Cooperate with the County of San Mateo and San Mateo Consolidated Fire Department in the regulation and transportation of hazardous materials in San Mateo. Share hazardous materials management enforcement with San Mateo County and San Mateo Consolidated Fire Department.
- Policy S 6.2 County Hazardous Waste Management Plan.** Adopt the San Mateo County Hazardous Waste Management Plan by reference into the Safety Element. Make amendments, as necessary, to suit local needs and issues.
- Policy S 6.3 Transportation Routes.** Restrict the transportation of hazardous materials and waste to designated truck routes and limit such transportation to non-commute hours.
- Policy S 6.4 Hazardous Waste Management Facilities Location.** Regulate the location and operation of new hazardous waste management facilities.
- Policy S 6.5 Design of Hazardous Waste Management Facilities.** Require the following features and mitigation measures in the design of proposed hazardous waste management facilities, including life sciences buildings, to minimize potential health, safety, and aesthetic impacts on surrounding properties and occupants:
- For sites in areas subject to flooding or inundation as shown on Figures S-5 and S-6, require facilities to have a surface elevation at least 1.5 feet above the maximum flood water level for areas containing hazardous substances or to be flood-proofed in some other manner suitable to the City.
 - Require facilities to provide for full on-site containment of maximum permitted quantities of hazardous substances, including protection of storm drain or sanitary sewer inlets from accidental entry of hazardous materials.
 - Require facilities to provide separate storage and/or treatment of potentially reactive substances, including separate spill containment vessels. Require that storage of hazardous gases provides adequate filtration and neutralization devices to prohibit accidental release of toxic substances.
 - Require that all storage and treatment occur within an enclosed structure.
 - Require new facilities be sited as far away as possible within the project site from sensitive communities, such as homes, schools, playgrounds, sports fields, childcare centers, senior centers, and long-term healthcare facilities.

Policy S 6.6 Risk Assessment. Require applications for hazardous waste management facilities to prepare a risk assessment to determine site suitability. Establish risk criteria such as distance from public facilities, residential, or immobile population and recreation areas; impacts from natural hazards (seismic, geologic, flood, and fire hazards); impacts on wetlands, endangered species, air quality, and emergency response capabilities; and proximity to major transport routes.



Policy S 6.7 Contaminated Sites. Require the cleanup of contaminated sites, including those indicated on the Hazardous Waste and Substances Sites List (Cortese List) published by the Department of Toxic Substances Control and/or other agencies, such as the San Mateo County Health Department and the Regional Water Quality Control Board, in conjunction with substantial site development or redevelopment, where feasible.

Policy S 6.8 Cost Recovery. Require San Mateo County businesses that generate hazardous waste or applicants for hazardous waste management facilities to pay necessary costs for implementation of Hazardous Waste Management Plans and for application costs, and to pay for costs associated with emergency response services in the event of a hazardous material release, to the extent permitted by law.

ACTION

Action S 6.9 Shared Data. Regularly coordinate with San Mateo County to collect data on businesses that store hazardous substances to share with local emergency service providers, including the Police Department and San Mateo Consolidated Fire Department, as well as the Public Works Department for the wastewater source-control program.



CHAPTER 9

Noise Element





NOISE ELEMENT

INTRODUCTION

This Noise Element provides the policy framework for controlling, managing, and mitigating excessive noise in the city. These policies will protect land uses that are sensitive to noise, such as residences, schools, and libraries, while minimizing noise from the sources that create them.

RELEVANCE TO GENERAL PLAN THEMES



Sustainability in this Element:

- Reducing noise levels reduces stress for humans and animals, improving the health and well-being of our community and habitats.



Environmental Justice in this Element:

- Minimizing and mitigating noise impacts will help alleviate the harmful effects of noise pollution in neighborhoods close to freeways, the rail corridor, and other high-volume roadways, which already experience disproportionate impacts from multiple pollution sources.



Community Engagement in this Element:

- Informs the San Mateo community about upcoming land use projects that would contribute to or be affected by a noisy environment.
- Leverages creative outreach strategies to engage with all San Mateo residents, particularly those that live in equity priority communities, about development projects and new activities that could generate noise or mitigate existing noise nuisances.



NOISE IN SAN MATEO

Sounds can bring joy to the listener, but they can also be a nuisance. Loud sounds can become unwanted noise that could be harmful to our physical, mental, and emotional health. Stress and lost sleep from noise pollution contributes to cardiovascular and metabolic diseases. While noise pollution has the potential to affect all San Mateo residents, existing noise levels are highest in neighborhoods closest to freeways and the rail corridor, compounding the negative health effects of air pollution and other pollution sources in those communities.

San Mateo's vibrant urban environment generates noise on a daily basis. Vehicles create a rhythmic hum that is oftentimes punctuated by honks and other noises as they travel along the city's streets and thoroughfares. Trains traveling on the Caltrain/Southern Pacific rail corridor sound their horns to warn pedestrians, motorists, and others about their impending arrival. This safety measure also creates noise pollution for those that live or work near the rail corridor. Commercial activities and open spaces, such as restaurants, storefronts, and parks help to create a lively atmosphere for social interactions and economic activities. However, they also have the potential to generate noise nuisances, especially for entertainment uses that occur after normal business hours. Other noise sources in the community come from construction activities, aircraft flyovers, landscaping equipment, and fixed mechanical equipment, such as air conditioning units.

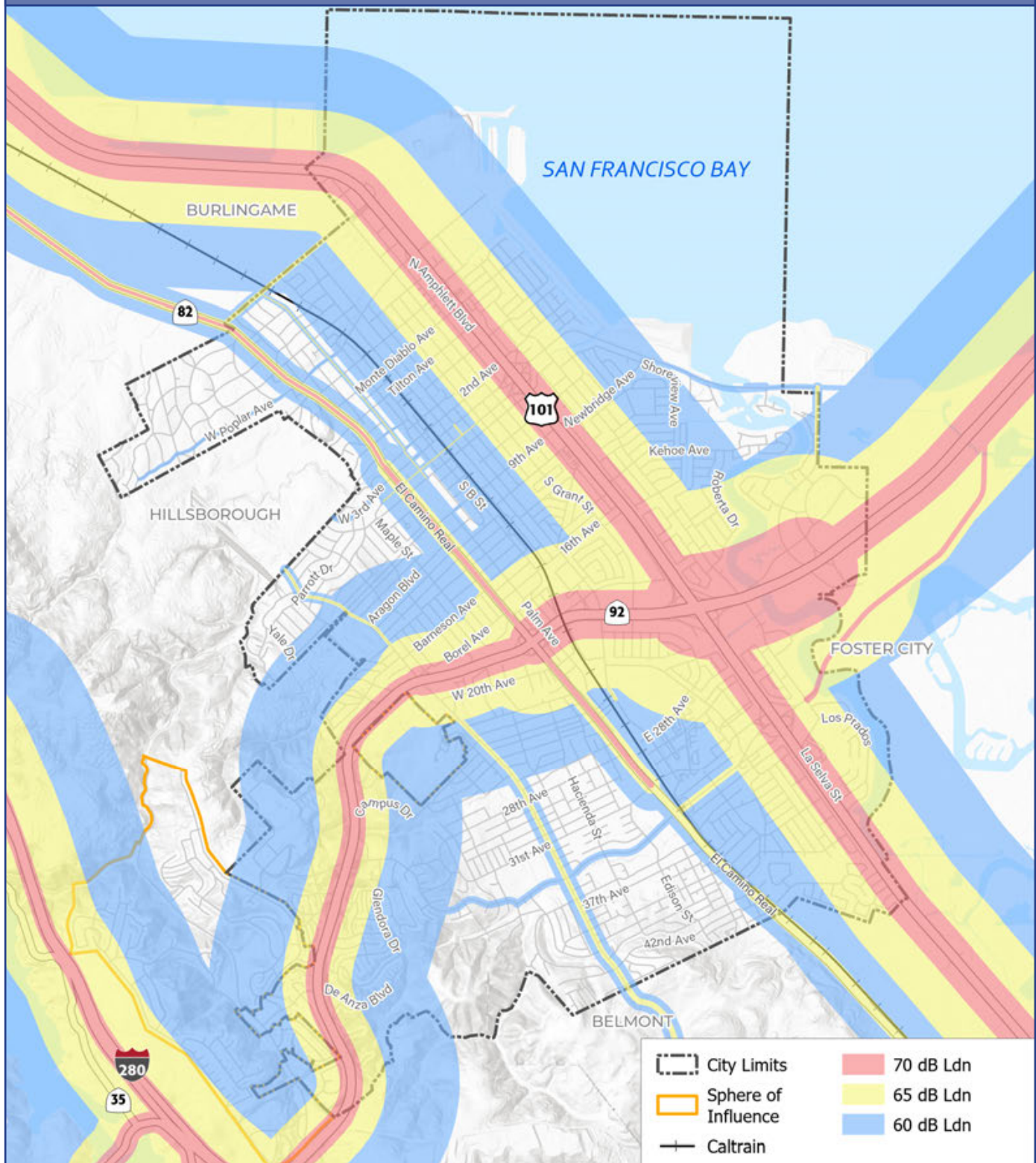
MEASURING ENVIRONMENTAL NOISE

Environmental noise level or intensity is measured in decibels (dB), which range from 0 dB, the threshold at which people can detect sound, to 140 dB, the threshold where it becomes painful to hear. For every increase of 10 dB, the perceived loudness of noise is doubled. For example, a motorcycle accelerating (90 dB) seems twice as loud as a power lawn mower (80 dB).

This Noise Element uses a unit of measurement called the "A-weighted" decibel scale, which is sometimes expressed as dBA. Humans do not hear all frequencies equally. As a result, this measurement takes into consideration that human hearing decreases at extremely low and high frequencies. State law requires general plans to use the Community Noise Equivalent Level (CNEL) or the Day/Night Average Sound Level (L_{dn}) to describe the community noise environment and its effects on the population. The City of San Mateo uses the Day/Night Average Sound Level (L_{dn}), which represents a 24-hour average sound level, with an additional 10 dB added for nighttime noise between the hours of 10:00 p.m. and 7:00 a.m., as shown in the land use compatibility standards for noise in Table N-1.

Table N-1 is used to determine whether the existing exterior noise levels that would surround a proposed new use are acceptable or unacceptable and to identify where a proposed project may need to incorporate noise mitigation features. Roadway noise is the primary contributor to the average exterior noise levels in San Mateo. Existing and projected average exterior noise levels in San Mateo are shown in Figures N-1, N-2, and N-3.

Figure N-1 Existing Traffic Noise Contours

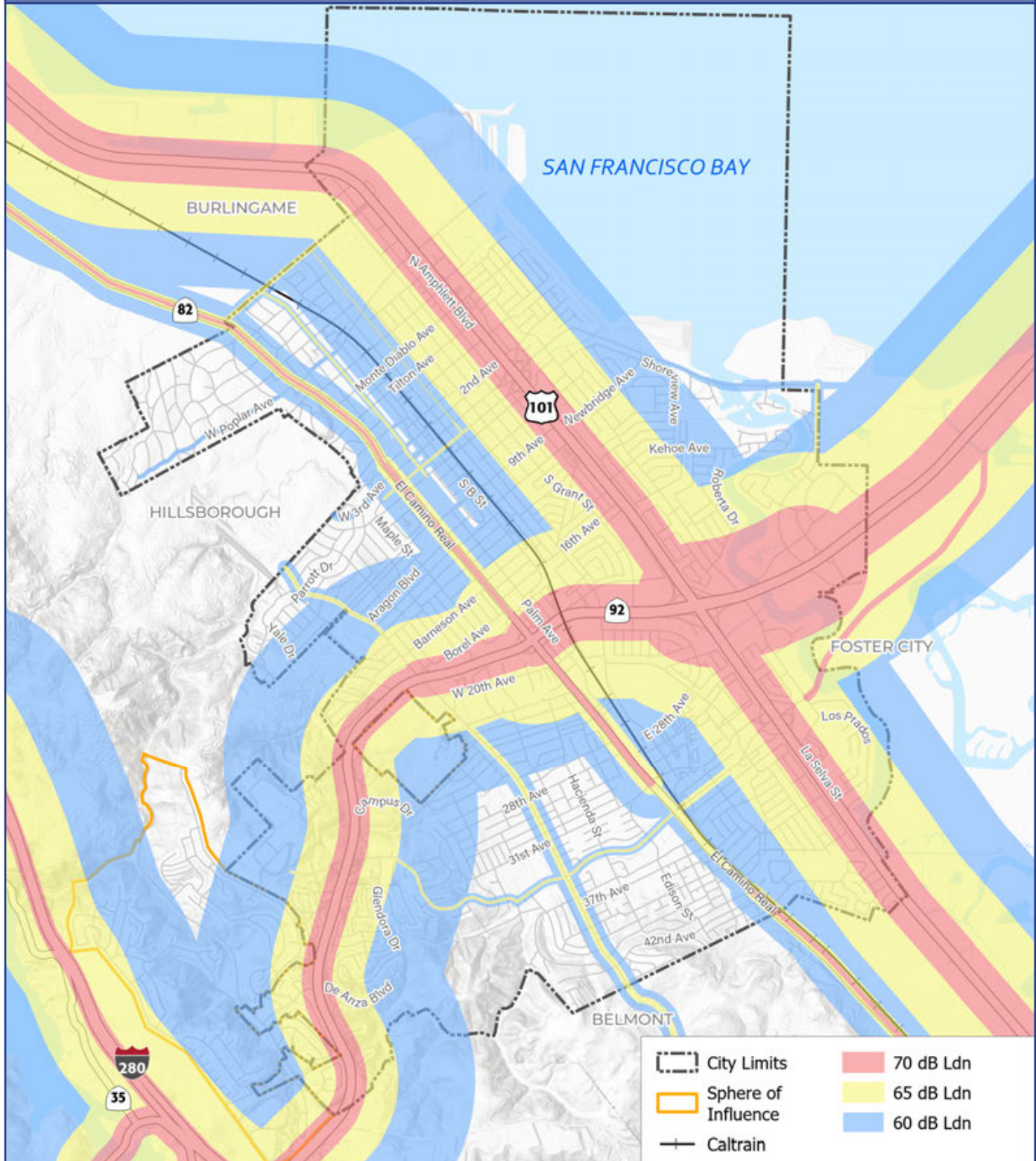


Source: ESRI, 2022; ECORP, 2023; PlaceWorks, 2023.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.



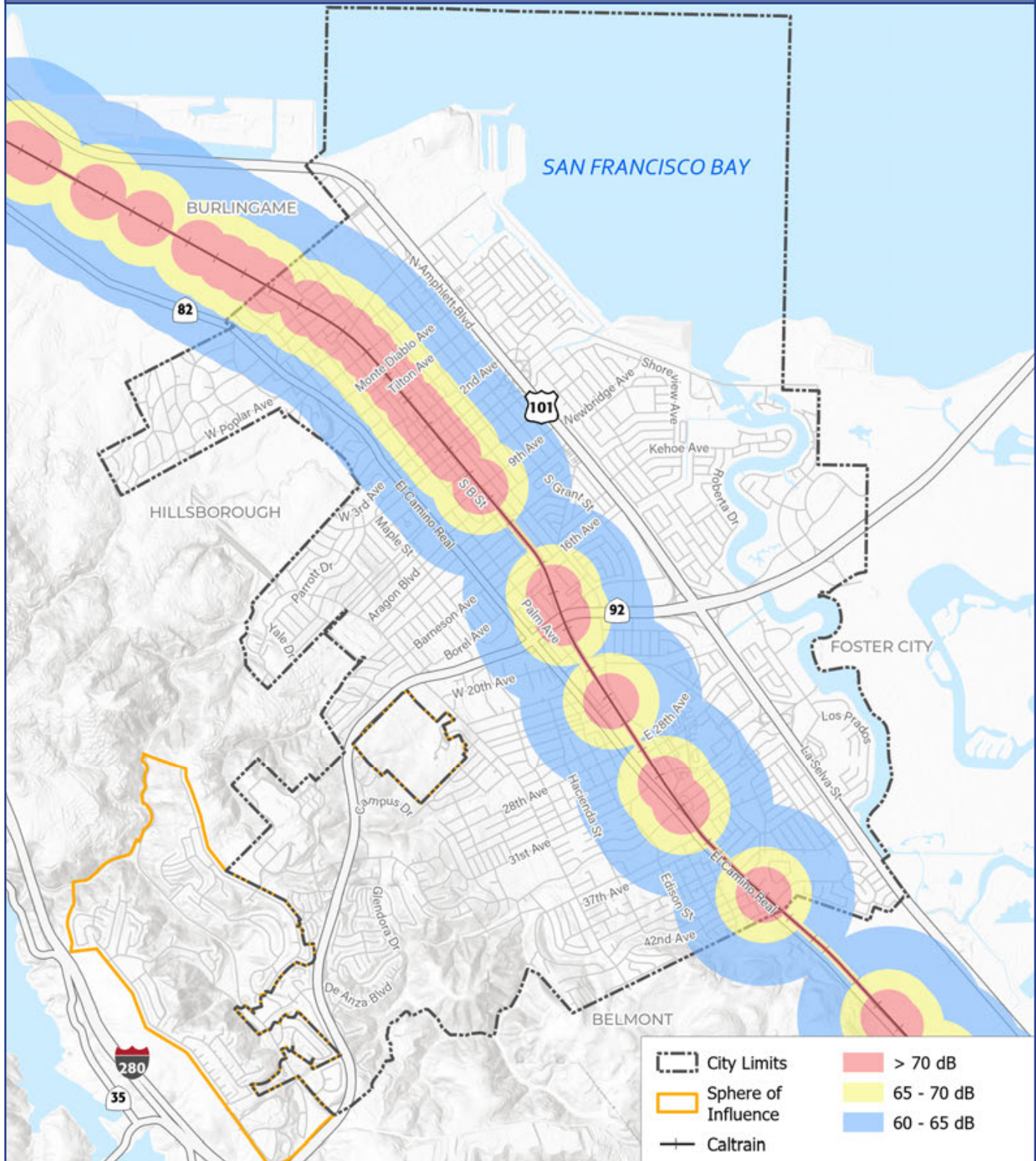
Figure N-2 Future Traffic Noise Contours



Source: ESRI, 2022; ECORP, 2023; PlaceWorks, 2023.



Figure N-3 Rail Noise Contours



Source: ESRI, 2022; ECORP, 2023; PlaceWorks, 2023.



Table N-1 Land Use Compatibility Guidelines

Land Use Category of Proposed New Use		Day-Night Average Exterior Noise Level, L_{dn} (dBA)				
		0 - 59	60 - 65	66 - 70	71 - 80	over 81
Noise-Sensitive Land Uses	Residential (all densities) *					
	Multifamily Common Open Space for Residents					
	Hotels, Motels, and Other Lodging					
	Schools, Libraries, Hospitals, Churches, Long-Term Care Facilities					
	Parks, Playgrounds, Privately Owned Publicly Accessible Open Space					
Office and Commercial						
Research and Development, Industrial						
	Normally Acceptable. Specified land use is satisfactory based on the assumption that any buildings involved are of normal, conventional construction, without any special noise mitigation requirements.					
	Conditionally Acceptable. New construction or development should be undertaken only after a detailed analysis of the noise-reduction requirements is made and needed noise mitigation features have been included in the design.					
	Normally Unacceptable. New construction or development should not be undertaken.					

* See residential land use designations in the Land Use Element of this General Plan.

MITIGATING NOISE IMPACTS

Excessive noise in the city can be addressed in three ways: land use planning, physical mitigation, and administrative regulation. Land use planning means considering the existing and future noise environment when reviewing proposed development and locating new uses in a way that minimizes the exposure of new community members to excessive noise. Most of San Mateo is within the “conditionally acceptable” range of between 60 dB and 70 dB (L_{dn}), so some form of noise mitigation will likely need to be incorporated into building and site design for any new noise-sensitive land uses listed in Table N-1.

San Mateo’s residential neighborhoods that border US Highway 101, State Route (SR-) 92, El Camino Real, and the railroad corridor are subject to sound levels exceeding 70 dB (L_{dn}), as shown in Figures N-1 and N-3. The Land Use Element allows residential and other types of development in these areas, and this Noise Element provides policy guidance to mitigate noise impacts on that new development, such as through site design and construction methods.

Physical mitigation refers to reducing the noise level by controlling how buildings are built and where they are located. For instance, buildings could use sound-absorbing materials to absorb the noise, install walls or windows to reduce the noise indoors, or be located in areas away from sources that produce substantial noise, such as freeways or train tracks. Trees and other vegetation can also help to absorb, deflect, and mask unwelcome noise, while also offering shade and absorbing carbon.

The City’s Noise Control Ordinance is an example of administrative regulations. This ordinance, which is part of the Municipal Code, limits the operating hours and duration of noise sources by decibel level. For example, construction activities are restricted at night so residents can have a quiet and peaceful night of sleep.

Noise mitigation in the city requires a collaborative approach between the City of San Mateo and other agencies. The City has the power to enact the policies in this Noise Element and the regulations in the Noise Control Ordinance. However, many sources of noise pollution are outside of the City’s control. Noise generated from trains that use the Caltrain/Southern Pacific rail corridor, particularly the train horns, is regulated by safety standards set by the Federal Rail Administration. While there is noise pollution from the San Francisco International Airport (SFO), the City has limited influence on flight paths, which are determined by the Federal Aviation Administration (FAA). Additionally, freeways are under the jurisdiction of the California Department of Transportation (Caltrans). Moving forward, the City will continue to work closely with agencies such as Caltrain, Caltrans, and SFO to reduce noise impacts to all those that live, work, and play in San Mateo.



GOALS, POLICIES, AND ACTIONS

GOAL N-1 Protect noise-sensitive land uses from excessive noise levels.

POLICIES

Policy N 1.1 Noise and Land Use Planning. Integrate noise considerations into land use planning decisions to minimize noise impacts to or from new development.

Policy N 1.2 Interior Noise Level Standard. Require submittal of an acoustical analysis and interior noise insulation for all noise-sensitive land uses listed in Table N-1 that have an exterior noise level of 60 dBA (L_{dn}) or above, as shown on Figure N-2. The maximum interior noise level shall not exceed 45 dBA (L_{dn}) in any habitable rooms, as established by the California Building Code.

Policy N 1.3 Exterior Noise Level Standard for Residential Uses. Require an acoustical analysis for new multifamily common open space for residents that have an exterior noise level of 60 dBA (L_{dn}) or above, as shown on Figure N-2. Incorporate necessary mitigation measures into residential project design to minimize common open space noise levels. Maximum exterior noise should not exceed 65 dBA (L_{dn}) for residential uses and should not exceed 65 dBA (L_{dn}) for public park uses.

Policy N 1.4 Exterior Noise Level Standard for Parks and Playgrounds. Require a feasibility analysis of noise-reduction measures for public parks and play areas that have an exterior noise level of 70 dBA (L_{dn}) or above.



Policy N 1.5 Inclusive Outreach. Notify the community when new land uses that would result in excessive noise levels are being considered and inform community members about how they can engage in the process. Use outreach and engagement methods that encourage broad representation and are culturally sensitive, particularly for equity priority communities.



GOAL N-2 Minimize unnecessary, annoying, or unhealthful noise.

POLICIES

Policy N 2.1 Noise Regulation. Regulate noise in San Mateo to prohibit noise that is annoying or injurious to community members.

Policy N 2.2 Minimize Noise Impacts. Incorporate necessary mitigation measures into new development design to minimize short-term noise impacts. Determine whether new development has the potential to result in a significant noise impact on existing development based on the following standards. Impacts will be analyzed based on long-term operational noise increases at the sensitive receptor property line, or new uses that generate noise levels at the sensitive receptor property line, as follows:

Ldn Category of Existing Development Per Figures N-1, N-2, and/or N-3	Noise Increase Considered “Significant” over Existing Noise Levels
Normally Acceptable	An increase of more than 5 dBA and the total Ldn exceeds the “normally acceptable” category
Conditionally Acceptable	An increase of more than 5 dBA
Unacceptable	An increase of more than 5 dBA

Policy N 2.3 Minimize Commercial Noise. Protect land uses other than those listed as “noise sensitive” in Table N-1 from adverse impacts caused by the on-site noise generated by new developments. Incorporate necessary mitigation measures into development design to minimize short-term and long-term noise impacts. Prohibit new uses that generate noise levels of 65 dBA (L_{dn}) or above at the property line, excluding existing ambient noise levels.

Policy N 2.4 Traffic Noise. Recognize projected increases in ambient noise levels resulting from future traffic increases, as shown on Figure N-2. Promote reduced traffic speeds and the installation of noise barriers or other methods to reduce traffic noise along highways and high-volume roadways where noise-sensitive land uses (listed in Table N-1) are adversely impacted by excessive noise levels (60 dBA [L_{dn}] or above).

Policy N 2.5 Railroad Noise. Support the installation of noise barriers and other mitigations along the railroad corridor where noise-sensitive land uses are adversely impacted by excessive noise levels (60 dBA [L_{dn}] or greater), as shown in Figure N-3.

Policy N 2.6 Railroad Vibration. Require that new residential projects (or other sensitive uses) within 200 feet of existing railroad lines conduct a ground-borne vibration and noise evaluation consistent with Federal Transit Administration-approved methodologies.

Policy N 2.7 Construction Noise and Vibration Monitoring. Require construction noise limits and vibration monitoring around sensitive receptors, including through limiting construction hours and individual and cumulative noise from construction equipment. For larger development projects that demand intensive construction periods and/or use equipment that could create vibration impacts, require a vibration impact analysis, as well as monitoring and reporting of noise/vibration levels throughout construction, consistent with industry standards.

ACTIONS

Action N 2.8 Conditions of Approval for Noise Monitoring. Establish conditions of approval for larger development projects to ensure that requirements for construction noise and vibration monitoring. Include a requirement for a monitoring plan that provides information on the monitoring locations, durations and regularity, the instrumentation to be used, and appropriate noise and vibration control measures to ensure compliance with the noise ordinance and any applicable vibration limits.

Action N 2.9 Railroad Noise Reductions. Implement projects necessary to achieve Quiet Zones in the city, such as elimination of at-grade rail crossings or other mitigation measures to decrease horn and other operational noise levels, with a focus on achieving Quiet Zones as part of any substantial expansions of the rail service.

Action N 2.10 Railroad Noise Barriers. Work with the Peninsula Corridor Joint Powers Board to promote and encourage adequate noise mitigations and barriers to be incorporated into any rail service expansion or track realignment.



CHAPTER 10

Abbreviations and Glossary





ABBREVIATIONS AND GLOSSARY

This glossary explains the technical terms used in this General Plan. Definitions come from several sources, including the California Office of Planning and Research, the California Institute for Local Government, and the American Planning Association *Glossary of Zoning, Development, and Planning Terms*.

ABBREVIATIONS

AA-T	Arts Degree for Transfer
AB	Assembly Bill (State)
ABAG	Association of Bay Area Governments
ADA	Americans with Disabilities Act
ADU	Accessory Dwelling Unit
AMI	Area Median Income
AS-T	Associate in Science Degree for Transfer
AV	Autonomous vehicle
BAAQMD	Bay Area Air Quality Management District
BART	Bay Area Rapid Transit
BMR	Below Market Rate
BRT	Bus Rapid Transit
BUILD	Better Utilizing Investments to Leverage Development
CalEnviroScreen	California Communities Environmental Health Screening Tool
CAL FIRE	California Department of Forestry and Fire Protection
CalOES	California Governor's Office of Emergency Services
Cal Water	California Water Company
Caltrans	California Department of Transportation
CAP	Climate Action Plan
C/CAG	City/County Association of Governments of San Mateo County
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CERT	Community Emergency Response Team
CNEL	Community Noise Equivalent Level

CIP	Capital Improvement Program
dB	Decibel
dba	Decibel “A-Weighted”
du/ac	Dwelling units per acre
EAS	Emergency Alert System
EBT	Electronic Benefit Transfer
EIR	Environmental Impact Report
EMS	Emergency Medical Service
EMID	Estero Municipal Improvement District
EV	Electric Vehicle
FAR	Floor Area Ratio
FAST	Fixing America’s Surface Transportation
FEMA	Federal Emergency Management Agency
FHSZ	Fire Hazard Severity Zone
FIRM	Flood Insurance Rate Map
FRAP	Fire and Resource Assessment Program
GHG	Greenhouse Gas
GIS	Geographic Information Systems
GPA	General Plan Amendment
GPS	General Plan Subcommittee
ITS	Intelligent Transportation Systems
JPB	Joint Powers Board
LAFCO	Local Agency Formation Commission
Ldn	Day/Night Average Sound Level
LID	Low Impact Design
LOS	Level of Service
LRA	Local Responsibility Area
MFD	Multi-Family Dwelling
MJHMP	Multi-Jurisdictional Hazard Mitigation Plan
MMRP	Mitigation Monitoring and Reporting Program
MTC	Metropolitan Transportation Commission

ODS	Objective Design Standards
OneShoreline	San Mateo County Flood and Sea Level Rise Resiliency District
PCE	Peninsula Clean Energy
PG&E	Pacific Gas and Electric Company
PSPS	Public Safety Power Shutoff
RHNA	Regional Housing Needs Allocation
SB	Senate Bill (State)
SLR	Sea Level Rise
SPAR	Site Plan and Architectural Review
SFD	Single-Family Dwelling
SFPUC	San Francisco Public Utilities Commission
SF RWS	San Francisco Regional Water System
SMC Fire	San Mateo Consolidated Fire Department
SMCTA	San Mateo County Transportation Authority
SMPD	San Mateo Police Department
SOI	Sphere of Influence
SR-	State Route
SRA	State Responsibility Area
SVS	Social Vocational Services
TAC	Toxic Air Contaminant
TDM	Transportation Demand Management
TIA	Transportation Impact Analysis
TNC	Transportation Network Company
TOD	Transit Oriented Development
USACE	United States Army Corps of Engineers
VMT	Vehicle Miles Traveled
VHFHSV	Very High Fire Hazard Severity Zone
WUI	Wildland-Urban Interface

TERMINOLOGY

21 Elements. A multi-year, multi-phase collaboration of all 21 San Mateo County jurisdictions, along with partner agencies and stakeholder organizations.

Acreage. The land area that exists prior to any dedications for public use, health, and/or safety purposes.

Action. A measure, procedure, or technique that helps the City achieve a specific goal. An action is something concrete that can and will be completed. (see “Goal”)

Adaptation. Making changes in response to current or future conditions (such as the increased frequency and intensity of climate-related hazards), usually to reduce harm and take advantage of new opportunities.

Adaptive Management. A flexible, iterative decision making process that can be adjusted in the face of uncertainties as outcomes from management actions and other events become better understood.¹

Adverse Impact. A negative consequence for the physical, social, or economic environment resulting from an action or project.

Affordability, Housing. The relation of housing costs to household income.

Affordable Housing. A for-sale housing or rental housing affordable to households whose incomes do not exceed 120 percent of the area median income (moderate- or lower-income households).

Archaeological Resource. Material evidence of past human activity found below the surface of ground or water, portions of which may be visible above the surface.

Assembly Bill (AB). A State law or bill originating from the State Assembly. The abbreviation “AB” preceeds the specific bill number.

Association of Bay Area Governments. The regional planning agency for the nine Bay Area counties, including San Mateo County, and the 101 cities and towns within these counties.

Asset. A valued feature of a community that may be harmed by climate change. Assets may include buildings, infrastructure, community services, ecosystems, and economic drivers.

Below Market Rate Unit. A below market rate unit is an affordable housing unit (see Affordable Housing definition).

Buffer. An area established between potentially conflicting land uses, which, depending on the potential impact, may use landscaping or structural barriers such as yards or roads.

Bicycle Class Facilities. A classification system for bicycle paths and roadways identified in the California Highway Design Manual.

Shared-use paths (Class I): Off-road pathways designed for people walking, biking, and rolling (e.g., skateboard or scooter).

Separated bike lanes (Class IV): A designated lane separated from vehicular traffic by a buffer with vertical protection (e.g., flexible posts, planters, parked vehicles, curbs).

1 U.S. Department of the Interior, 2009. *Adaptive Management, The U.S. Department of the Interior Technical Guide*, page 5.

Buffered bike lanes (Class II): A designated bicycle lane adjacent to vehicular traffic separated by a striped buffer area on the pavement.

Standard bike lanes (Class II): A designated bicycle lane directly adjacent to vehicular traffic.

Bicycle boulevards (Class III): Bicyclists share a lane with vehicular traffic and are identified with bicycle signage and pavement markings to increase driver awareness of bicyclists and aid bicyclists with navigation; however, bicycle boulevards include traffic-calming treatments and are solely implemented on low-speed (i.e., less than 25 mile per hour) and low-volume (i.e., less than 3,000 vehicles per day) streets to ensure they are low-stress facilities.

Bicycle routes (Class III): Bicyclists share the lane with vehicular traffic and are identified with bicycle signage and pavement markings to increase driver awareness of bicyclists and aid bicyclists with navigation. The City is phasing out this type of route within the bicycle network and upgrading to other facility types.

Building. A structure with substantial walls and roof designed for the shelter, enclosure, or protection of persons, animals, chattels, or property of any kind. (see “Structure”)

Building Code. Standards adopted by the State governing the construction, alteration, demolition, occupancy, or other use of buildings used for human habitation. The State regulations are substantially the same as those contained in the most recent editions of the Uniform Building Code, Uniform Housing Code, Uniform Plumbing Code, Uniform Mechanical Code, and the National Electric Code. Local governments may have stricter standards under certain circumstances.

California Environmental Quality Act. Legislation and corresponding procedural components established in 1970 by the State of California to require environmental review for projects anticipated to result in adverse impacts to the environment. (see “Environmental Impact Report”)

Capital Improvement Program. A program that schedules permanent improvements, usually for a minimum of five years in the future, that fits the projected fiscal capability of the local jurisdiction. The program generally is reviewed on an annual basis for conformance to and consistency with the General Plan.

Carbon Neutral. Reducing greenhouse gas (GHG) emissions to zero, either by entirely eliminating all GHG emissions or by balancing out all remaining GHG emissions through carbon removal practices so that the “net” emissions are zero.

City. City with a capital “C” generally refers to the City of San Mateo government or administration. City with a lower case “c” may mean any city or may refer to the geographical area.

City Limits. The legal boundaries of the geographical area subject to the jurisdiction of the City of San Mateo’s government. For example, development applications for properties located within the City Limits must be reviewed by the City.

Clean Air Refuge. A building with efficient air filtration and improved air quality that is opened to community members during poor air quality days.

Climate Change. Long-term shifts in temperatures and weather patterns that have come to define the Earth’s local, regional and global climates. In the context of this plan, this term refers to changes brought on by human activities, also known as anthropogenic climate change.

Compatible. Capable of existing together without conflict or ill effects.

Complete Street. A transportation facility that is planned, designed, constructed, operated, and maintained to provide comfortable and convenient mobility, and improve accessibility and connectivity to essential community destinations for all users and abilities, regardless of whether they are travelling as pedestrians, bicyclists, wheelchair users, public transportation riders, or drivers. Complete streets are especially attuned to the needs of people walking, using assistive mobility devices, rolling, biking, and riding transit.

Complete Streets Act. A law that requires all road construction and improvement projects to evaluate how the right-of-way serves all who use it, including pedestrians, bicyclists, and transit users.

Conservation. The management and use of natural resources in a sustainable manner. Conservation results in land and water areas that are protected and managed for durability to sustain functional ecosystems, both intact and restored, and the diversity of life they support.

Conserve. To manage natural resources sustainably.

Critical Facility. A facility whose continued functioning is necessary to maintain public health and safety following a disaster, and where damage or failure could pose hazards to life and property well beyond their immediate vicinity.

Cultural Resource. A historic, archaeological, tribal, or paleontological resource or human remains. Cultural resources include tribal cultural resources, as defined in California Public Resources Code Section 21074, regardless of whether a tribe is federally recognized.

Decibel (dB). A unit used to express the relative intensity of a sound as it is heard by the human ear. The lowest volume a normal ear can detect under laboratory conditions is 0 decibel, the threshold of human hearing. Since the decibel scale is logarithmic, 10 decibels are 10 times more intense and 20 decibels are 100 times more intense than 1 decibel.

Decibel, A-weighted (dBA). The “A-weighted” scale for measuring sound in decibels, which weighs or reduces the effects of low and high frequencies to simulate human hearing. Every increase of 10 dBA doubles the perceived loudness, even though the noise is actually 10 times more intense.

Dedication. Giving private land for public use, and the acceptance of land for such use by the governmental agency having jurisdiction over the public function for which it will be used. Dedications for roads, parks, school sites, or other public uses are often required by a city or county as conditions for approval of a development. (see “In-Lieu Fee”)

Density. The number of permanent residential dwelling units per acre of land (du/acre). Densities specified in this General Plan are expressed in dwelling units per net acreage, excluding land area that may be devoted to public right-of-way, including roadways..

Development Review. The comprehensive evaluation of a development and its impact on neighboring properties, the environment, and the community as a whole, from the standpoint of site and landscape design, architecture, materials, lighting, and signs, in accordance with a set of adopted criteria and standards.

Development. The physical expansion and/or construction of non-farm land uses. Development activities include subdivision of land; construction of a single-family dwelling on an existing lot; construction or alteration of structures, roads, utilities, and other facilities; grading; deposit of refuse, debris, or fill materials; and clearing of natural vegetative cover (with the exception of agricultural activities). Routine repair and maintenance activities are not considered development.

Development Fees. Direct charges or dedications collected on a one-time basis for a service provided or as a condition of approval being granted by the local government. The purpose of the fee or exaction must directly relate to the need created by the development. In addition, its amount must be proportional to the cost of the service or improvement. Fees can be broken down into two major classes: (1) service charges, such as permit fees covering the cost of processing development plans, connection, or standby fees for installing utilities, or application fees for reviewing and considering development proposals; and (2) “impact” fees levied on new development to cover the cost of infrastructure or facilities necessitated by development. (See “Impact Fee”)

Disability, persons with. A physical impairment or mental disorder, which is expected to be of a long, continued, or indefinite duration and is of such a nature that the person’s ability to live independently could be hindered unless improved by more suitable housing conditions.

Duplex. A free-standing house divided into two separate living units or residences, usually having separate entrances; or two single-family detached dwelling units on a single lot.

Dwelling Unit. The place of customary abode of a person or household, which is either considered to be real property under State law or cannot be easily moved.

Ecosystem. An interacting system formed by a biotic community and its physical environment.

Electric Vehicle. A zero-emission vehicle that uses electricity stored in a battery to power one or more electric motors and can be plugged in at home, work, fleet, or public charging stations.

Environmental Impact Report. A study required pursuant to the California Environmental Quality Act that assesses all the environmental characteristics of an area, determines what effects or impacts will result if the area is altered or disturbed by a proposed action, and identifies alternatives or other measures to avoid or reduce those impacts. (see “California Environmental Quality Act”)

Equity. The state in which each individual or group is allocated or has access to the resources needed to reach an equal or fair outcome.

Equity Priority Community. A low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation. This is the term the City of San Mateo uses in place of “disadvantaged communities,” as named in Senate Bill (SB) 1000. SB 1000 defines disadvantaged communities per Health and Safety Code Section 39711, specifying CalEnviroScreen as the primary screening method for identifying these communities.

Erosion. The process by which soil and rock are detached and moved by running water, wind, ice, and gravity.

Evacuation Route. A roadway designated in the General Plan as a potential recommended route to travel when evacuating from a hazardous condition.

Evacuation-Constrained Parcels. Parcels located on a single-access road that do not have at least two ingress/egress routes.

Exposure. The presence of people, infrastructure, natural systems, and economic, cultural, and social resources in areas that are subject to harm.

Farmers' Market. A mobile or non-mobile market: (1) operated by a local government agency, one or more certified producers, or a nonprofit organization; (2) certified by and operating in a location approved by the County Agricultural Commissioner; and (3) where farmers sell directly to consumers agricultural products or processed products made from agricultural products that the farmers grow themselves.

Fault. A fracture in the earth's crust that forms a boundary between rock masses that have shifted.

Fire Hazard Severity Zone. An area of significant fire hazard based on fuels, terrain, weather, and other relevant hazards.

Flood, 100-Year. In any given year, a flood that has a 1 percent likelihood (a 1 in 100 chance) of occurring, and is recognized as a standard for acceptable risk.

Flood, 500-Year. In any given year, a flood that has a 0.2 percent likelihood (a 1 in 500 chance) of occurring.

Floodplain. The relatively level land area on either side of the banks of a stream regularly subject to flooding.

Floor Area Ratio. The size of a building in square feet (gross floor area) divided by gross land area, expressed as a decimal number. For example, a 60,000-square-foot building on a 120,000-square-foot parcel would have a floor area ratio of 0.50. The FAR is used in calculating the building intensity of development.

Garden, Community. A shared, semi-public space where people in the surrounding neighborhood share the work and harvest of maintaining a plot of fruits, vegetables, or other plants. Community gardens provide residents with an opportunity to grow fresh produce, flowers, or other plants on land that they do not own. Community gardens can also serve an educational function, especially when operated by community organizations or educational institutions..

Gateway. A unique transition point in topography, architecture, or land use that serves as an entrance to the city or specific neighborhoods within the city.

General Plan. A collection of City policies regarding its long-term development, in the form of maps and accompanying text. The General Plan is a legal document required of each local agency by the State of California Government Code Section 65301 and adopted by the City Council.

Geographic Information Systems. A combination of approaches, programs, methodologies, and technologies to map, gather, store, manipulate, analyze, present, and interpret spatial information and data.

Goal. A description of the general desired result sought by the City. Each goal has one or more policies and/or actions associated with the goal. (see "Policy" and "Action")

Greenhouse Gas. A gas that allows sunlight to pass through but reflect heat radiated from the earth's surface, trapping heat in the lower atmosphere. Common greenhouse gases (GHGs) include water vapor, carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). They may be emitted by natural or human processes.

Groundwater. Water that exists beneath the earth’s surface, typically found between saturated soils and rock, and is used to supply wells and springs.

Habitat. The physical location or type of environment in which an organism or biological population lives or occurs.

Hazard. An event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural losses, damage to the environment, interruption of business, or other types of harm or loss.

Hazard Mitigation. Sustained action taken to reduce or eliminate the long-term risk to human life and property through actions that reduce hazard, exposure, and vulnerability.

Hazardous Material, Hazardous Waste. A substance or waste that, because of its physical, chemical, or other characteristics, may pose a risk of endangering human health or safety or of degrading the environment. This does not include household hazardous waste, universal waste, or electronic waste, as they do not contain the quantity, concentration, and/or types of products significant enough to pose a substantial risk to human health and safety or to the environment.

Historic Resource. A historic resource is a building, structure, site, or district that has one or more of the following characteristics:

- Listed in or determined to be on or individually eligible for listing in the National Register of Historic Places and/or California Register of Historical Resources.
- Identified as a Downtown Historic District or Glazenwood Historic District contributor building as designated in the 1989 Historic Building Survey Report.
- Determined to be eligible through documentation contained in a historic resources report.

Horizon Year. The year through which the General Plan is intended to be effective, or 2040.

Household. All persons occupying one dwelling unit.

Human Scale. Buildings, structures, streetscape, and other urban design elements that are of a size and proportion that relates to the size of a human to create a comfortable and inviting experience.

Impact, Climate. The effects (especially the negative effects) of a hazard or other condition associated with climate change.

Impact Fee. A fee imposed on a proposed development project by a jurisdiction to address impacts to city services or infrastructure, based on the number of units, square footage, or acreage. The fee is often used to offset costs of schools, roads, police and fire services, housing, and parks. (See “Development Fee”)

Implementation. Actions, procedures, programs, or techniques that carry out a plan.

Infill Development. Development that occurs on vacant or underutilized land within areas that are already largely developed.

In-Lieu Fee. A fee that may be required of an owner or developer as a substitute for a dedication of land or an asset for public use, such as public art, replacement of trees, or parking spaces, usually calculated in dollars per lot, and referred to as in-lieu fees or in-lieu contributions. (see “Dedication”)

King Tides. Abnormally high, predictable astronomical tides that occur about twice per year, with the highest tides occurring when the Earth, Moon, and Sun are aligned.

Land Use. The occupation or use of an area of land for any human activity or purpose.

Land Use Designation. One particular land use category, from a range of land use classifications, assigned to a parcel as established by the General Plan Land Use Element.

Landslide. Movement of soil and/or rock down a slope, which typically occurs during an earthquake or following heavy rainfall.

Liquefaction. The transformation of loose, wet soil from a solid to a liquid state, often as a result of ground shaking during an earthquake.

Local Agency Formation Commission. A five- or seven-member commission within each county that reviews and evaluates all proposals for formation of special districts, incorporation of cities, annexation to special districts or cities, consolidation of districts, and merger of districts with cities. Each county's LAFCO is empowered to approve, disapprove, or conditionally approve such proposals.

Maximum Development. Development of land to its full potential, or theoretical capacity, as permitted under current or proposed planning or zoning designations.

Micro Agriculture. The practice of growing and processing fresh food in an urban area.

Micromobility. Transportation via small, lightweight vehicles, typically electric assisted, operated by the driver, such as electric scooters and bicycles. Vehicles typically do not exceed 15 miles per hour and are often available for rent for short-range travel within a defined area.

Mitigation. A protective measure or modification of a project to avoid, reduce, minimize, or eliminate a negative impact. There are various types of mitigation, including environmental impact mitigation, hazard mitigation, greenhouse gas emissions mitigation, and more.

Mixed-Use. Any mix of land uses, including mixing residences with commercial, offices with retail, or visitor accommodation with offices and retail. As distinguished from a single-use land use designation or zone, mixed use refers to an authorized variety of uses for buildings and structures in a particular area. When the mix of uses is within one building, its called vertical mixed-use. A type of mixed-use development where uses are behind or next to each other but in different buildings on the same development site is called horizontal mixed use.

Multimodal Level of Service. A scale that measures the performance of vehicle, bicycle, pedestrian, and transit facilities.

Municipality. An incorporated city or town.

Neighborhood. Relatively large residential areas that have some common characteristics, such as a common history, neighborhood association, or common physical characteristics (e.g., architectural style), a common meeting place, intangible characteristics (e.g., a psychological sense of cohesion), or clear physical boundaries (e.g., waterways or major roads).

Noise Contour. A line connecting points of equal noise level as measured on the same scale.

Noise-Sensitive Use. A location where people reside or where the presence of unwanted sound could adversely affect the use of land, such as residences, schools, and hospitals.

Non-Conforming Use. A use that was legally allowed when brought into existence, but no longer permitted by current regulation. “Non-conforming use” is a generic term and includes: (1) non-conforming structures (because their size, type of construction, location on land, or proximity to other structures is no longer permitted); (2) non-conforming use of a conforming building; (3) non-conforming use of a non-conforming building; and (4) non-conforming use of land. Any use lawfully existing on any piece of property that is inconsistent with a new or amended General Plan, and that in turn is a violation of a Zoning Ordinance amendment subsequently adopted in conformance with the General Plan, will be a non-conforming use. Typically, non-conforming uses are considered “grandfathered in” and permitted to continue, subject to certain restrictions on discontinuance or rehabilitation.

Nonessential Idling. Unnecessary operation of a gas-powered vehicle while it is stationary when none of the following circumstances are met: the vehicle is stuck in traffic; idling is necessary to inspect or service the vehicle; the vehicle is transferring power via a power-takeoff device; the vehicle can’t move due to adverse weather conditions or mechanical failure; the vehicle is a bus with passengers on board. See California Code of Regulations, Title 13, Section 2485, for a full definition.

Overlay. A land use or zoning designation that modifies the basic underlying designation or designations in some specific manner.

Parcel. An area of land that is a legally created lot.

Park. Tract of land set aside for public use, aesthetic enjoyment, recreation, or the conservation of natural resources.

Regional Park: Regional Parks are of a relatively expansive size and their unique natural and cultural attractions draw visitors from the entire region. These parks usually have many uses and require a higher level of management when compared to smaller parks such as city parks, neighborhood parks, recreation centers, and pocket parks, which have fewer activities and primarily serve local residents.

Community Park: Community parks serve the needs of a range of people, from several neighborhoods to the entire city. They typically contain a wide variety of facilities for active and passive recreation, and organized sports. They also provide amenities typical of neighborhood parks for use by the surrounding residents. Parks containing fewer elements but that contain facilities that serve the entire city may be considered to be community parks.

Neighborhood Park: Neighborhood Parks provide for the daily recreation needs of nearby residents, with primarily passive and informal recreation facilities. Neighborhood parks often include play areas, picnic areas, open turf areas or green space, basketball courts, and tennis courts. The neighborhood parks also may contain play fields.

Mini Parks: Mini parks are small parks, generally less than one acre in size, that accommodate the daily recreation needs of nearby residents. They typically include children’s play areas, sitting areas, and limited green space, but are not large enough to contain play fields.

Policy. A specific statement that guides decision making as the City works to achieve a goal. Policies represent statements of City regulation and set the standards used by decision makers when considering proposed development and actions. A policy is ongoing and requires no further action (see “Goal”).

Reach Code. A local municipal code that exceeds the State Building Code requirements. A reach code must be at least as stringent as the State Code, cost-effective, approved by the California Energy Commission, and updated and re-approved with each State Energy Code update.

Reconstruction. Redevelopment of a building or structure, after being damaged or destroyed in a disaster, to its original state.

Resilience. The capacity of any entity—an individual, community, organization, or natural system—to prepare for disruptions, recover from shocks and stresses, and adapt and grow from a disruptive experience. Community resilience is the ability of communities to withstand, recover, and learn from past disasters to strengthen future response and recovery efforts.

Rewilding. Returning land to its natural state to regenerate natural areas. In contrast to restoration, rewilding focuses on returning ecosystems to their former states as close as possible while allowing for plant, animal, and other ecosystem substitutions to account for changing future conditions.

Riparian. A habitat and vegetation zone that is associated with the banks and floodplains of a river, stream, or lake. Riparian trees and shrubs are typically phreatophytes, plants whose root systems are in constant contact with groundwater.

Risk. The potential for damage or loss created by the interaction of hazards with assets such as buildings, infrastructure, or natural and cultural resources.

Roadway Classifications. Roadway classifications define the function of various street types in the transportation network. The City of San Mateo classifies its roadways using the Caltrans Functional Classification System.

Local Streets and Alleyways: Local streets and alleyways make up the majority of the roadway system and typically have lower speeds and vehicular traffic volumes.

Collectors: Collectors link neighborhoods together and allow travelers to reach places outside of their neighborhoods. They have higher speeds than local streets and can handle more traffic volume. Collectors are important segments of San Mateo’s existing and proposed bikeway network.

Arterials: Arterial streets connect the regional roadway network with collectors. Most intersections along arterials are signalized, often with a coordinated and interconnected signal system. Compared to collectors, arterials have higher capacity to accommodate traffic volumes, and they provide for longer, continuous movement throughout the city.

Freeways: Freeways are high-speed roadways without intersections that allow residents to reach destinations outside of the city, either by car or transit. US Highway 101 and State Route 92 run through the city, while Interstate 280 is just west of the City Limits.

Safe Routes to School. Pedestrian and bicycling routes that provide children with safe access to and from schools.

Scenic Roadways; Scenic Trails. Land that is visible from, adjacent to, and outside a roadway right-of-way, and is made up primarily of scenic and natural features. Topography, vegetation, viewing distance, and/or jurisdictional lines determine the scenic corridor boundaries.

Sea Level Rise. The worldwide average rise in mean sea level, which may be due to a number of different causes, such as the thermal expansion of sea water and the addition of water to the oceans from the melting of glaciers, ice caps, and ice sheets, including as a result of climate change.

Seniors. People 65 years of age or older.

Sensitive Habitat. Land containing unique, representative, threatened, and/or endangered plant and animal communities, or ecosystems.

Sensitive Receptor. A use that is highly sensitive to impacts from other uses, including homes, schools, playgrounds, sports fields, childcare centers, senior centers, hospitals, and long-term healthcare facilities.

Sensitivity. The level to which a species, natural system, community, or government would be affected by changing climate conditions.

Severe Ground Shaking. Intense ground movement resulting from the transmission of seismic waves during an earthquake.

Specific Plan. Under Article 8 of the Government Code (Section 65450 et seq.), a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A Specific Plan may include all or a part of detailed regulations, conditions, programs, and/or proposed legislation that may be necessary or convenient for the systematic implementation of any General Plan element(s).

Sphere of Influence. The probable physical boundaries and service area of a municipality or special district, as determined by the Local Agency Formation Commission of the county.

Stormwater. Water that comes from a rain event.

Structure. Anything constructed or erected on and permanently attached to the ground, except fences six feet or less in height (see “Building”).

Sustainability. Meeting the needs of the present without compromising the ability of future generations to meet their own needs in three key realms, or pillars: economic viability, environmental protection, and social equity.

Toxic Air Contaminant. An air pollutant that may cause or contribute to an increase in serious illness, or that may pose a present or potential hazard to human health, according to California Health and Safety Code Section 39655.

Traffic Calming. Measures designed to reduce motor vehicle speeds and to encourage pedestrian and bicycle use, including narrow streets with fewer lanes, tight turning radii, sidewalk bulbouts, parking bays, textured paving at intersections, and parkways between sidewalks and streets.

Transit-Oriented Development. The clustering of homes and jobs at higher densities within a half mile of a rail station or bus service with 15 minute headways or less.

Triplex. A free-standing house divided into three separate living units or residences, usually having separate entrances, or three single-family detached dwelling units on a single lot.

Unincorporated Area. Land that is outside of an incorporated city and falls under a County’s jurisdiction. Development proposals in unincorporated areas need County review and approval.

Use. The purpose for which a lot or structure is or may be leased, occupied, maintained, arranged, designed, intended, constructed, erected, moved, altered, and/or enlarged in accordance with the City Zoning Code and the General Plan land use designations.

Wastewater. Water that contains other elements, such as sewage, small pathogens, organic matter, and inorganic contaminants. This term is also used to refer to water generated in industrial plants and commercial activity.

Wetland. An area that is seasonally or permanently inundated or saturated by surface water or ground-water at a frequency and duration sufficient to support a distinct ecosystem with a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation. Wetlands may be coastal or inland.

Wildland-Urban Interface. An area that includes both houses and wildland vegetation, creating a significant threat to human life or property from wildfires.

Zoning. Zoning implements the land use policies of the General Plan. The adopted codes of a City by ordinance or other legislative regulation that identifies districts or zones citywide. These zones specify allowable uses for real property, as well as standards for buildings constructed in these areas.





[StriveSanMateo.org](https://www.StriveSanMateo.org)



MEMORANDUM

DATE September 1, 2023
TO San Mateo Planning Commission
FROM Joanna Jansen and Carey Stone, PlaceWorks
SUBJECT Summary of General Plan Subcommittee Input on Draft General Plan 2040

This memorandum summarizes the General Plan Subcommittee (GPS) input on Draft General Plan 2040 received at the August 29, 2023 GPS meeting. The summary of GPS input focuses on comments that requested changes to the Draft General Plan and other requested actions by the GPS. In addition, when the GPS requested additions related to specific goals, policies, or actions, the policy language has been pasted below for the reader's reference.

GENERAL COMMENTS

- Some GPS members requested the addition of an executive summary at the start of each element to explain what changes could result upon implementation and how it could affect community members in their day-to-day activities. One GPS member suggested that the Big Ideas fulfilled this function.
- Several GPS members supported the placemaking concepts in the Draft General Plan and expressed interest in actions that will help define and enhance what makes San Mateo charming and unique from other Peninsula communities. This includes adding further text, policies, and actions that support cultural events and entertainment resources.
- Add policy direction throughout the General Plan to support local businesses, including business retention, and highlight the positive impacts local businesses have on the city.
- Continue to coordinate with OneShoreline when planning for flooding improvements and sea level rise adaptation.
- Examine City fees for mixed-use and residential development projects and ensure that these fees are not an obstacle to housing production.
- Evaluate the parameters for mixed-use development to ensure commercial development is balanced with housing development.
- GPS members expressed support for initial staff recommendations to:
 - Modify Study Area 3 boundary in the 25th Avenue area to remove the church parking lot site.
 - Add policy guidance on seniors/aging, including a focused section in Public Services and Facilities Element.
 - Reflect applicable plans on flooding/stormwater infrastructure to align with community priorities.

LAND USE ELEMENT

- Look at the allowed density ranges for Residential Low I and Residential Low II land use designations and confirm whether the allowed uses of triplexes, fourplexes, condominiums, and apartments can feasibly be accommodated under these designations. If not, consider whether these uses should be removed from the designation descriptions.
- Some GPS members requested that housing not be allowed within 500 feet of high-volume roadways while maintaining the overall residential capacity of the Draft General Plan Land Use Map. Other GPS members feel more comfortable with housing near high volume thoroughfares given building technology and buffers that can reduce exposure to particulate matter and a vehicle fleet that is transitioning to electric.
- Revisit the Draft General Plan Land Use Map to ensure that a single block does not have more than one land use designation.
- Clarify **Policy LU 1.9 Voter Approved Growth Limits** so that it is clearer that Measure Y stays in effect after adoption of the General Plan until voters determine whether or not to modify the height and density requirements.
- Support for new **Action LU 1.10** to annually monitor housing and job growth.
- Communicate more transparently that only the ten Study Areas would be exempt from Measure Y upon voter approval and that other areas of the city would still be regulated by Measure Y requirements.
- Update **Action LU 8.4 City Investment** as follows: “Use funds collected by the park impact fee and other additional resources to invest in programs and public improvements that connect residents with opportunities to increase their physical activity and improve their physical and mental health, especially in equity priority communities with higher risk of negative public health outcomes. Identify new funding sources for programs and public improvements, if needed.”
- Add actions to support **Policy LU 8.5 Community Preservation** and **Policy LU 8.6 Safe and Sanitary Homes**.
 - **Policy LU 8.5 Community Preservation.** Prevent displacement in equity priority communities by protecting tenants, helping homeowners remain in place, and funding affordable housing.
 - **Policy LU 8.6 Safe and Sanitary Homes.** Encourage homes and neighborhoods that are free of environmental health hazards.
- Add policy direction to support accessory commercial units in residential areas at a scale that would not be disruptive to the surrounding neighborhoods.
- Provide incentives for low-income homeowners to maintain their properties.
- Add more specific policies or actions about future land acquisition by the City.

CIRCULATION ELEMENT

- Consider being more explicit about reducing vehicle miles traveled in **Policy C 1. Sustainable Transportation**: “Reduce vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions from transportation by increasing mode share options for sustainable travel modes, such as walking, bicycling, and public transit.
- Ensure that the City coordinates with transit providers to maintain transit service in San Mateo and plans for first/last mile connections to transit.
- Consider revising **Action C 1.11 Complete Streets Plan** to reference the travel modes included in Goal C-1 (i.e. walking, bicycling, and transit): “Complete and implement the Complete Streets Plan to improve the City's circulation network, including pedestrian, bicycling, and transit infrastructure, to accommodate the needs of street users of all ages and abilities.
- Add a goal that would identify a timeframe the City plans to implement all planned infrastructure projects and the number of City staff that would be required to meet that goal.
- Consider adding an action that would support improving leading pedestrian intervals, automatic actuation of pedestrian signals, and identifying a policy about limiting right turns on red to improve pedestrian and bicycle safety.
- Confirm that Policy C4.4 and C 4.5 are not the same thing. *Note from General Plan team: Policy C 4.4 focuses on bicycle safety technology and Policy C 4.5 focuses on shared mobility technology.*
 - **Policy C 4.4 Bicycle-Related Technology**. Explore ways to use technology to improve bicycle safety and connectivity.
 - **Policy C 4.5 Bicycle and Shared Mobility-Related Technology**. Explore ways to use technology to improve bicycle and shared mobility safety and connectivity.
- Clarify **Policy C 6.7 Capital Improvement Program** that it does not apply to adding new traffic lanes:
 - **Policy C 6.7 Capital Improvement Program**. Prioritize improvements that increase person throughput, but do not add new traffic lanes, in project prioritization to reduce VMT.
- Consider adding a policy that would allow density bonuses if additional parking is provided in areas where there are parking capacity issues such as portions of North Central.

COMMUNITY DESIGN AND HISTORIC PRESERVATION ELEMENT

- Revise **Policy CD 1.3 Scenic Corridors** as follows:
 - **Policy CD 1.3 Scenic Corridors**. Require new development adjacent to designated scenic corridors within San Mateo County’s General Plan to protect and enhance the visual character of these corridors to the extent feasible.

- Update **Policy CD 5.4 Public Awareness** to ensure that property owners are aware if their property is being considered for designation as a historic resource or district.
 - **Policy CD 5.4 Public Awareness.** Foster public awareness and appreciation of the City's historic resources and educate the community about how to preserve and improve these resources. Increase public appreciation by supporting groups and organizations that provide neighborhood workshops, public presentations, interpretive signage, and walking tours.
- Update **Action CD 3.11 Tree Support for Low-Income Homeowners** to ensure there are funding sources for low-income homeowners to pay for the replacement of trees:
 - **Action CD 3.11 Tree Support for Low-Income Homeowners.** Explore funding sources and other forms of City support for low-income homeowners to plant and/or replace trees on their property.
- Ensure the City understands all the implications of defining a historic resource as being eligible for listing on National and California registers.
 - **Policy CD 5.3 Historic Resources Definition.** Define historic resources as buildings, structures, sites, and districts that are listed in or determined to be eligible for listing in the National Register of Historic Places and/or California Register of Historical Resources, designated resources in the 1989 Historic Building Survey Report, and resources found to be eligible through documentation in a historic resources report.
- Remove **Policy CD 8.3 Respect Existing Scale and Rhythm** because it is too prescriptive and would fit better in the objective design standards:
 - **Policy CD 8.3 Respect Existing Scale and Rhythm.** Encourage new mixed-use and commercial development to respect the scale and rhythm of surrounding buildings, including by providing breaks in the building face at spacings common to buildings in the area and by stepping back upper floors.

CONSERVATION, OPEN SPACE, PARKS AND RECREATION ELEMENT

- Add policies and/or actions to support the expansion of cultural and entertainment resources in San Mateo.
 - **Goal COS-9** Provide stable and adequate operational and capital funding for the parks and recreation system.

PUBLIC SERVICES AND FACILITIES ELEMENT

- Add background text and policy direction for seniors and aging, building on the Age-Friendly Action Plan.
- Add a policy to encourage local businesses to attain the Age Friendly Business certification.
- Add more policies to support the use of recycled water.
- Add policy direction to increase public restrooms in San Mateo, especially in parks.

- Strengthen policies and actions about microgrids further.
- Expand **PSF 4.11 Public Wi-Fi** so that it applies to other public buildings
 - **PSF 4.11 Public Wi-Fi.** Provide high-speed internet access to the public at all City facilities and parks and school facilities.

SAFETY ELEMENT

- Update Policies SAF 1.14 and SAF 1.15 and Action SAF 1.19 to refer to the County Events Center which is a designated emergency center and will be an important resource in the event of an emergency:
 - **Policy SAF 1.14 Multijurisdictional Cooperation.** Continue the development of local preparedness plans and multijurisdictional cooperation and communication for emergency situations.
 - **Policy SAF 1.15 Emergency Preparedness.** Coordinate with San Mateo County, neighboring cities, and nongovernmental partners to effectively prepare for and respond to hazards and natural disasters.
 - **Action SAF 1.19 Public Safety Outreach.** Develop a public safety education program to increase public awareness of potential hazards, City's emergency readiness and response program, and evacuation routes. Target public education programs to segments of the community that are most vulnerable to hazards and safety risks.

NOISE ELEMENT

- The GPS did not have any comments on the Noise Element.

ATTACHMENT 4 – CIRCULATION ELEMENT – RECOMMENDED REVISIONS

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
1	Introduction	Various Public Comments	Add language to identify safety as a priority in the Circulation Element.	Add text to clarify that safety is a cornerstone of all recommendations in the Circulation Element, and that improving safety is necessary to achieve the goals identified in the Element.
2	Figure C-1	SamTrans	Update “BRT” text to read “transit priority”.	Figure will be updated per SamTrans’ recommendation.
3	Policy C 1.1 Sustainable Transportation	General Plan Subcommittee	Consider being more explicit about reducing vehicle miles traveled in Policy C 1.1 Sustainable Transportation.	Policy C 1.1 Sustainable Transportation. Reduce <u>vehicle miles traveled (VMT)</u> and greenhouse gas (GHG) emissions from transportation by increasing mode share options for sustainable travel modes, such as walking, bicycling, and public transit.
4	Action C 1.11 Complete Streets Plan	General Plan Subcommittee	Consider revising Action C 1.11 Complete Streets Plan to reference the travel modes included in Goal C-1 (i.e. walking, bicycling, and transit)	Action C 1.11 Complete Streets Plan. Complete and implement the Complete Streets Plan to improve the City’s circulation network, <u>including pedestrian, bicycling, and transit infrastructure</u> , to accommodate the needs of street users of all ages and abilities.
5	Action C 1.13 El Camino Real Improvements	SamTrans	Text clarification	Action C 1.13 El Camino Real Improvements. Collaborate with Caltrans, SamTrans, and other partners to support accommodating higher-capacity and <u>higher</u> -frequency travel along El Camino Real, Bus Rapid Transit, and other modes of alternative transportation.
6	Action C 1.15 Safe Routes for Seniors	Public Comment	Add more focus on senior issues and support for implementation of the Age Friendly Action Plan.	Action C 1.15 Safe Routes for Seniors. Develop a “safe routes for seniors” program to promote active transportation connections for seniors in collaboration with seniors’ organizations <u>and based on the likely walking routes for older adults identified in the Age Friendly Action Plan</u> . Prioritize improvements for seniors in equity priority communities.
7	Action C 1.18 Safety Education	Online Tool	Clarify this action to define the meaning of “awareness.” What “awareness” needs to be increased? Awareness of pedestrians, for drivers?	Action C 1.18 Safety Education. Pursue <u>Provide</u> safety education to increase awareness <u>of roadway safety practices</u> for all street users.
8	Action C 1.21 Performance and Monitoring.	Online Tool	Commit to making this a measurable target. Review semi-annually? Annually?	Action C 1.21 Performance and Monitoring. Monitor the City’s mode split progress on reducing VMT and reducing GHG emissions from VMT, as data is available, <u>on a regular basis</u> .

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
9	Action C 2.7 New Development Shuttle Services	SamTrans	Should also encourage such programs to seek funding from SMCTA shuttle program	Action C 2.7 New Development Shuttle Services. Encourage new developments to provide shuttle services <u>and shuttle partnerships</u> as an option to fulfill TDM requirements. Shuttles should serve activity centers, such as the College of San Mateo, Caltrain stations, downtown, the Hillsdale Shopping Center, or other areas and should accommodate the needs and schedules of all riders, including service workers.
10	Action C 2.8 Unbundled Parking	City Staff Recommended Change	Update action to reflect its relationship to supporting the City's TDM objectives.	Action C 2.8 Unbundled Parking. <u>In conjunction with other TDM strategies that aim to reduce vehicle trips,</u> encourage residential developments to unbundle the costs of providing dedicated parking spaces. Encourage additional parking capacity created by unbundling to be reallocated as shared or public parking spaces.
11	Policy C 4.4 Bicycle-Related Technology Policy C 4.5 Bicycle and Shared Mobility-Related Technology	City Staff Recommended Change	Combine policies to eliminate redundancies.	Policy C 4.4 Bicycle-Related Technology. Explore ways to use technology to improve bicycle safety and connectivity. Policy C 4.5 Bicycle and Shared Mobility-Related Technology. Explore ways to use technology to improve bicycle and shared mobility safety and connectivity.
12	Policy C 4.6 Bicycle Improvements	Online Tool	Need to address safe and secure bicycle parking and helmet storage.	Policy C 4.6 Bicycle Improvements. Require new developments to construct or contribute to improvements that enhance the cyclist experience, including bicycle lanes <u>and bicycle parking</u> .
13	Transit Services Section	SamTrans	Update text at the end of the fourth paragraph to indicate that SamTrans is working on several other efforts that will benefit the ECR corridor.	SamTrans' long-range service plan, called ReImagine SamTrans, plans for operational improvements such as increased bus frequency and new routes and connections, including enhanced transit access on the El Camino Real corridor. SamTrans is also undertaking <u>several other transit plans that will provide improved access and frequency along the El Camino Real corridor.</u>
14	Policy C 5.1 Transit Ridership	Online Tool	Modify this policy to also support increased transit frequency.	Policy C 5.1 Transit Ridership and Frequency. Support SamTrans and Caltrain in their efforts to increase transit ridership <u>and frequency of transit services</u> .
15	Policy C 5.2 Caltrain	Planning Commission	Modify C 5.2 to include both Caltrain and SamTrans and add reference to supporting paratransit systems.	Policy C 5.2 Caltrain and SamTrans. Support Caltrain <u>and SamTrans</u> as a critical transit service <u>providers</u> in the city and Peninsula. (New) Policy C 5.9 Paratransit. Support San Mateo County's efforts to <u>provide paratransit services in the city.</u>

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
16	Action C 5.10 Transit Experience Improvements	SamTrans	Incorporate bus stop improvement plan into text.	Action C 5.10 Transit Experience Improvements. Prioritize installing new transit shelters and benches or other seating and an energy-efficient street lighting program at transit stops <u>using SamTrans standards</u> in equity priority communities and areas that improve transit access, safety, and experience.
17	New Action	SamTrans	Include a "safe routes to transit" action which would ensure that adequate pedestrian safety features near transit, specifically bus stops. This includes not only adequate sidewalks but also crosswalks with Rectangular Rapid-Flashing Beacons (RRFBs), etc.	(New) Action 5.12 Safe Routes to Transit. Prioritize bicycle and <u>pedestrian improvement projects that provide safe and equitable access to transit stops.</u>
18	Policy C 6.7 Capital Improvement Program	General Plan Subcommittee	Clarify that Policy C 6.7 Capital Improvement Program does not apply to adding new traffic lanes.	Policy C 6.7 Capital Improvement Program. Prioritize improvements that increase person throughput, such as increased pedestrian, bicycle, and transit access, that work toward achieving the City's goal of reducing VMT.
19	Roadway Network Improvements Section.	Various Public Comments	Add text to clarify purpose of roadway classifications and Figure C-3. Include text regarding the City's desire to align these classifications with functions identified in the City's forthcoming Complete Streets Plan.	Add text to clarify that functional roadway classifications must align with Caltrans and Federal Highway Administration, and that the City desires to align these classifications in the future with findings from the Complete Streets Plan.
20	Figure C-3 Street Classification	Public Comment	Concerns about roadway classifications and streets being designated as arterials, and retaining local discretion over classification changes.	Figure C-3 Street Classification Map <ul style="list-style-type: none"> • Revise to identify all roadway classifications, including the Minor Arterial designations. • Revise title: "Existing Caltrans Roadway Classification Map" (New) Action C 6-12 Street Classification Update. Request that <u>Caltrans and FHWA update their functional roadway classifications based on the roadway network framework that will be defined by the Complete Streets Plan.</u>
21	New Policy	Online Tool	Add bicycle lane street sweeping, pothole and curb/roadway smoothing, repair, and maintenance. Many times bike lanes are the most littered and treacherous part of the road.	(New) Policy C 4.9 Bicycle Lane Maintenance. Maintain <u>existing and future bicycle lanes to keep them in a usable and safe condition for cyclists.</u>
22	New Policy	General Plan Subcommittee and Planning Commission	Consider adding an action that would allow density bonuses/incentives in exchange for providing additional onsite parking in areas where there are on-street parking capacity issues, such as areas of North Central.	(New) Action C 7.14 Off-Street Parking Incentives. Explore a <u>new policy or code amendment that would provide incentives to projects in exchange for providing additional off-street parking in neighborhoods that have on-street parking capacity issues, such as areas in North Central.</u>

ATTACHMENT 5 – PUBLIC SERVICES AND FACILITIES ELEMENT - RECOMMENDED REVISIONS

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
1	Environmental Justice Theme	Planning Commission	Remove “continue to” from the first bullet point.	Provides for the equitable distribution of public services and facilities throughout the city so that everyone, including vulnerable residents such as children, low-income households, and seniors, can continue to thrive in San Mateo.
2	Figure PSF-3 School Sites and Elementary School Districts Figure PSF-4 School Sites and High School Districts	Public Comment	Page 167 map of schools is missing Nueva School, a private school on East 28 th Avenue in Bay Meadows.	Update Figures PSF-3 and PSF-4 to show The Nueva School.
3	Flood-Control Infrastructure Section	City Staff	Recommended edits to Flood-Control Infrastructure narrative section.	The City maintains the Laurel Creek Dam, has 130.89 miles of storm drain lines, and 10 pump stations that all discharge to San Francisco Bay. The three tributaries provide a source of freshwater runoff during the winter. <u>The Marina Lagoon pump station is a critical flood-control infrastructure system.</u>
5	Policy PSF 3.7 Water Quality Standards	City Staff	Recommended edits to policy.	Policy PSF 3.7 Water Quality Standards. Manage City creeks, channels, and the Marina Lagoon to meet applicable State and federal water quality standards. <u>Manage creeks and channels for both flood protection and aquatic resources. Protect and restore creeks to a level acceptable for healthy marine and bird habitat.</u>
6	Policy PSF 3.9 Low-Impact Development	City Staff	Recommended edits to policy.	Policy PSF 3.9 <u>Green Infrastructure</u> Low-Impact Development. Minimize stormwater runoff and pollution by <u>requiring new green infrastructure to treat and improve stormwater quality as part of public and private projects. encouraging low-impact design (LID) features, such as pervious parking surfaces, bioswales, and filter strips in new development.</u>
7	New Policy	City Staff	Recommended new policy.	(New) Policy PSF 3.13 Marina Lagoon. Continue to maintain the Marina Lagoon as flood control infrastructure that accounts for <u>climate change risks and major flood events.</u>
8	New Policy	City Staff	Recommended new policy	(New) Policy PSF 3.14 City Utility Programs Funding. Maintain <u>adequate, sustained, and dedicated revenue sources for city utility programs to support the sanitary sewer system, stormwater system, and refuse collection.</u>

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
9	Action PSF 3.14 Stormwater Treatment	City Staff	Recommended edits to action.	Action PSF 3.15 3.14 Stormwater Treatment. Continue to participate in the San Mateo Countywide Stormwater Pollution Prevention Program, “Flows to Bay”, to ensure compliance with the <u>Municipal Regional Stormwater Permit</u> National Pollutant Discharge Elimination System (NPDES) permit to prevent water pollution from point and non-point sources.
10	Action PSF 3.17 Stormwater Requirements for Development	City Staff	Recommended edits to action.	Action PSF 3.16 3.17 Stormwater Requirements for Development. In accordance with State regulatory mandates, require applicable new and redevelopment projects to incorporate site design, source control, treatment, and hydromodification management measures to minimize stormwater runoff volumes and associated pollutants. Stormwater management via green infrastructure systems shall be prioritized.
11	Action PSF 3.15 Green Infrastructure	City Staff	Recommended edits to action.	Action PSF 3.17 3.15 Green Infrastructure Plan. Implement the City’s Green Infrastructure Plan <u>through complete streets implementations or private development projects</u> to gradually shift from a traditional stormwater conveyance system (“gray”) to a more natural system that incorporates plants and soils to mimic watershed processes, capture and clean stormwater, reduce runoff, increase infiltration, and create healthier environments (“green”).
12	Action PSF 3.18 Incentives for Low-Impact Development	City Staff	Recommend deleting as the Municipal Regional Stormwater Permit 3.0 now requires this for all projects.	Action PSF 3.18 Incentives for Low-Impact Development. Develop and implement incentives to encourage applicants to include low impact design features in new development.
13	New Action	City Staff	Recommended new action.	(New) Action PSF 3.18 Stormwater Management Funding. <u>Establish dedicated funding source for stormwater management.</u>
14	Policy PSF 4.6 Renewable Energy Neighborhood Microgrids.	Planning Commission	Prioritize locating microgrids in equity priority communities.	Policy PSF 4.6 Renewable Energy Neighborhood Microgrids. Encourage the establishment of renewable energy neighborhood microgrids to support resilience, <u>especially within Equity Priority Communities.</u>
15	New Policy	Public Comment	Add a policy that focuses on the Senior Center facility and programming.	(New) Policy PSF 5.9 San Mateo Senior Center. <u>Maintain and, as feasible, improve the Senior Center as an important facility that serves as an age friendly community space and provides programing, activities and services for older adults.</u>

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
16	New Action	General Plan Subcommittee Planning Commission	Add action to explore the feasibility of installing more restrooms at City parks and public facilities.	(New) Action PSF 5.12 Restroom Facilities. <u>Explore the feasibility of installing additional restrooms at parks and public facilities within San Mateo.</u>
17	New Policy	Build Up San Mateo County	Update child care language in General Plan draft	(New) Policy PSF 6.6 Recreation Centers. <u>Consider offering full-day, licensed child care at City recreation centers, to meet working families' needs, or offering space for other operators to do so.</u>
18	New Policy	Build Up San Mateo County	Update child care language in General Plan draft	(New) Policy PSF 6.8 Child Care Homes Resources. <u>As feasible, support existing and new licensed Family Child Care Homes with available housing-related and small business resources.</u>
19	Action PSF 6.7 Child Care and New Construction	Build Up San Mateo County	Update child care language in General Plan draft	Action PSF 6.7 Child Care and New Construction. Encourage new residential and nonresidential development to include space for child care by taking the following actions: a. Provide incentives for inclusion of space for a child care center, <u>or housing units for licensed family child care providers</u> , in a new development. b. Promote child care to developers as an amenity favored by the City. c. Continue to implement the developer impact fee for funding child care facilities. d. <u>Encourage housing developers to include units with size and functionality requirements to support operation of licensed family child care home providers.</u>
20	New Section	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	<u>New Section focused on seniors and aging that includes a dedicated narrative, goal, policies, and actions will be added to the element.</u>
21	New Goal	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) GOAL PSF-7 <u>Deliver public services and facilities that serve the needs of seniors, are age friendly and allow San Mateo residents to age in place.</u>
22	New Policy	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) Policy PSF 7.1 Universal Design. <u>Encourage Universal Design, a design concept that encourages accessibility for people of all ages, in new residential construction and major remodels.</u>
23	New Policy	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) Policy PSF 7.2 Healthy Aging. <u>Support institutions and initiatives that promote healthy aging, both at home and in care centers.</u>

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
24	New Policy	Public Comment City Staff	Add a policy to support expanded outreach to older adults and their families.	(New) Policy PSF 7.3 Outreach to Seniors. <u>Provide regular and timely communication to seniors and aging adults about the services, programs, and other opportunities available to these groups of people. Use age-appropriate outreach channels to disseminate information.</u>
25	New Action	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) Action PSF 7.4 Age-Friendly City. <u>Support the City's commitment to becoming an Age-Friendly City by continuing to implement the Age Friendly Action Plan.</u>
26	New Action	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) Action PSF 7.5 Comprehensive Senior Services. <u>Study the effectiveness of existing senior services and explore ways to increase and strengthen these services in coordination with senior service providers. Comprehensive services include addressing senior nutrition, mental health and transportation.</u>
27	New Action	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) Action PSF 7.6 Senior Volunteers. <u>Develop a volunteer program to access the skills and experience of seniors.</u>
28	New Action	Public Comment City Staff	Add a section, including a goal, policies and actions, that focuses on and supports seniors and aging.	(New) Action PSF 7.7 Caregiver Support. <u>Offer support for caregivers of seniors and people with disabilities by partnering with private, nonprofit, faith-based and public community service organizations, including the County of San Mateo.</u>

ATTACHMENT 6 – SAFETY ELEMENT – RECOMMENDED REVISIONS

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
1	Introduction	CAL FIRE	Add language and links to refer to the CAL FIRE Unit Fire Plan and Local Community Wildfire Protection Plan.	The Safety Element does not exist in a vacuum but is instead one of several plans that address public health, safety, and related topics, including the Local Hazard Mitigation Plan, the Emergency Operations Plan, <u>the San Mateo - Santa Cruz Strategic Fire Plan, the Santa Cruz and San Mateo Community Wildfire Protection Plan</u> , and the Climate Action Plan.
2	Figure S-1 Potential Evacuation Routes	Public Comment	The figure does not appear to show that 31 st Avenue and 28 th Avenue now connect under the Caltrain tracks because of the recent grade separation project.	Update Figure S-1 to show connection.
3	Figure S-2 Evacuation-Constrained Areas	CAL FIRE	Change “Evacuation Constrained Areas” to “SB-99 Evacuation Constrained Areas”. This will provide a definition for the evacuation constrained areas.	Change title of figure to “SB-99 Evacuation Constrained Areas.”
4	Flood Hazards and Sea Level Rise Section	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Revised section will discuss the connection between flood hazards and sea level rise, and how climate change will have an impact on both. The revised section will also include a discussion about how the adaptation plan would address both flooding and sea level rise. A reference will be added to Public Services and Facilities Element to clarify how these topics tie to infrastructure.
5	Goal S-3	City Staff	Combine flood hazards and sea level rise into one section.	GOAL S-3 Protect the community from unreasonable risk to life and property caused by flood hazards <u>and sea level rise</u> .
6	Action S 3.4 Community Rating System	City Staff	Recommended change to action.	Action S 3.7 3.4 Community Rating System. <u>Explore establishment of a City Undertake efforts that increase the City’s rating under FEMA’s Community Rating System, such as expanding and improving Geographic Information System (GIS) mapping capacity, developing a flood early warning system, and creating a Flood Emergency Action Plan.</u>
7	Action S 3.5 Early Flood Warning	City Staff	Recommended change to action.	Action S 3.8 3.5 Early Flood Warning. <u>Collaborate with OneShoreline to pAs feasible, provide early flood warning for flood-prone areas of the city through collaboration with regional partners such as OneShoreline’s stream monitoring station and notification system.</u>
8	Policy S 4.1 Sea Level Rise Planning	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Policy S 3.2 4.1 Sea Level Rise and Flood Planning. Integrate sea level rise <u>and flood</u> planning into all relevant City processes, including General Plan amendments, Specific Plans, zoning ordinance updates, capital projects, and review and approval of new development and substantial retrofits.

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
9	Policy S 4.2 Sea Level Rise and Groundwater Rise Protection	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Policy S 3.3 4-2 Sea Level Rise, Flooding, and Groundwater Rise Protection. Ensure that new development, substantial retrofits, critical facilities, City-owned buildings, and existing and future flood control infrastructure are planned and designed to accommodate climate change hazards, including increases in flooding, sea level rise, and rising groundwater, based on the best available science.
10	Policy S 4.3 Natural Infrastructure	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Policy S 3.4 4-3 Natural Infrastructure. Consider the use of nature-based solutions and natural infrastructure in sea level rise <u>and flood</u> adaptation strategies.
11	Policy S 4.4 OneShoreline Coordination	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Policy S 3.5 4-4 OneShoreline Coordination. Coordinate with OneShoreline to develop and implement coordinated approaches to sea level rise <u>and flood management</u> with other San Mateo County jurisdictions.
12	New policy	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	(New) Policy S 3-6 Storm Drain and Flood Infrastructure. Manage the City's storm drain infrastructure, levee system, and dams in accordance with state and federal regulations and to protect life <u>and property</u> .
13	Action S 4.5 Climate Change Adaptation Plan	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Action S 3.9 4-5 Climate Change Adaptation Plan. Assess sea level rise <u>and precipitation</u> projections <u>using the best-available climate change science</u> , consistent with OneShoreline recommendations; identify the extent of areas vulnerable to sea level rise <u>and flooding</u> in the city, consider OneShoreline recommendations for levels of <u>protection</u> , and develop a Climate Change Adaptation Plan that sets a comprehensive strategy and includes planning and design standards for climate risk protection. Use this plan to evaluate development applications to ensure projects are protected from sea level rise <u>and flood</u> hazards over the life of the project and to assess public infrastructure needs for adequate protection.
14	Action S 4.6 Sea Level Rise Monitoring	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Action S 3.10 4-6 Sea Level Rise and Flood Hazard Monitoring. Review and use the best-available sea level rise science and projections and regularly identify natural resources, development, infrastructure, and communities that are vulnerable to sea level rise <u>and flood hazard</u> impacts, including impacts from rising groundwater. Use this information to continue to develop or adjust planning and adaptation strategies.

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
15	Action S 4.7 Rising Groundwater Coordination	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Action S <u>3.11</u> 4-7 Rising Groundwater Coordination. Coordinate with OneShoreline, local jurisdictions, and regional and State agencies to study and enforce requirements related to rising groundwater levels caused by sea level rise.
16	Action S 4.8 Natural Infrastructure	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Action S <u>3.12</u> 4-8 Natural Infrastructure. Use or restore natural features and ecosystem processes where feasible and appropriate as a preferred approach to the placement of hard shoreline <u>or creek</u> protection when implementing sea level rise <u>and flood</u> adaptation strategies.
17	Action S 4.9 Sea Level Overlay Zone	City Staff and Planning Commission	Combine flood hazards and sea level rise into one section. Add "City has access to these maps through One Shoreline".	Action S <u>3.13</u> 4-9 Sea Level and/or Flood Overlay Zone. Study the feasibility of establishing a sea level rise <u>and/or flood</u> overlay zone that would allow for the creation of adaptation policies, rules, or construction codes unique to this area, and consistent with OneShoreline guidance, to require properties be made resilient to sea level rise and flood hazards. <u>Use sea level rise maps from OneShoreline to help create the overlay zone.</u>
18	Action S 4.10 Sea Level Rise Funding	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Action S <u>3.14</u> 4-10 Sea Level Rise Funding. Study options for establishing dedicated funding <u>General Fund dollars</u> to support efforts to address sea level rise, including <u>considering support for sufficiently supporting</u> OneShoreline.
19	Action S 4.11 New Development	OneShoreline and City Staff	Combine flood hazards and sea level rise into one section.	Action S <u>3.15</u> 4-11 New Development. Explore creation of a <u>new</u> fee for new development <u>along the bay shoreline</u> to fund sea level rise <u>and flood</u> protection measures and adaptation strategies.
20	Figure S-5 Potential Flood Hazards	City Staff	Update levee data shown on Figure S-5 to reflect existing conditions.	Figure S-5 will be revised to show the missing East End Levee.
21	Policy S 5.1 Very High Fire Hazard Severity Zones	CAL FIRE	Add language to Policy S 5.1 "meet or exceed" Title 14, CCR, division 1.5, chapter 7, subchapter 3, article 3 (Fire Hazard Reduction Around Buildings and Structures Regulations.	Policy S 5.1 Very High Fire Hazard Severity Zones. Avoid new residential development in Very High Fire Hazard Severity Zones, as shown on Figure S-14, or the most current data available from CAL FIRE. Redevelopment or reconstruction of existing structures is allowed. Coordinate with San Mateo Consolidated Fire Department (SMC Fire) to ensure new construction of buildings or infrastructure within a Fire Hazard Severity Zone or Wildland-Urban Interface (WUI), as shown on Figures S-12 and S-13 or the most current data available from CAL FIRE, <u>meet or exceed are in full compliance with</u> applicable State and local regulations and meet the Very High Fire Hazard Severity Zone Fire Safe Regulations for road ingress and egress, fire equipment access, and adequate water supply.

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
22	Wildfire Hazards Section Policy S 5.1 Very High Fire Hazard Severity Zones Policy S 5.2 Reconstruction of Development Figure S-12 Wildfire Hazard Zones	CAL FIRE	Change colors and name to match Fire Hazard Severity Zone (FHSZ) Maps from FRAP. Add language to reference the most current FHSZ maps on the CAL FIRE FRAP website. Avoid referencing specific dates on maps and other documents making the Safety Element out of date when a new version is released.	<p>Update colors and name of Figure S-12 as requested.</p> <p>Within the responsibility areas, CAL FIRE designates (with City approval) lands as Moderate, High, or Very High Fire Hazard Severity Zones. As shown in Figure S-12 <u>and the most current Fire Hazard Severity Zone maps on the CAL FIRE Fire and Resource Assessment Program website</u>, Very High Fire Hazard Severity Zones are in western San Mateo between the City Limits and SR-92, as well as near Yale Drive and St. Johns Cemetery.</p> <p>Policy S 5.1 Very High Fire Hazard Severity Zones. Avoid new residential development in Very High Fire Hazard Severity Zones, as shown on Figure S-14, or the most current data available from CAL FIRE. Redevelopment or reconstruction of existing structures is allowed. Coordinate with San Mateo Consolidated Fire Department (SMC Fire) to ensure new construction of buildings or infrastructure within a Fire Hazard Severity Zone or Wildland-Urban Interface (WUI), as shown on Figures S-12 and S-13 or the most current data available from CAL FIRE, are in full compliance with applicable State and local regulations and meet the Very High Fire Hazard Severity Zone Fire Safe Regulations for road ingress and egress, fire equipment access, and adequate water supply.</p> <p>Policy S 5.2 Reconstruction of Development. Require reconstruction projects or significant retrofits in a Fire Hazard Severity Zone and the Wildland-Urban Interface, as shown on Figures S-12 and S-13 or the most current data available from CAL FIRE, to be consistent with the California Building Standards Code, California Fire Code, and Very High Fire Hazard Severity Zone Fire Safe Regulations.</p>
23	Policy S 5.6 Firefighting Infrastructure	CAL FIRE	Include language to ensure residential and building signage to improve firefighting infrastructure.	Policy S 5.6 Firefighting Infrastructure. Coordinate with SMC Fire to ensure adequate firefighting infrastructure, including road and building clearance for firefighting vehicles, <u>residential and building signage</u> , and clear and legible street signage throughout the community.
24	Policy S 5.9 Land Use Management for Fire Risks	CAL FIRE	Add language to Policy S 5.9 to work with Public Works and FIRE SAFE San Mateo County to maintain fire breaks.	Policy S 5.9 Land Use Management for Fire Risks. Maintain all City-owned public lands and work with private landowners <u>and FIRE SAFE San Mateo County</u> to reduce fuel loads, establish appropriately placed fire breaks/defensible space, require long-term maintenance of fire hazard reduction projects, and educate all property owners in the city on proper landscape maintenance and fireescaping standards to reduce the risk of fire hazards.

Change ID	Policy/ Action Number	Comment Source	Comment	Recommended Change(s)
25	New Policy	CAL FIRE	Create a policy/goal to conduct an evacuation study for the next update of the Local Hazard Mitigation Plan to ensure AB 747 (Levine) requirements are integrated into the Local Hazard Mitigation Plan.	(New) Policy S 1.16 Evacuation Planning. <u>Cooperate with neighboring jurisdictions and public protection agencies to delineate evacuation routes and locations, identifying their capacity, safety, and viability under different hazard scenarios, as well as emergency vehicle routes for disaster response, and where possible, alternate routes where congestion or road failure could occur. Update as new information and technologies become available.</u>
26	New Action	CAL FIRE	Add an action to assess future emergency service needs.	(New) Action S 1.28 Future Emergency Needs. <u>Assess future emergency service needs during each update to the Safety Element.</u>

From: [Diana King](#)
To: [City Council \(San Mateo\)](#); [General Plan](#)
Subject: Comments on Proposed Redevelopment - PLEASE READ! PLEASE
Date: Wednesday, October 11, 2023 9:00:02 PM
Importance: High

Ladies and Gentlemen:

As a 15 year resident of San Mateo, I remain disappointed and very concerned about the apparent total lack of consideration of the input of residents with respect to the proposed growth plans, building height limitations and commercial space implementation.

My district – District 5 – appears to be far more impacted by taller buildings than other districts. My impression of this comes from the proximity of residential areas to commercial areas proposed for redevelopment. Change and growth is inevitable in any community; San Mateo is not immune and although I'd like to "freeze it in time," clearly that isn't feasible! So it begs the question, how to implement state and local mandates that are harmonious with the community and quality of life. I simply do not understand why community voices seem to fall on your deaf ears.

I resoundingly do not support additional housing beyond State imposed limitations. Additionally, I do not support buildings that are predominantly commercial, especially those exceeding five stories or Measure Y limitations. The key to a vibrant, integrated community is NOT the systematic destruction of single family homes and the suburban lifestyle that clearly is a predominant characteristic of San Mateo. There seems to be no consideration to any sort of moderation in proposed development, only the maximum on every level – "search and destroy."

Further, it appears that cost for implementation is seldom considered – in short, how will all of this be funded? More debt? Raised taxes? Parking is to be a thing of the past as you clearly want to push us out of our cars, so what about adequate public transportation? Water and power? We have no water, our state power grid is never expanded – just how are these services to be provided when they can't adequately be provided to the existing residents? There seem to be a host of issues that require attention and serious consideration. I feel that local government sadly, couldn't care any less about what we think or feel – "shut up and do what we say, and don't forget to pay your taxes."

In summary, I respectfully ask that you offer consideration to the foregoing and the voices of the residents and the community.

Sincerely,
Diana King




From: [Victoria Langenheim](#)
To: [General Plan](#); [City Council \(San Mateo\)](#)
Subject: Building heights and density
Date: Tuesday, October 10, 2023 7:46:21 PM

Dear City council and planners

I have had the great fortune to have lived in San Mateo for the past 28 years and am disappointed that I was not able to participate in the recent building heights survey. My neighborhood means a lot to me because of the lovely homes, neighborly feel, proximity to the quaint 25th Avenue business district, and relative abundance of trees (still could be better!). I realize that the state of California has mandates for increased housing but I feel VERY strongly that the very attributes that make this city hospitable and lovely to live in will not be sustainable if we build too fast and too dense. I do NOT support non-residential buildings that exceed Measure Y limits in height nor do I wish to see our 25th Avenue become a homogenous canyon surrounded by tall apartment buildings with brand name retail on the first floor. I really wish to preserve our predominantly single-family home neighborhoods that are served by the homey small businesses that populate our local business district.

Furthermore there is no reason to go beyond the state-mandated requirements for additional housing set by the state of California. Frankly this seems like a great gift to deep-pocketed developers that not only line their pockets at the expense of folks who need affordable homes but also is unsustainable financially or environmentally. By the way shouldn't there be a minimum of one tree for each unit in these complexes? Not much of an urban forest if it's just all condos and concrete!

So here is my input and I hope it is noted.

Thank you
Victoria Langenheim

San Mateo CA

From: [REDACTED]
To: [City Council \(San Mateo\)](#)
Cc: [General Plan](#)
Subject: Building Heights and 2040 General Plan
Date: Wednesday, October 11, 2023 7:36:31 PM

Dear Councilmembers,

I have the following comments regarding building heights and the 2040 General Plan:

Building heights and density:

District 5 is disproportionately affected by the growth proposed in the General Plan yet very few neighbors received the survey regarding building heights. I believe that the survey sampling will not reflect the views of residents. I favor increasing building heights over Measure Y limits only for residential buildings (or Mixed use with over 80% residential). I support a maximum of 8-stories for a residential building (including any density bonus height) and only if required to meet RHNA housing numbers. The General Plan included over 21,410 new dwelling units and RHNA requirements are closer to 15,000 dwelling units. This is a 40% buffer and given the latest State population projections the next cycle should be less than 8,000 dwelling units. I am inclined to only support a ballot measure to increase building heights that place a threshold on the dwelling units built, such as 15,000.

GP and DEIR

The DEIR evaluated only a maximum project or no project. Given that there are “Unavoidable” Significant Noise and Air quality impacts associated with greater health risks, it would have made sense to study a more moderate alternative. It also seems completely inconsistent that these significant impacts are caused by traffic, but traffic itself is not a significant impact. Policy LU 6.1 Rail Corridor Plan speaks of “maintaining and improving the quality of life for those who already live and work in the area” but the increase of noise and air quality impacts indicated by the DEIR are in complete contradiction to this statement. I suspect that future traffic congestion and inadequate parking will also reduce the quality of life among residents.

Sincerely,
Lisa Maley

From: [McEachron, Kathy](#)
To: [City Council \(San Mateo\)](#)
Subject: General Plan needs to change
Date: Monday, October 9, 2023 2:43:22 PM

Dear City Council members,

I was born in San Mateo and have lived here 64 years. I have lived on 25th Avenue for the past 38 years. The past few years have been the most upsetting for me due to all the building.

I was also upset I couldn't participate in the building heights survey. Our City has changed so much it is not recognizable. District 5 is far more impacted by taller buildings than other districts

All the new buildings have taken away most of the shopping in San Mateo, they have taken away privacy and sun. The small Mom & Pop stores along El Camino are no more. Now they

want to develop 25th Avenue; how would you feel if they developed down the block from you?

We now have more traffic, less water and our infrastructure is suffering. Home owners are being charged a large sewer rate and the City wants to add more taxes on our

property tax to fix the sewer infrastructure when it was not our choice to build.

Measure Y was my choice. I fought for it and voted for it. Now developers want to take our

height initiative away so we can look like Redwood City? The views are gone. Tall buildings look down into back yards. We do not want this. I don't want a 4 plex with 6 stories as my neighbor. I am in favor of building homes. Then home owners are at least vesting in the community. All of these renters in the apartments are not vested and

are not paying property tax. And, are these apartments fully occupied. If they are not, then the building should cease. The state should not have the right to tell our city how

much to build. Other cities have fought back. I do not support additional housing units beyond what is required by the State if that is what is mandated.

I have attended numerous city council meetings these past few years to realize that the city is NOT listening to their residents. You are listening to the developers that only have

Interest in money and not our City. The young techs that talk at the meetings only live here a short time and they are the only ones that can afford these outrageous rent amounts.

I could not afford to live here if I rented.

If there are more homes then there is more inventory and hopefully the prices will come down because second generation San Mateo residents can't afford to buy

here.

When there is no more open space for trees or wildlife, is that when we should stop building?

Please listen to the residents that want to be able to park in front of their homes. We do not need taller buildings. In Fact, we do not need any more buildings.

Kathy McEachron



From: [Christine Ritzo](#)
To: [City Council \(San Mateo\)](#); [General Plan](#)
Subject: Building and population limits
Date: Wednesday, October 11, 2023 11:15:33 AM

October 11, 2023

Dear Council Members,

I appreciate you taking time to represent San Mateo and hope you will take into consideration my comments in relation to future growth decisions for our city.

It has come to my attention that there should have been an opportunity for us to participate in building heights surveys as they will directly affect the quality of life in my neighborhood. This did not happen.

I have owned a home in District 5 for the past 33 years. My children and I were born at Mills Hospital, San Mateo, as was my father nearly 100 years ago. Needless to say my family has witnessed significant change in the community.

Overbuilding and overcrowding has been the more recent trend. What is actually desired and needed is a plan to add support services that can contribute to a positive, quiet suburban lifestyle which we desired when purchasing a home in San Mateo.

District 5 is impacted more by taller buildings than other districts in San Mateo. I do not support buildings that are predominantly non-residential. I do not support buildings over 5 stories. We currently have an excess of these types of buildings and they are nowhere nearly filled.

I do not support Measure Y limits in height.

I am writing to support the preservation of single-family home neighborhoods. This includes the small business and retail model that compliments these neighborhoods.

Please take into consideration the cost for services needed already to support growth incurred in the past two decades. For example, police services have not been increased since the creation of the Bay Meadows residential community. Crime has risen though. The homeless population has risen to an unchecked extent. San Mateo residents can't sit comfortably at our own bus stops any longer because of transients being allowed to sleep in them. Try walking down El Camino and not notice lack of cleanliness in this most public area. Let's take care of our current population before adding more.

This is our community. It's your responsibility to tell the State what is needed and not simply conform to their mandates. From my understanding only maximum development plans were reviewed. Please always look at minimized options.

As our elected officials it is your responsibility to plan for the quiet suburban lifestyle we want. If people want a big city living experience they can move to a big city. Leave San

Mateo and District 5 out of this.

Sincerely,

Christine Ritzo

From: [REDACTED]
To: [General Plan; City Council \(San Mateo\)](#)
Cc: [Bill Rundberg](#)
Subject: responding to concerns
Date: Tuesday, October 10, 2023 10:26:04 AM

I am a San Mateo city resident since 1967.

I was not able to participate in building height survey.

I support heights of 2-4 stories at most.

Preserve single family homes and small business and retail.

Do not need additional housing beyond what the state requires..

How are all of this being paid for and services provided?

Sherrean Rundberg, [REDACTED] San Mateo, [REDACTED]

From: [Dave Santos](#)
To: [City Council \(San Mateo\)](#); [General Plan](#)
Subject: General Plan and DEIR
Date: Wednesday, October 11, 2023 12:23:01 PM

I am a San Mateo resident and am writing to voice my concerns about the information included in the General Plan and the DEIR.

The City of San Mateo recently conducted a survey on building heights, but unfortunately, many of residents were unable to participate due to the sampling approach used.

It is unfortunate that your survey did not include more residents. I have attended council meetings where residents have felt excluded from the process. The General Plan and DEIR reflect this myopic decision.

It is of critical importance that our voices be heard. I live in District 5 and residents will be affected by increasing building heights, service issues, parking, infrastructure traffic, parking, and noise.

It appears that the will of the people in passing Measure Y is being ignored. This is happening in the face of the state revising housing estimates downward and the inclination of the city to build nonresidential buildings that exceed five stories.

The developers are in the driver's seat here instead of San Mateo residents. At the council meetings I have attended, residents have continually advocated for single family home neighborhoods, small business and retail operations being preserved.

I do not support building additional housing beyond what the State requirement is especially since California population estimated are being revised downward. This makes no sense. Sensible and moderate growth options need to be explored.

How is the funding for public services and infrastructure going to be financed? This is particularly important since electrification is being considered.

Additional work needs to be done and the San Mateo residents need more input into the process.

Sincerely,

Dave Santos

From: [Meg Spicer, DC, QME](#)
To: [City Council \(San Mateo\)](#); [General Plan](#)
Subject: survey on building heights
Date: Sunday, October 8, 2023 7:08:19 PM

- I am a resident of San Mateo. Own a storefront business in San Mateo
- I am discouraged (dismayed, troubled, etc) I couldn't participate in the building heights survey.
- District 5 (our district) is far more impacted by taller buildings than other districts
- I support residential building heights of 2 stories.
- I do not support buildings that are predominantly non-residential exceeding 5 stories or Measure Y limits in height.
- I also advocate for the preservation of single-family home neighborhoods, along with small businesses and retail.
- I do not support additional housing units beyond what is required by the State
- The DEIR should have looked at a moderated option, not just the maximum development.
- I am concerned about how services and infrastructure for all the new development will be paid for.

Thank you,
Margaret Spicer

From: [William White](#)
To: [City Council \(San Mateo\)](#); [General Plan](#)
Subject: I want to preserve my neighborhood's charm
Date: Sunday, October 8, 2023 6:09:33 PM

To Whom It May Concern,

I have been a homeowner in San Mateo for 32 year. I live on 24th Avenue between Hacienda Street and Isabelle Avenue and I am very troubled to hear that the city is pushing for outrageously taller and denser buildings despite the fact that we've already met the 7,015-housing unit goal for the current cycle ending in 2031 based on the Department of Finance's demographers recent 2030 population projections. District 5 (my district) is far more impacted by taller buildings than other districts.

I strongly support maintaining residential building heights of two stories on my street, 24th Avenue which would include the church parking lot on the corner of Hacienda Street. I do not support buildings that are predominantly non-residential exceeding Measure Y limits in height.

I was extremely disappointed when I attended the city hall meeting watching the mayor and other city representatives side with the developer and rudely turned a deaf ear the many residents that were attending to protest the fact that the DEIR was not looking at a moderated option, but instead just pushing for maximum development.

Please feel free to reach out to me if you have any questions.

Sincerely,

Bill

Bill White
Founder, Author, Teacher, Dad
HappyBabySigns.com


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

From: [Monika Lee](#)
To: [Clerk](#)
Cc: [Monika Lee](#)
Subject: City Council Regular Meeting, October 16, 2023, Public Comment, Item 13
Date: Sunday, October 15, 2023 3:35:41 PM

Public Comment, Item 13, Draft General Plan 2040 – Circulation; Public Services and Facilities; and Safety Elements

City Council Regular Meeting, October 16, 2023

Dear Mayor Lee and Council Members,

I am writing to thank the General Plan Subcommittee for recommending revisions to the Draft General Plan that reflect a commitment by the city to support older adults, who constitute close to 20% of the population and whose numbers will grow in the next decades.

I am greatly encouraged to see that a new section is to be added and that several important needs of older adults are going to be addressed in GOAL PSF-7. Everyone benefits when older adults are able safely to age in place, maintain good health, and participate in the community. The volunteers of the San Mateo Age Friendly Task Force have been working to promote and help achieve these goals and will continue to do so.

I urge the City Council to adopt the recommended revisions and to ensure that the city's General Plan recognizes and addresses the needs of older adults.

Monika Lee

Member, San Mateo Age Friendly Task Force
Commissioner, San Mateo Senior Citizen Commission
Commissioner, San Mateo County Commission on Aging



CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
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Agenda Report

Agenda Number: 14

Section Name: OLD BUSINESS

Account Number: 10-4666

File ID: 23-7999

TO: City Council

FROM: Alex Khojikian, City Manager

PREPARED BY: Public Works Department

MEETING DATE: October 16, 2023

SUBJECT:
Citywide Complete Streets Plan – Update

RECOMMENDATION:

Receive an update on the San Mateo Citywide Complete Streets Plan and provide feedback.

BACKGROUND:

The City was awarded approximately \$490,000 from the Caltrans Sustainable Communities grant program to fund the San Mateo Complete Streets Plan (Plan). The Plan will complement the City's General Plan Update by creating an actionable plan rooted in safety for all modes and will result in policies, goals, and prioritized projects that are focused on improving mobility, equity, connectivity, and sustainability to build a better circulation network for the City's future. The Plan will provide the basis for projects that are planned, designed, constructed, and maintained for all roadway users, allowing the City to develop a safe mobility network for many years to come. The final outcome of this effort will be an adopted Citywide Complete Streets Plan and a Design Standard Manual.

The Citywide Complete Streets Plan effort began in November 2022. Staff and the consultant team will present an update on the project progress to date, including work effort, community engagement, and anticipated schedule.

Community Engagement

Given the nature of the project, community engagement has been a key component to provide information and direction for this project. Staff and the consultant team have completed the following engagement activities to date for the Complete Streets Plan.

- Stakeholder Interviews: Staff and the consultant team conducted nine stakeholder interviews to gain feedback regarding transportation needs from various stakeholder audiences. The stakeholders were selected to represent various user audiences, including the Latino community, youth representatives, paratransit representatives, Samaritan House, and the local school districts.
- Focus Groups: With the assistance of several stakeholders, the project team held two focus groups with a total of 45 participants. The first focus group centered on young families and was hosted with the assistance of the San Mateo-Foster City School District and was conducted in Spanish at College Park Elementary School. The second focus group was dual-lingual and co-hosted by MidPen Housing at the Peninsula Station housing complex.
- Active Engagement Tours: The first phase of engagement included active transportation tours to gain feedback while utilizing the City's walking, biking, and transit networks. The walk/transit and bike tours hosted 21 participants.
- Pop-Up Events: Staff and the consultant team attended the College of San Mateo Farmer's Market and the City's 4th of July event at Central Park to share information and gain feedback about transportation needs in San Mateo. The team reached nearly 200 residents during the two events.

The project simultaneously collected feedback via an interactive online map. The mapping exercise collected over 300 comments from more than 100 participants. The team also collated information collected by the outreach efforts for the City's Local Roadway Safety Plan to coordinate the efforts of the two projects.

The first phase of engagement revealed resident concern and need in four key areas: safety, connectivity, congestion reduction, and accessibility. This feedback provided a basis moving forward with the project to identifying key policies and projects. Community engagement will continue through the development of the Plan, with the second phase beginning this fall and focusing on workshops and pop-up events to solicit feedback on the proposed priority projects and policies.

A summary of the Phase 1 engagement efforts is included as Attachment 1.

Policies

To date, the project team has completed an existing conditions review of the City's existing roadway network and local and regional policies; a best practices review of other similar guiding documents; a needs assessment focused on the existing network and adopted City plans to identify gaps; and the first phase of community engagement. This work resulted in the development of four key policies guiding the creation of the Complete Streets Plan.

- **Prioritize Safety for All Modes:** This policy focuses on prioritizing user safety when designing projects and roadways.
- **Rebalance Priorities:** When conflicts arise between different modal needs, develop context-sensitive solutions to prioritize the use of the right of way.
- **Fund and Implement Projects:** This policy provides direction for establishing funding mechanisms to implement the priority projects in the Complete Streets Plan, and to coordinate construction of complete streets in other City projects.
- **Engage our Communities:** The final policy focuses on adopting inclusive and consistent outreach and engagement standards promoting transparency and accountability for transportation projects.

Staff and the consultant team will provide additional detail on the proposed Plan policies and request Council feedback.

High-Needs Corridor Recommendations

The final Complete Streets Plan, in addition to setting forward-thinking policies and developing a Design Standards Manual, will identify corridor projects that require improvements to achieve a complete streets approach for transportation safety and accessibility. The needs assessment, existing conditions review, and initial community input were utilized to identify corridors with "high needs," or those that have the highest need for multimodal improvement to provide safe and comfortable transportation access. Each project will be reviewed in more detail to determine corridor-wide and segment recommendations and cut sheets will provide this additional detail for future implementation of the projects.

Staff and the consultant team will provide an overview of the high-needs corridor projects and request Council feedback. The draft recommendations are included in Attachment 2.

Commission Feedback

Staff presented an update on the Citywide Complete Streets Plan to the Sustainability and Infrastructure Commission on October 11, 2023. Feedback from the Commission will be summarized during the presentation to Council.

Next Steps

Staff and the consultant team will incorporate feedback from the Council and Commission, in addition to community feedback, to finalize the Plan policies and priority projects. Staff expects to bring the draft Citywide Complete Streets Plan for Council review in early spring 2024.

North Central Complete Streets Plan

At City Council direction, staff is working on a separate but simultaneous Complete Streets Plan effort in the North Central neighborhood. While an update will be provided on this project at a future date, the following is the current status on the effort.

- City Council approved a consultant agreement in May 2023 for the North Central Complete Streets Plan.
- Staff and the consultant team developed a draft public engagement plan with three phases focused on listening and understanding community goals and concerns.
- The project team conducted numerous stakeholder interviews during Summer 2023 to meet community organizers and identify community-based organizations with which to collaborate on the project work.
- Staff and the consultant team participated in National Night Out in August 2023 to gain feedback from the community about the neighborhood and their transportation concerns.
- A small Lived Experience Group was developed after the stakeholder interviews with the first meeting held in early October. The group members will assist the project team in future project engagement, including focus groups, neighborhood canvassing, and pop-up events.
- The team will focus on completing the first phase of community engagement, then begin developing potential projects and improvements based on resident feedback and community goals.

BUDGET IMPACT:

There is no budgetary impact associated with the recommendation of this agenda report. The funding for the plan is budgeted in the Complete Streets Plan Project (46R014) and is provided in part through a Caltrans Sustainable Communities grant with local matching funds.

ENVIRONMENTAL DETERMINATION:

This project update 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).) An environmental analysis of the final Complete Streets Plan will be completed prior to adoption.

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 – Phase 1 Community Engagement Summary

Att 2 – Draft High-Needs Corridor Network

STAFF CONTACT

Sue-Ellen Atkinson, Principal Transportation Planner
seatkinson@cityofsanmateo.org
(650) 522-7288



SAN MATEO CITYWIDE COMPLETE STREETS PLAN

Phase 1 Engagement Report



FEHR & PEERS



TABLE OF CONTENTS

Overarching Highlights

Summary of Engagement to Date

Activity Insights & Maps

Online Engagement

Key Takeaways by Mode

Engagement Summary

Community Engagement Learnings



OVERARCHING HIGHLIGHTS

- **Traffic Congestion:** Frustration around traffic congestion specifically in North Central, on El Camino Real, and Delaware Street.
- **Limited Connectivity:** Enhance connectivity along key bike and pedestrian routes.
- **Road Maintenance:** Fix potholes and uneven sidewalks.
- **ADA Compliance:** Improve mobility for people with disabilities and seniors.
- **Reckless Driving:** Pedestrian and cyclist safety concerns due to speeding cars, especially near school zones and bus stops.
- **Safety Enhancements:** Need for more traffic calming and driver education regarding cyclist and pedestrian safety and safe driving.





ENGAGEMENT APPROACH

- **Timeline:** Commenced engagement process with stakeholder interviews to gather background information about San Mateo and transportation concerns from community leaders.
- **Partnerships:** Partnered with Move San Mateo and San Mateo Foster City School District to host engagement activities such as walk/transit tour, bike tour, and focus group.
- **Spanish Translation:** Spanish speakers were available at all engagement events. Conducted two focus groups at College Park Elementary with San Mateo Foster City School District all in Spanish and had a Spanish breakout room during focus group with MidPen renters.
- **Materials:** Created interactive materials in Spanish and English such as boards and maps for participants to provide input.





SUMMARY OF ENGAGEMENT TO DATE



**Stakeholder Interviews
(9 Meetings)**

April 2023



**Two Focus Groups: SMFCSD
& MidPen (45 participants)**

June 6, 2023 & July 18, 2023



**San Mateo Walk/Transit Tour
(6 participants)**

June 15, 2023



**San Mateo Bike Tour
(15 participants)**

June 24, 2023



**San Mateo 4th of July
(~ 100 participants)**

July 4, 2023



**College of San Mateo
Farmers Market
(~ 80 participants)**

July 8, 2023



ACTIVITY INSIGHTS

Bike, Walk, and Transit Tours Insights

San Mateo Bike Tour

- Ineffectiveness of sharrows/bike boulevards on residential streets due to long city blocks that encourage speeding.
- Concerns regarding bike lanes near cars, freeway entrances, and unsafe intersections.
- Proposed improvements consisted of standardizing protected bike lanes, creating traffic calming measures, improving signage, and enhancing bike infrastructure.



San Mateo Walk/Transit Tour

- Safety improvements included reducing vehicle speeds and making pedestrians more visible.
- Need for accessibility features installed at the Hillsdale Caltrain Station.
- Samtrans ECR line is a reliable form of public transportation but inconvenient in terms of how long it takes to get from town to the next.





ACTIVITY INSIGHTS

Focus Groups Insights

San Mateo Foster City School District – Parent Focus Group (all in Spanish)

- Safety issues, such as reckless driving, affect students as they commute to school.
- Traffic congestion can lead to blind spots and risky merging into oncoming traffic lanes.
- Community education on safety measures would be helpful when walking and driving along San Mateo streets.



Peninsula Station Apartments – Renter Focus Group (Spanish/English)

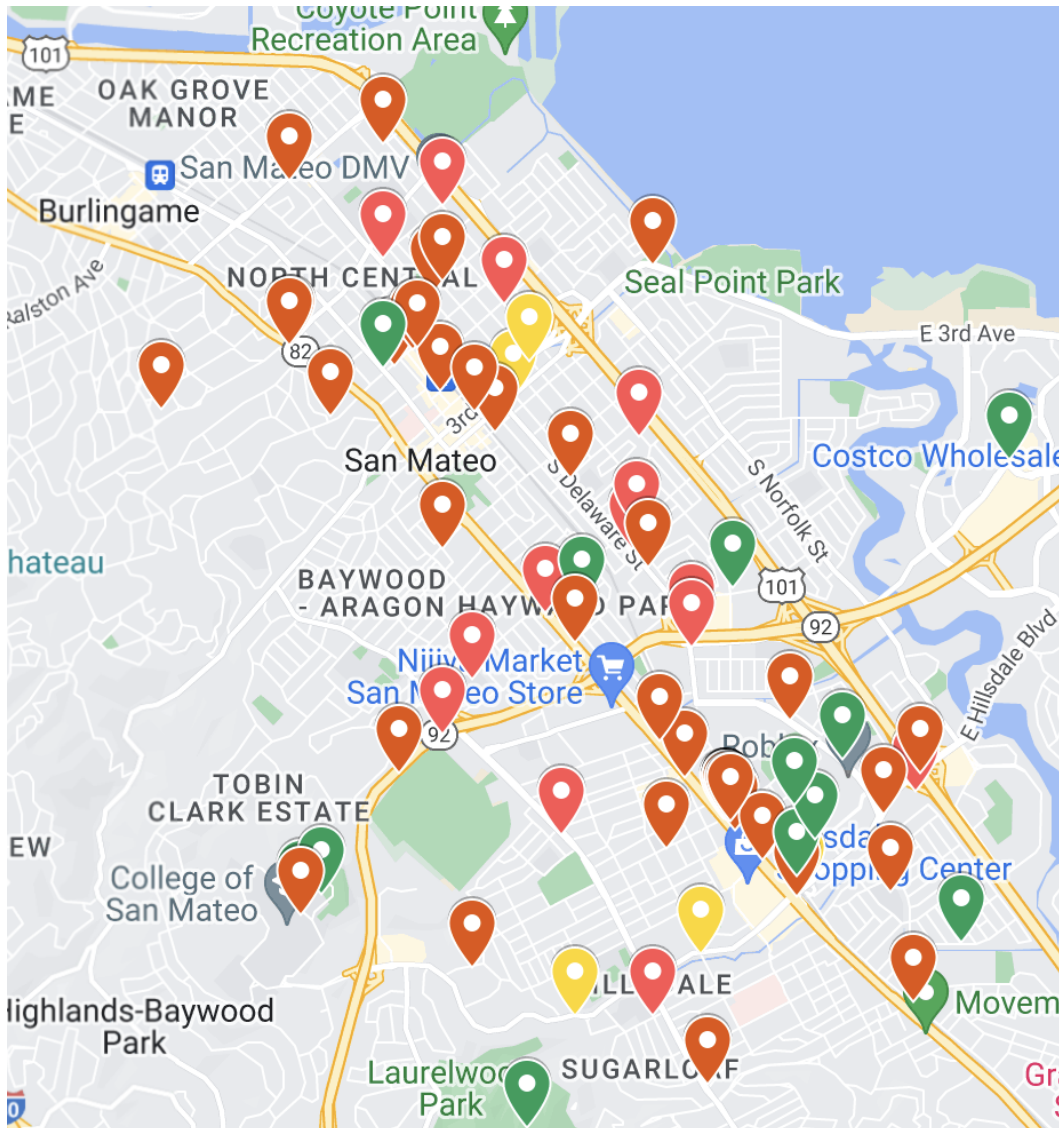
- Roads should be safer for pedestrian use.
- Need for more safety improvements including increasing time of crosswalk signals, installing crosswalks with flashing beacons, speed lights, and dedicated bike lanes so bicyclists don't use sidewalks.
- Need for road maintenance to fix potholes, cracks, and uneven roads.





FOCUS GROUP MAPS

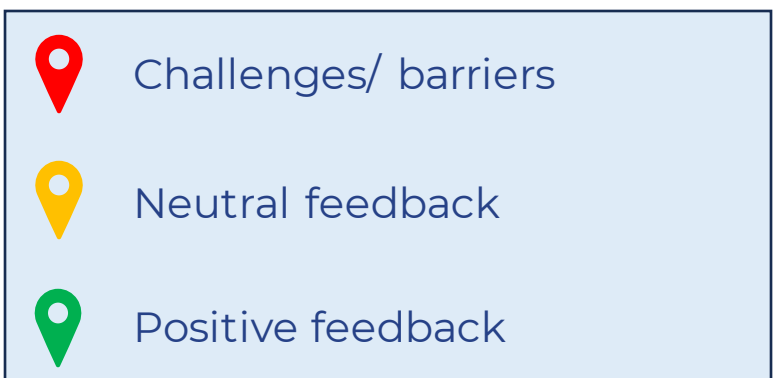
Place-specific community feedback



Focus group participants were asked to provide feedback on existing infrastructure and any challenges faced while moving through San Mateo.

Positive feedback:

- People appreciated pedestrian improvements including lighting that were implemented around 31st St. and near Downtown.
- People enjoyed the access to outdoor recreational facilities and parks.





ACTIVITY INSIGHTS

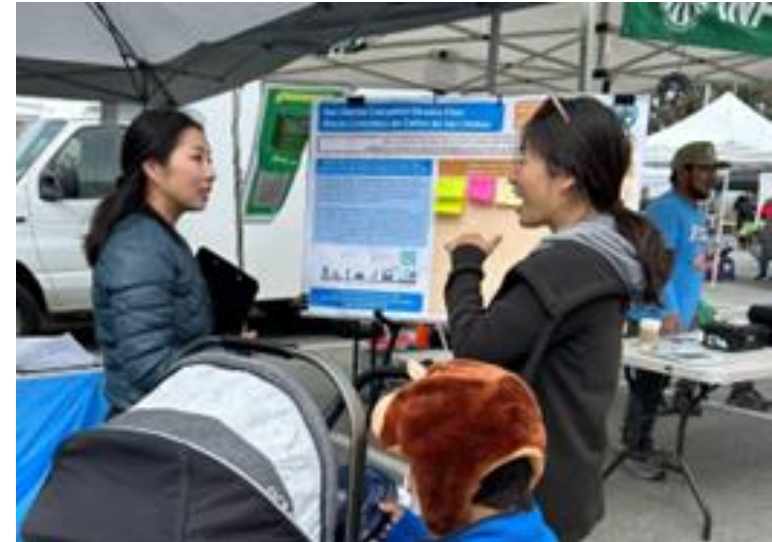
Stakeholder Interview and Pop-up Insights

Stakeholder Interviews

- Traffic congestion frustration on busy corridors such as Poplar Avenue.
- Concerns regarding parking issues in North Central along Humboldt and Parkview Street.
- Increase parking capacity in Downtown San Mateo.
- Updating curb ramps and sidewalks for ADA compliance would be beneficial.

4th of July Celebration & San Mateo Farmers Market Pop-up

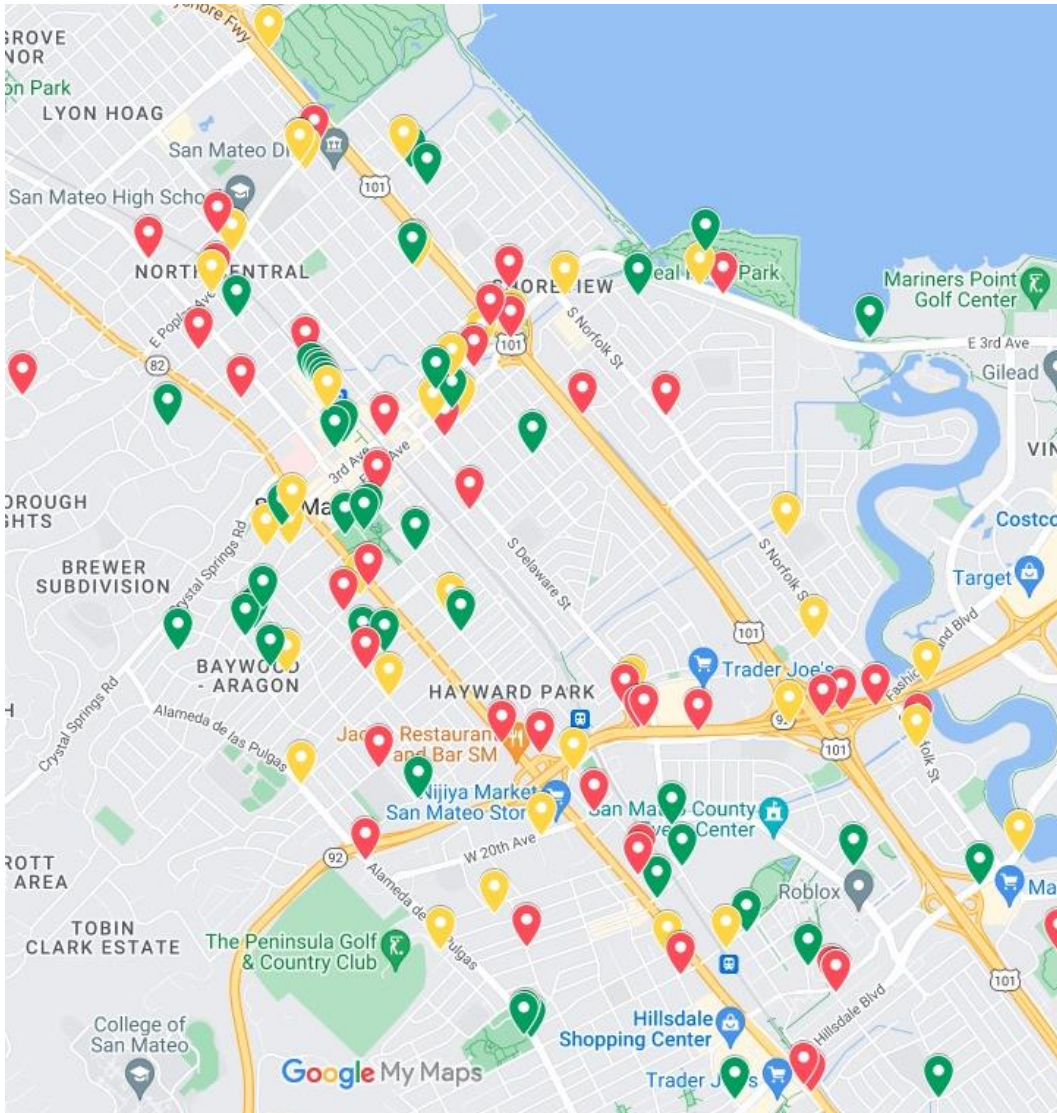
- Concerns about road conditions and infrastructure specifically regarding potholes and uneven sidewalks.
- Safety concerns centered on lack of bike lanes, accidents at intersections, pedestrian safety, and traffic violations.
- Desired improvements include signage, curb ramps and ADA/stroller-friendly sidewalks, and designated bike lanes.





POP-UP MAPS

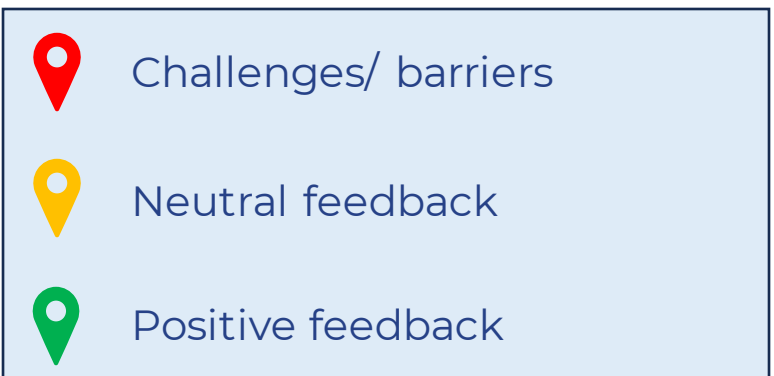
Place-specific community feedback



Pop-up participants were asked to provide feedback on existing infrastructure and any challenges faced while moving through San Mateo.

Positive feedback:

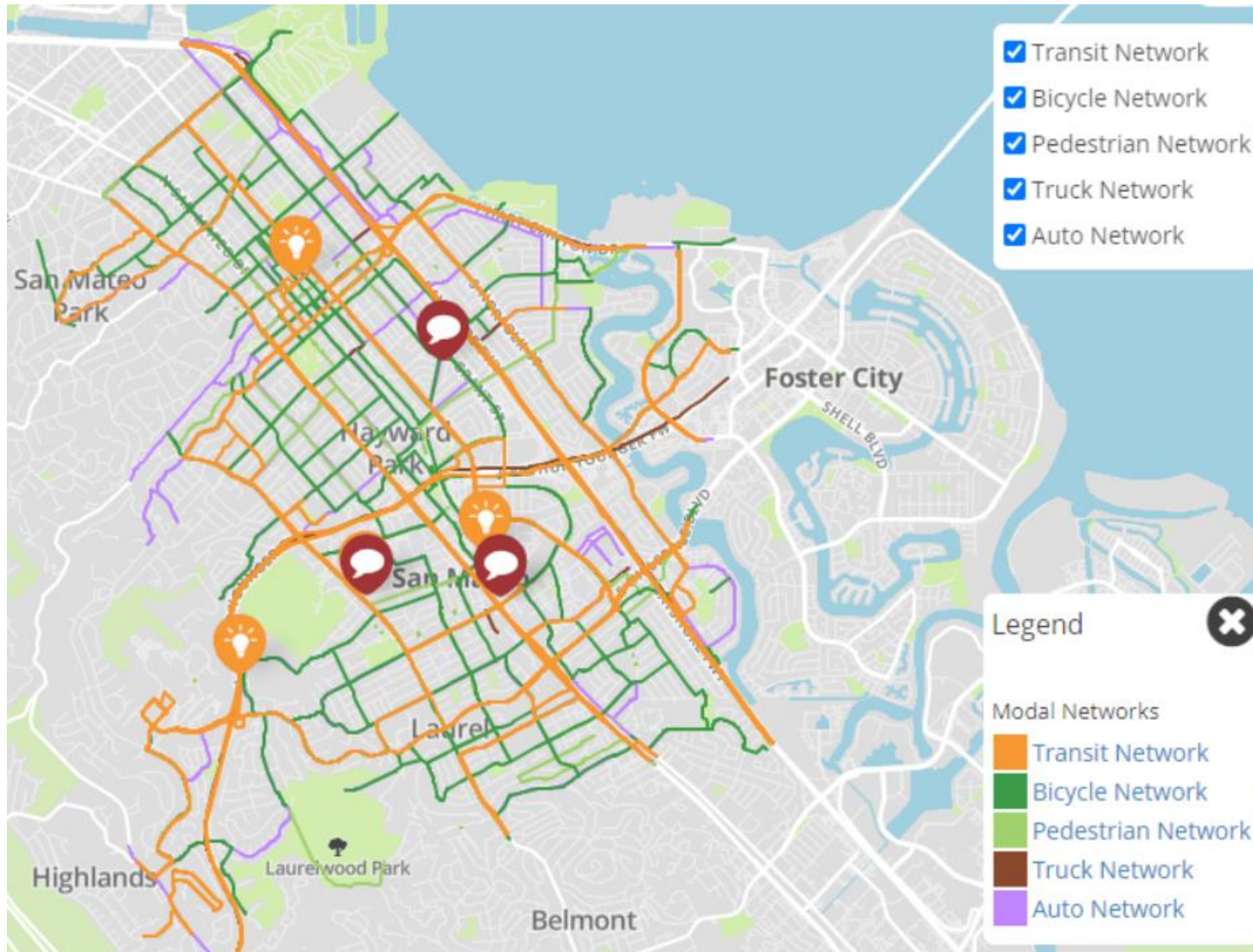
- People value the culture and diversity of San Mateo.
- People enjoyed access to parks and recreational activities.





ONLINE ENGAGEMENT

Social Pinpoint site is currently open for comments/survey



As of July 20th,
we've
collected:

77

Unique Visitors

8

People Commented

15

Comments



KEY TAKEAWAYS BY MODE



PEDESTRIAN EXPERIENCE

General themes from community feedback

- **Pedestrian visibility:** Install bulb-outs and LED infrastructure to reduce pedestrian crossing distances and enhance pedestrian/cyclist visibility.
- **Slower speeds:** Install more pedestrian activated signals and law enforcement to diminish speeding and traffic law violations near schools.
- **ADA & senior accessibility:** Install more traffic light signals, update curb ramps & sidewalks, and remove grade separation along ECR & Hillsdale.
- **Consistent & improved pedestrian infrastructure:** Ensure crosswalks have flashing beacons over both sides of the streets.
- **Road safety education:** Educate students on safety measures when walking along San Mateo streets.



BICYCLE EXPERIENCE

General themes from community feedback

- **Safety measures for bike infrastructure:** Improve signage and establish dedicated bike lanes in high traffic areas and at unsafe intersections.
- **Bike connectivity:** Add new bike paths near the Boys and Girls Club in the North Shoreview neighborhood.
- **Bike trails promotion:** Collaborate with Parks and Recreation to establish bike trails and install bike stop lights at key intersections.
- **Speed deterrence infrastructure:** Improve effectiveness of sharrows/bike boulevards on residential streets to prevent speeding on long city blocks.
- **Parking capacity limitation:** Address concerns of limited parking capacity due to new bike lanes in N. Central; there is a lack of bike lane use due to safety concerns over speeding and not enough space, and absence of bike lane connections.



TRANSIT EXPERIENCE

General themes from community feedback

- **Coordinate transit systems with other modes of travel:** Integrate Caltrain schedule with bus service schedules.
- **Comfortable transit infrastructure:** Include more pole-sits and benches alongside streets and bus stops.
- **Faster service:** Shorten travel time on ECR Samtrans bus line to encourage people to use public bus transportation.
- **Transit connectivity:** Increase transit access to the eastern neighborhoods of San Mateo such as North Central.



AUTO EXPERIENCE

General themes from community feedback

- **Road maintenance:** Upgrade street stop signage and repair roads with potholes.
- **Parking shortage:** Address parking shortage in specific neighborhoods such as N. Central and Downtown San Mateo.
- **Automobile rule enforcement:** Enforce vehicle rules to prevent reckless driving and sidewalk parking.
- **Traffic congestion:** New development and back to office work policies have caused an increase in traffic congestion.



ENGAGEMENT SUMMARY

- **Safety:** Improving safety for pedestrians and bicyclists was the highest priority discussed throughout all engagement activities. The need for traffic calming measures and more safety education was voiced as potential solutions for this issue.
- **Connectivity:** Need for more connectivity throughout San Mateo streets especially to public transit and recreational bike trails.
- **Traffic congestion:** Need for mode shift engagement and education to encourage commuters to use non-auto modes of travel.





COMMUNITY ENGAGEMENT LEARNINGS

What worked well:

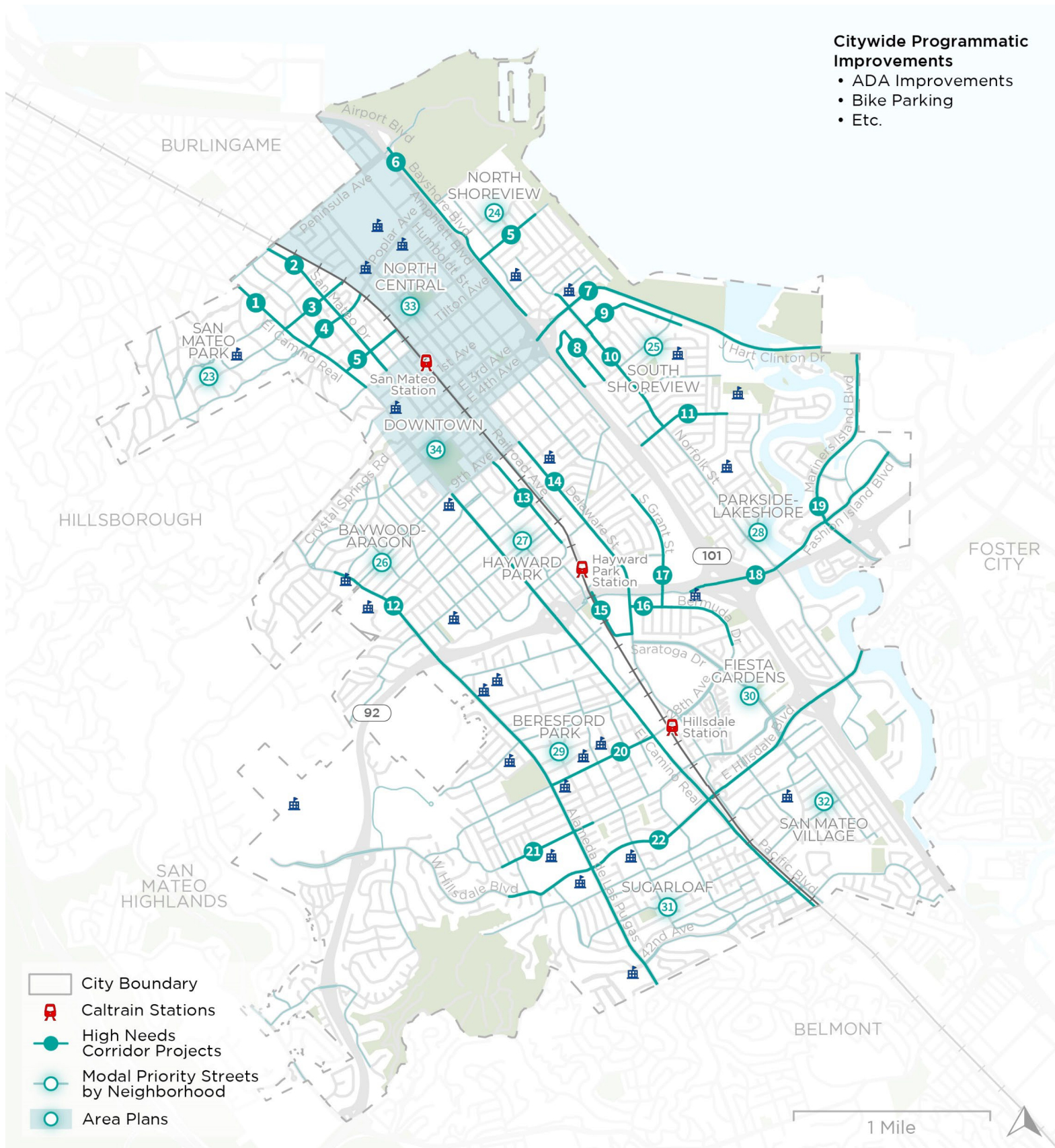
- Collaborating with Move San Mateo to learn about potential bike & walk/transit tour routes and using Map My Run App to create routes.
- Materials developed such as maps, questions, and boards prepared the internal team for tours, focus groups, and pop-ups and allowed for interactive activities with community members.

For the next phase of engagement:

- Making future walk/transit tour routes shorter to not overwhelm participants.
- Staying consistent with focus group schedules to not go over one hour slot time.
- Advertising tours , focus groups, and pop-ups with enough time before events and posting on City of San Mateo channels to help more effectively spread the word.

HIGH NEED CORRIDORS

Streets in North Central and Downtown removed for further analysis in respective area plans





CITY OF SAN MATEO

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Agenda Report

Agenda Number: 15

Section Name: NEW BUSINESS

Account Number: 10-1311

File ID: 23-8069

TO: City Council

FROM: Alex Khojikian, City Manager

PREPARED BY: Human Resources Department

MEETING DATE: October 16, 2023

SUBJECT:

City Manager, City Attorney, Department Head and Deputy Director Compensation Plan – Amendment

RECOMMENDATION:

Adopt a Resolution to amend the Compensation Plan to include salary increases for Assistant City Manager, effective October 29, 2023.

BACKGROUND:

The City Council determines the salary and benefits compensation for employees. The department heads are not represented by a bargaining group, and their salary ranges are determined by the City Council. The department heads are at-will positions and serve at the pleasure of the City Manager.

The current vacant status of the Assistant City Manager (ACM) position created an opportunity to reconfigure staffing in the City Manager's Office to reflect its current and future needs. The City Manager updated the ACM job specification to include additional duties and responsibilities, which elevates and broadens the scope of the ACM role. In addition to the existing responsibilities for managing the day-to-day operations of the City Manager's Office, overseeing and performing special projects as determined by the City Manager, additional responsibilities were added. These additional responsibilities include supervision of multiple Department Heads and their associated departments as assigned, conducting specific and comprehensive analyses of a wide range of municipal policies and procedures, leading multi-departmental initiatives, and representing the City Manager's interests in these efforts. The ACM will also serve as the City Manager in the City Manager's absences or as assigned, work closely with the City Manager and Department Heads as assigned to implement City Council policy directives and enable the development and implementation of related goals, objectives, and policies.

The ACM department head classification last received an increase to its salary range on March 5, 2023. The elevation and broadening of the ACM job duties and essential function indicates that the Salary for the ACM classification should increase to reflect these changes. In September staff conducted an ACM job classification compensation study utilizing the market survey agencies listed in the City's Management Association Memorandum of Understanding to set the top salary range. The study also included a compaction analysis of department heads the ACM would directly oversee as well as the City Manager.

Based on the compensation survey and compaction analysis the proposed resolution recommends a thirteen (13.0%) increase effective October 29, 2023, to the salary range for Assistant City Manager, increasing the current monthly salary range of \$18,916.60 - \$20,566.77 to the proposed range of \$21,375.76 - \$23,566.77. This salary range for the ACM classification would be approximately 18% below the current salary for the City Manager, and 10% above the salary range of the highest-level subordinate, Public Works Director, to avoid any salary compaction.

Pursuant to Municipal Code Section 4.02, the City Council provides for the compensation of all officers and employees and salaries shall be fixed by resolution. Title 2 of the California Code of Regulations (CCR), Section 570.5, requires the City Council to adopt a full salary schedule, as a standalone document detailing the rates of pay for each City classification, and to maintain this salary schedule as a publicly available document for at least five years. CalPERS uses this salary schedule to determine the “compensation earnable” when calculating the monthly pension an individual will receive when they retire. “Compensation earnable” is defined by the Public Employees’ Retirement Law (PERL) Government Code Sections 20636, and 20636.1 as pay rate and special compensation as defined in the statutes.

BUDGET IMPACT:

Approval of the compensation resolution results in an estimated \$37,600 in additional cost per fiscal year for the Assistant City Manager. For Fiscal Year 2023-24, the City Manager’s operating budget will be able to absorb any additional costs. As such, no additional budget appropriation is needed.

ENVIRONMENTAL DETERMINATION:

This 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).)

NOTICE PROVIDED

All meeting noticing requirements were met.

ATTACHMENTS

Att 1 - Proposed Resolution

Exhibit A - City Manager, City Attorney, Department Head, Deputy Director Salary Schedule

Att 2 - Track changes City Manager, City Attorney, Department Head, Deputy Director Compensation Plan

STAFF CONTACT

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

**APPROVING AMENDMENTS TO THE DEPARTMENT HEAD
AND DEPUTY DIRECTOR COMPENSATION PLAN**

WHEREAS, the Department Heads are not represented by a bargaining group, and compensation is determined by the City Council; and

WHEREAS, executive positions consist of the at-will heads of city departments who serve at the pleasure of the City Manager; and

WHEREAS, a consolidated compensation plan specific to the Department Heads and Deputy Directors has been set forth in a resolution; and

WHEREAS, the City Manager updated the Assistant City Manager (ACM) job specification to include additional duties and responsibilities, which elevates and broadens the scope of the ACM role; and,

WHEREAS, additional responsibilities include supervision of multiple Department Heads and their associated departments as assigned, conducting specific and comprehensive analyses of a wide range of municipal policies and procedures, leading multi-departmental initiatives, and representing the City Manager's interests in these efforts; and

WHEREAS: the ACM will also serve as the City Manager in the City Manager's absences or as assigned, work closely with the City Manager and Department Heads as assigned to implement City Council policy directives and enable the development and implementation of related goals, objectives, and policies; and

WHEREAS, the compensation survey and compaction analysis recommends a thirteen (13.0%) increase effective October 29, 2023, to the salary range for Assistant City Manager; and,

WHEREAS, the resolution results in an estimated \$37,600 in additional cost per fiscal year for the Assistant City Manager; and

WHEREAS, for Fiscal Year 2023-24, the City Manager's operating budget will be able to absorb any additional costs.

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. The amendments to the Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan, for Assistant City Manager classification, is approved as follows:

Salary: 13.0% increase for the Assistant City Manager classification effective October 29, 2023.

3. The Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan, including the salaries set forth in Exhibit A Attachment 1 attached hereto are approved.

EXHIBIT A

CONSOLIDATED CITY MANAGER, CITY ATTORNEY, DEPARTMENT HEAD AND DEPUTY DIRECTOR COMPENSATION PLAN

SALARY

Successful employee performance is a key factor in determining compensation.

Salaries have been established for the City Manager and the City Attorney. The current amounts are listed in Attachment 1.

A three-step salary range has been established for each Department Head and Deputy Director classification. The proposed salary range for the revised Assistant City Manager classification with a thirteen percent (13.0%) increase, is listed in Attachment 1. Salary placement is based upon performance review and experience.

The City Manager is authorized to offer unrepresented management employees or potential unrepresented management employees, on a case by case basis, additional fringe benefits incentives, not to exceed 10% of the position's base salary.

TEMPORARY UPGRADE PAY

In the event the City Manager determines that it is necessary to assign a Department Head or Deputy Director to perform all of the duties of a higher paid classification for two or more consecutive workweeks, he/she shall receive payment for the higher classification for the entire duration of the assignment. The City Manager shall set the salary within the established salary range. Except with the approval of the City Manager, a temporary upgrade assignment shall not continue for longer than one year.

When an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may petition the City Manager for a differential in pay of up to 10%, to be determined by duties assigned for this work out of class.

EMERGENCY WORK

In the event a City Council declared emergency necessitates the devotion of excessive working time by certain management employees in order to maintain essential public services, the City Manager may authorize overtime on a case-by-case basis. Such authorization shall terminate upon cessation of the City Council declared emergency.

PERSONAL TRAINING

Department Heads and Deputy Directors are encouraged to attend instructional programs, conferences and seminars as available in the department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the City Manager.

LEAVE ACCRUALS

Employees shall accrue vacation leave, sick leave and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment.

Absences of less than four hours shall not be deducted from leave balances. Employees are expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

HOLIDAYS

The holidays to be observed are as follows:

- A. New Year's Day, January 1st
- B. Martin Luther King's Birthday, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. Labor Day, 1st Monday in September
- G. Veteran's Day, November 11
- H. Thanksgiving Day, 4th Thursday in November
- I. The day after Thanksgiving
- J. Christmas Day, December 25th
- K. Every day approved by the City Council as a public holiday, public fast, or a day of mourning
- L. Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department. Employees shall accrue twelve (12) hours of floating holiday time during the first full pay period in January and July each year.

If a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on one's regularly scheduled day off, holiday time shall be granted.

In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

Employees have a forty (40) hour maximum holiday accumulation.

Realizing that not all Safety Department Heads and Safety Deputy Directors are able to take holidays when they fall, as determined by the City Manager, such managers shall be compensated by being placed on a bi-weekly holiday factor. Holiday leave shall never accumulate to more than eighty (80) hours. Effective with the pay period starting December 29, 2019, such managers shall be compensated by receiving holiday-in-lieu pay at the rate of 5.0% of base pay each pay period.

VACATION

Vacations are essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. It is the policy of the City not to allow the excess accumulation of vacation leave. All full-time employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the City. The time at which an employee may take vacation shall take into consideration the needs of the City.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the City during a biweekly pay period.

The City Manager is authorized to provide at-will department heads with vacation accrual based upon the number of years of prior service with public entity employers. The City Manager and City Attorney are provided with this benefit.

The City Manager can provide new Department Heads and Deputy Directors with a balance of up to 80 hours of vacation leave upon hire. The City Manager and City Attorney are provided with this benefit.

Department Heads and Deputy Directors may not accrue more than two times (2x) their vacation leave.

Employees who leave employment shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned. Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.

VACATION SELL BACK

An employee may make an irrevocable election to sell back to the City eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. Elected hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

EXECUTIVE LEAVE

Department Heads and Deputy Directors shall accrue forty-eight (48) hours per year of executive leave, on a pay period basis. Executive leave shall have a maximum balance of eighty (80) hours. Department Heads and Deputy Directors may sell back up to forty (40) hours per calendar year, following the procedures outlined in 'VACATION SELL BACK'.

A Department Head may recommend to the City Manager that an additional amount of executive leave be authorized for a Deputy Director, up to an additional forty (40) hours. This additional leave may be granted based on excessive hours, the value of the extraordinary effort, and the performance of the employee. The City Manager has full discretion in deciding whether to grant additional leave. In the event that the additional hours take the employee over the eighty (80) hour maximum, they must sell back any hours above the maximum accumulation allowable.

SICK LEAVE

The purpose of sick leave is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege which employees can exercise in the event of his/her bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of their immediate family.

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work-related disability.

The City Manager can provide new Department Heads and Deputy Directors with up to 80 hours of sick leave upon hire. The City Manager and City Attorney are provided with this benefit.

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the City. This may include the submission of a doctor's certificate with prior notice.

Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family member means parent, spouse, domestic partner, son, daughter, domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the City Manager, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

Family Care Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period. The City-wide policy will adhere to applicable Federal and State laws.

Bereavement

In the event of a death in the immediate family, employees may take accrued sick leave of up to three (3) days (two (2) shifts for 56-hour employees), or up to five (5) days at the discretion of the City Manager. Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

Sick Leave Payout

Upon service or disability retirement, employees shall be paid fifty (50%) of their accrued sick leave up to a maximum of four hundred eighty (480) hours payment; see "DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)" section for more details. No payments of sick leave shall be due or owed to anyone who is terminated by the City.

DISABILITY LEAVE

The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the City. The Department Head is responsible for determining that only bona fide disability leave is taken.

For each disability, employees shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less the amount paid by Workers' Compensation. Disability in excess of that provided in this Section shall be compensated for only under the provisions of the Workers' Compensation Act of the State of California

If the sixty (60) working days is exhausted, additional time off may be charged to sick leave with the following exception; employees shall not be charged sick leave for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.

Additional compensation may be awarded by Resolution of the City Council to employees disabled or injured in line of duty, if recommended by the City Manager.

JURY LEAVE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Department Head immediately of the notice of jury duty.

MILITARY LEAVE

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws.

LEAVE OF ABSENCE WITHOUT PAY

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration, unless otherwise required by law.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the City. Any request for leave of absence shall be made in writing for review and approval by the City Manager.

LONG TERM DISABILITY INSURANCE

The City shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of full basic monthly salary less any deductible benefits.

SOCIAL SECURITY

Social Security for miscellaneous employees is paid equally by the City and the employee at 6.2% on the Social Security Wage Base. Safety employees hired on or after April 1, 1986 pay 1.45% as the Medicare cost of Social Security.

RETIREMENT

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (CalPERS). The City currently provides the following retirement benefits:

Safety

- 3% @ 50 Formula with Single Highest Year Final Compensation for safety employees hired before December 9, 2012.
- 3% @ 55 Formula with highest average annual pensionable compensation earned during 36 consecutive months of service for "classic" members hired on or after December 9, 2012.
- 2.7% @ 57 Formula with highest average annual pensionable compensation earned during 36 consecutive months of service for "new" members hired on or after January 1, 2013.
- 1959 Survivor Benefit Level 4
- COLA 2% in retirement
- Death Benefit (DB) Continues (spouse continues to get DB after remarriage)
- Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)
- Military Service Buyback
- Retired Death Benefit (DB) \$500
- Prior Service Credit

- Peace Corps: VISTA Buyback

Classic members with the 3% @ 50 Formula or 3% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members of PERS hired after January 1, 2013 with the 2.7% @ 57 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

Miscellaneous

- 2% @ 55 Formula with single highest year compensation for “classic members” hired before December 9, 2012
- 2% @ 55 Formula with three-year final compensation for “classic members” hired on or after December 9, 2012
- 2% @ 62 Formula with three-year final compensation for “new members” hired on or after January 1, 2013
- Social Security Coverage
- COLA 2% in retirement
- Death Benefit (DB) Continues (spouse continues to get DB after remarriage)
- Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)
- Military Service Buyback
- Retired Death Benefit (DB) \$500
- Prior Service Credit
- Peace Corps: VISTA Buyback

Classic members with the 2% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members hired after January 1, 2013 with the 2% @ 62 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

HEALTH INSURANCE

The City shall make contributions on behalf of employees eligible for Group Medical Coverage under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per employee per month. The City's health contribution during part-time employment shall be made on a pro rata basis in accordance to hours on the payroll.

The City shall make available to eligible current and retired employees, benefits equal to the Meyers-Geddes State Employees' Medical and Hospital Care Act.

FLEXIBLE BENEFITS PLAN

All contributions to the flexible benefits plan are contingent upon compliance with state and federal rules and regulations. Benefits shall be taxed as required by law.

The City shall contribute up to \$1,797.71 (inclusive of the \$160 maximum City contribution towards group medical insurance) per month towards the flexible benefit plan.

On January 1, 2019 and each January during the term of this Agreement, the City's contribution to the Plan will be increased up to 100% of the Bay Area Kaiser Single rate, 90% of the Bay Area Kaiser Two-Party rate, and 90% of the Bay Area Kaiser Family rate.

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required

prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive \$160.00 per month as taxable income.

LIFE INSURANCE

The City shall provide \$50,000 life insurance and \$10,000 accidental death and dismemberment insurance without regard to membership in any health plan.

DENTAL INSURANCE

The City shall provide dental care benefits for employees and their dependents including domestic partners. The dental benefits 100/80/80 include a maximum calendar year payment of \$3,000 and 50% orthodontic coverage with a \$3,500 lifetime maximum.

VISION INSURANCE

Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25).

MONTHLY AUTO ALLOWANCE OR MILEAGE ALLOWANCE

The City Manager and City Attorney shall receive a \$375.00 monthly allowance. With City Manager approval, department heads shall receive a \$375.00 monthly auto allowance.

Upon department head recommendation and City Manager approval, certain deputy directors shall receive a \$300.00 monthly auto allowance.

Employees that do not receive a monthly auto allowance and must use their private vehicles for official city business shall be reimbursed at the IRS established rate.

UNIFORM ALLOWANCE

The Police Chief and Deputy Police Chief shall receive \$36.73 per pay period.

DAMAGE REIMBURSEMENT

Safety employees shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

HOUSING ASSISTANCE

It shall be the policy of the City to assist newly appointed Charter Officers, consisting of the City Manager, City Attorney and Department Heads, to reside within the City of San Mateo by making available, as part of their compensation, a secured loan of City funds to acquire local housing. Said loans shall be made available only upon the following terms and conditions:

- It shall constitute a part of the compensation for said employees' services, to be evidenced by a separate written agreement entered into at or near the time of initial appointment.
- The loan shall not exceed an amount which is equal to four (4) times the appointee's annual compensation.
- The loan shall be available only upon residential property within the City which is, in fact, the residence of the employee, and shall be due and payable in full upon termination of the employment.
- The loan must be secured to the satisfaction of the City Council, and evidenced by a promissory note secured by a deed of trust, which shall be due and payable in full upon sale or transfer of the property, or upon termination of the employment of the employee borrower, whichever occurs first.

- The interest rate initially charged on the loan shall equal the interest rate received by the City on the investment of all City funds for the most recently concluded calendar year, as calculated and determined by the City Treasurer. The initial interest rate shall remain constant for five years from date of the initial agreement and shall thereafter be adjusted on each fifth anniversary of the agreement to the interest rate received by the City for the then most recently concluded calendar year.

DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)

Employees are eligible to participate in the City-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

Effective September 10, 2017, the RHSA Plan was modified regarding contributions and separation pay to reflect the following:

Safety Department Heads hired by the City before June 1, 2000:

- 1% City contribution to deferred compensation
- No leave balances to RHSA upon separation from City Service

Safety Department Heads hired by the City on or after June 1, 2000:

- 1% City contribution to RHSA
- 100% of eligible sick leave, and 100% of discretionary leave to RHSA upon separation from City Service

Miscellaneous Department Heads hired before January 1, 1977:

- 2% Employee/City match to deferred compensation
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave, and 50% of discretionary leave, to RHSA upon separation from City Service

City Manager, City Attorney, and Miscellaneous Department Heads hired on or after January 1, 1977:

- 2% Employee / City match to RHSA
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave, and 100% of vacation leave, to RHSA upon separation from City service

Safety Deputy Directors:

- 2% Employee contribution to RHSA
- 1% City contribution to deferred compensation
- 100% of eligible sick leave, and 100% of vacation leave, to RHSA upon separation from City Service

Miscellaneous Deputy Directors:

- \$50.00 per pay period employee contribution to RHSA
- 2% Employee / City match to deferred compensation
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave to RHSA upon from City service

SEVERANCE

Employees separating from the City shall not be allowed to remain on the payroll after their last day at work. Severance payment shall be provided in a lump-sum for all leave accrual eligible for payout. The intent of this paragraph is to prevent employees from running out vacation and thereafter not returning to work or returning for only a very short time period.

With City Manager approval, Department Heads shall be eligible for severance payment equal to as much as six months of base salary and six months benefits payment or continuation of benefits upon involuntary termination without "just cause".

PROFESSIONAL DUES

Upon request, the City shall pay a reasonable amount for membership dues for one professional organization for each employee.

PERFORMANCE EVALUATIONS

Employee performance goals are set early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals should occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year.

EMPLOYMENT PROVISIONS SPECIFICALLY FOR DEPUTY DIRECTORS

PROBATIONARY PERIOD

The probationary period is the length of time required for an employee to become proficient in his/her position, and for the Department Head to adequately judge the proficiency. The standard probationary period shall be twelve months, but the Department Head may shorten or lengthen it by up to six months depending on the proven proficiency of the probationer.

LIMITED DURATION POSITION

The City may hire employees in limited duration positions (non-permanent positions) that will not exceed three (3) years for any of the following reasons: (1) where the position is created for a project(s) or work that is expected to be completed within three (3) years; (2) where the position is funded by grant funds of three (3) or less years in duration; or (3) where the position is funded by moneys from capital or enterprise funds that may be unavailable after three (3) years. Employees shall be informed of the duration of the position at the time of employment. At the end of the position's duration, employment shall terminate and the employee shall not have layoff rights, bumping rights, severance payments or reemployment rights. This provision shall supersede Personnel Rule Sections 1 (13) and (24). Should an employee who was originally hired to fill a limited duration position be later appointed to a permanent merit position, his/her hire date will be that date that service began in the limited duration position.

CONTINUOUS SERVICE

Continuous service shall mean service in any merit classification since original appointment with the City, excluding any time prior to a break in service. One (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation leave. Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

LAYOFF

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hours reduction in excess of twenty percent (20%) without exercising their layoff rights). The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth.

Seniority for purposes of layoff need not be continuous and shall include total accumulated length of service under the following types of appointment:

- Emergency appointment under SMMC 2.57.60(h) or previous SMMC Section 2.57.020 (11).
- Regular appointment under SMMC 2.57.080.
- Provisional appointment under SMMC 2.57.070(d).
- Appointment as City Manager's assistants under SMMC 2.57.060(a) from a position in the classified service.
- Appointment as a Department Head under SMMC 2.57.060(d) from a position in the classified service.

In the case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

Seniority for Layoff Purposes

- The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.
- For the purposes of Bumping Rights, seniority is defined as seniority within the classification and seniority in a directly related higher classification; i.e., a classification that is within the promotional line and has a higher salary.

Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 22.2, provided the following conditions are met:

- The formerly held classification exists and has positions allocated and budgeted. Formerly held position includes successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.
- The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- If the employee has more than one formerly held City classification, they shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the "most recently held" classification.

Mutually Agreed Upon Transfer

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- The City may test the ability of the employee for the position prior to City's decision on whether it will mutually agree to the transfer;
- The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks of pay for each

complete year of service, to a maximum of six (6) months' worth of pay. The City shall make arrangements to provide employees laid off with job search assistance for forty-five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

Salary in Event of Change Due to Layoff

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

Notice of Layoff

The City will notice the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been provided to the Human Resources Department by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, reemployment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state their decision, the City shall select an option and City's decision shall not be subject to appeal. The City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

Effective Date of Layoff

Thirty (30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date, provided, however, that where an appeal is successful and the layoff is nullified the employee shall be provided salary and benefits as if there was not a layoff.

Appeal of Layoff

An employee may not appeal the decision to lay off his/her position, but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager/designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and the Association. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Office stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five (5) calendar days of the hearing.

Recall and Reinstatement

Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which they were laid off or bumped.

When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were

laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of the recall notice. If employees fail to respond within fourteen (14) calendar days of notice to the City, they shall lose all recall rights. It is the responsibility of the employee who has been laid off to keep the City informed of their address and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

Employees reinstated after layoff shall be treated as though they have been on leave of absence without pay in computing salary, vacation, sick leave and other benefits. The right to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

REEMPLOYMENT

Any permanent employee, separated from a position through resignation and without fault of delinquency on their part, upon recommendation of the reemploying Department Head may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment. Reemployed employees shall be subject to a probationary period, and upon the recommendation of the reemploying Department Head, may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.

DISCIPLINARY ACTION

Employees who are safety personnel covered by the Police Officers' Bill of Rights (POBR) shall continue to have those rights afforded them.

The term "disciplinary action" shall include the following actions which may be taken by a Department Head:

- A. Letter of Reprimand (for employees covered by the POBR only)
- B. Suspension without pay up to thirty (30) calendar days;
- C. Salary reduction;
- D. Demotion; or
- E. Dismissal

A reduction in hours or a change in schedule, scheduling for workload reasons, a change in work assignment, layoff, letter of reprimand, and performance evaluations shall not be considered as discipline (unless otherwise noted above).

Whenever a disciplinary action is proposed to be taken against a deputy director, he/she shall be notified in writing of the proposed disciplinary action at least five (5) working days in advance of the pre-disciplinary ("Skelly") hearing. "Working days" is defined as days on which City Hall is open for business. Such written notification shall include a statement of the proposed disciplinary action to be taken; a statement of the facts upon which the disciplinary action is based which shall set forth clearly and with

such particularity the charges against the employee so he/she can understand said charges; a statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies; and a statement describing any actions taken against the employee in the past.

Whenever disciplinary action is taken against a deputy director, he/she shall be notified in writing of the action taken. Such written notification shall include a statement of the disciplinary action taken; a statement of the facts upon which the disciplinary action is based, which shall set forth clearly and with such particularity the charges against the employee so he/she can understand said charges; a statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies; a statement describing any actions taken against the employee in the past; and a statement advising the employee that the written notice is to be placed in his/her official personnel file and that he/she has a right to appeal to the Personnel Board. A Department Head may impose discipline immediately.

APPEAL OF DISCIPLINARY ACTION

A deputy director can appeal the receipt of disciplinary action to the Personnel Board by delivering a written notice of appeal to the Human Resources Department within ten (10) working days of the date the written notice of disciplinary action was served upon him/her. In the event the deputy director fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the disciplinary action shall become final, and the Deputy Director shall have no further right to appeal.

The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:

1. The name and address of the deputy director;
2. The date of the disciplinary action and a statement to the effect that the deputy director appeals the disciplinary action; and
3. The notice of appeal shall be dated and signed by the deputy director or by his/her representative.

When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Human Resources Director shall schedule the matter for hearing. For a Letter of Reprimand (for employees covered by the POBR only), the hearing is with the Department Head or his/her designee. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the hearing is scheduled at the next available regular meeting of the Personnel Board at least fifteen (15) working days after receipt of the notice of appeal.

For Letters of Reprimand issued to employees covered by the POBR, the Department Head or his/her designee shall render a final decision concerning the appeal following the hearing, within ten (10) days after the matter is submitted. The decision of the Department Head or his/her designee shall be final and conclusive. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the Personnel Board shall render written findings and recommendations and final decisions concerning the appeal within ten (10) working days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

SAFETY SHOES

The City shall provide a reimbursement of up to \$200.00 every two years for one (1) pair of safety shoes for classifications approved for reimbursement by the department head as deemed necessary. Said reimbursement shall be paid against official receipts for safety shoe expenditures. Safety shoes shall be defined by a classification's standard or by the employee's department head.

Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan

ATTACHMENT 1

City Manager and City Attorney

The salary for City Manager was effective August 21, 2023 based on City Council action taken on June 20, 2023. The salary for City Attorney was effective October 16, 2022 based on City Council action taken on October 3, 2022.

TITLE	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CITY MANAGER	\$162.50	\$13,000.00	\$28,166.67	\$338,000.00
CITY ATTORNEY	\$127.50	\$10,200.00	\$22,100.00	\$265,200.00

Salary is based on a 40-hour work week.

Department Heads

Effective October 29, 2023, the City Manager shall establish salaries for department heads for their respective positions at a step within the monthly ranges indicated below.

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
1260	ASST CITY MANAGER	STEP 1	123.32	9,865.73	21,375.76	256,509.10
		STEP 2	129.49	10,359.02	22,444.55	269,334.56
		STEP 3	135.96	10,876.97	23,566.77	282,801.28
1140	CHIEF OF POLICE	STEP 1	126.15	10,092.27	21,866.59	262,399.12
		STEP 2	132.46	10,596.88	22,959.91	275,518.97
		STEP 3	139.08	11,126.73	24,107.91	289,294.89
1230	CITY CLERK	STEP 1	93.89	7,511.11	16,274.08	195,288.92
		STEP 2	98.58	7,886.66	17,087.77	205,053.27
		STEP 3	103.51	8,281.00	17,942.16	215,305.96
1210	CITY LIBRARIAN	STEP 1	105.90	8,472.17	18,356.36	220,276.37
		STEP 2	111.20	8,895.78	19,274.18	231,290.22
		STEP 3	116.76	9,340.56	20,237.89	242,854.69
1160	DIR COMM DEVELOPMENT	STEP 1	106.02	8,481.29	18,376.12	220,513.49
		STEP 2	111.32	8,905.35	19,294.93	231,539.20
		STEP 3	116.88	9,350.62	20,259.68	243,116.15
1270	DIR INFO TECHNOLOGY	STEP 1	103.28	8,262.23	17,901.49	214,817.87
		STEP 2	108.44	8,675.33	18,796.55	225,558.66
		STEP 3	113.86	9,109.10	19,736.39	236,836.71
1250	DIR PARKS & RECREATION	STEP 1	106.02	8,481.29	18,376.12	220,513.49
		STEP 2	111.32	8,905.35	19,294.93	231,539.20

		STEP 3	116.88	9,350.62	20,259.68	243,116.15
1120	DIR PUBLIC WORKS	STEP 1	111.94	8,955.56	19,403.71	232,844.48
		STEP 2	117.54	9,403.33	20,373.89	244,486.70
		STEP 3	123.42	9,873.50	21,392.59	256,711.11
1220	FINANCE DIRECTOR	STEP 1	111.69	8,935.25	19,359.71	232,316.58
		STEP 2	117.28	9,382.01	20,327.69	243,932.34
		STEP 3	123.14	9,851.12	21,344.09	256,129.04
1180	HUMAN RESOURCES DIR	STEP 1	103.28	8,262.23	17,901.49	214,817.87
		STEP 2	108.44	8,675.33	18,796.55	225,558.66
		STEP 3	113.86	9,109.10	19,736.39	236,836.71

Salary is based on a 40-hour work week.

Deputy Directors

The Department Head, with City Manager concurrence, has the authority to fix compensation for his/her respective Deputy Director(s) in the same manner the City Manager establishes salary for department heads. A deputy director who disagrees with his/her placement within the range may discuss it with the City Manager.

Effective March 5,2023, the deputy directors of city departments shall receive monthly salaries for their respective positions at a step within the monthly ranges indicated below.

Effective Date: 3/5/23

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2237	DEPUTY CITY LIBRARIAN	STEP 1	80.11	6,409.08	13,886.33	166,635.96
		STEP 2	84.12	6,729.52	14,580.63	174,967.61
		STEP 3	88.33	7,066.00	15,309.67	183,716.09
2135	DEPUTY CDD DIRECTOR	STEP 1	92.19	7,375.03	15,979.23	191,750.71
		STEP 2	96.80	7,743.77	16,778.17	201,338.10
		STEP 3	101.64	8,130.96	17,617.09	211,405.09
2271	DEPUTY DIRECTOR PARKS & REC	STEP 1	88.29	7,063.56	15,304.39	183,652.69
		STEP 2	92.71	7,416.74	16,069.61	192,835.35
		STEP 3	97.34	7,787.58	16,873.08	202,477.02

2117	DEP DIR PUBLIC WORKS	STEP 1	90.94	7,275.56	15,763.72	189,164.61
		STEP 2	95.49	7,639.34	16,551.91	198,622.95
		STEP 3	100.27	8,021.30	17,379.49	208,553.91
2545	DEPUTY POLICE CHIEF	STEP 1	114.39	9,151.06	19,827.30	237,927.59
		STEP 2	120.11	9,608.61	20,818.66	249,823.90
		STEP 3	126.11	10,089.04	21,859.59	262,315.13
2029	DEPUTY DIRECTOR OF FINANCE	STEP 1	89.35	7,148.20	15,487.77	185,853.29
		STEP 2	93.82	7,505.62	16,262.17	195,146.02
		STEP 3	98.51	7,880.89	17,075.27	204,903.26

Salary is based on a 40-hour work week.

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

**APPROVING AMENDMENTS TO THE DEPARTMENT HEAD
AND DEPUTY DIRECTOR COMPENSATION PLAN**

WHEREAS, the Department Heads are not represented by a bargaining group, and compensation is determined by the City Council; and

WHEREAS, executive positions consist of the at-will heads of city departments who serve at the pleasure of the City Manager; and

WHEREAS, a consolidated compensation plan specific to the Department Heads and Deputy Directors has been set forth in a resolution; and

WHEREAS, the City Manager updated the Assistant City Manager (ACM) job specification to include additional duties and responsibilities, which elevates and broadens the scope of the ACM role; and,

WHEREAS, additional responsibilities include supervision of multiple Department Heads and their associated departments as assigned, conducting specific and comprehensive analyses of a wide range of municipal policies and procedures, leading multi-departmental initiatives, and representing the City Manager's interests in these efforts; and

WHEREAS: the ACM will also serve as the City Manager in the City Manager's absences or as assigned, work closely with the City Manager and Department Heads as assigned to implement City Council policy directives and enable the development and implementation of related goals, objectives, and policies; and

WHEREAS, the compensation survey and compaction analysis recommends a thirteen (13.0%) increase effective October 29, 2023, to the salary range for Assistant City Manager; and,

WHEREAS, the resolution results in an estimated \$37,600 in additional cost per fiscal year for the Assistant City Manager; and

WHEREAS, for Fiscal Year 2023-24, the City Manager's operating budget will be able to absorb any additional costs.

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. The amendments to the Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan, for Assistant City Manager classification, is approved as follows:

Salary: 13.0% increase for the Assistant City Manager classification effective October 29, 2023.

3. The Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan, including the salaries set forth in Exhibit A Attachment 1 attached hereto are approved.

EXHIBIT A

CONSOLIDATED CITY MANAGER, CITY ATTORNEY, DEPARTMENT HEAD AND DEPUTY DIRECTOR COMPENSATION PLAN

SALARY

Successful employee performance is a key factor in determining compensation.

Salaries have been established for the City Manager and the City Attorney. The current amounts are listed in Attachment 1.

A three-step salary range has been established for each Department Head and Deputy Director classification. The proposed salary range for the revised Assistant City Manager classification with ~~four-a~~ thirteen percent (413.0%) increases, ~~are-is~~ listed in Attachment 1. Salary placement is based upon performance review and experience.

The City Manager is authorized to offer unrepresented management employees or potential unrepresented management employees, on a case by case basis, additional fringe benefits incentives, not to exceed 10% of the position's base salary.

TEMPORARY UPGRADE PAY

In the event the City Manager determines that it is necessary to assign a Department Head or Deputy Director to perform all of the duties of a higher paid classification for two or more consecutive workweeks, he/she shall receive payment for the higher classification for the entire duration of the assignment. The City Manager shall set the salary within the established salary range. Except with the approval of the City Manager, a temporary upgrade assignment shall not continue for longer than one year.

When an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may petition the City Manager for a differential in pay of up to 10%, to be determined by duties assigned for this work out of class.

EMERGENCY WORK

In the event a City Council declared emergency necessitates the devotion of excessive working time by certain management employees in order to maintain essential public services, the City Manager may authorize overtime on a case-by-case basis. Such authorization shall terminate upon cessation of the City Council declared emergency.

PERSONAL TRAINING

Department Heads and Deputy Directors are encouraged to attend instructional programs, conferences and seminars as available in the department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the City Manager.

LEAVE ACCRUALS

Employees shall accrue vacation leave, sick leave and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment.

Absences of less than four hours shall not be deducted from leave balances. Employees are expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

HOLIDAYS

The holidays to be observed are as follows:

- A. New Year's Day, January 1st
- B. Martin Luther King's Birthday, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. Labor Day, 1st Monday in September
- G. Veteran's Day, November 11
- H. Thanksgiving Day, 4th Thursday in November
- I. The day after Thanksgiving
- J. Christmas Day, December 25th
- K. Every day approved by the City Council as a public holiday, public fast, or a day of mourning
- L. Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department. Employees shall accrue twelve (12) hours of floating holiday time during the first full pay period in January and July each year.

If a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on one's regularly scheduled day off, holiday time shall be granted.

In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

Employees have a forty (40) hour maximum holiday accumulation.

Realizing that not all Safety Department Heads and Safety Deputy Directors are able to take holidays when they fall, as determined by the City Manager, such managers shall be compensated by being placed on a bi-weekly holiday factor. Holiday leave shall never accumulate to more than eighty (80) hours. Effective with the pay period starting December 29, 2019, such managers shall be compensated by receiving holiday-in-lieu pay at the rate of 5.0% of base pay each pay period.

VACATION

Vacations are essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. It is the policy of the City not to allow the excess accumulation of vacation leave. All full-time employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the City. The time at which an employee may take vacation shall take into consideration the needs of the City.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the City during a biweekly pay period.

The City Manager is authorized to provide at-will department heads with vacation accrual based upon the number of years of prior service with public entity employers. The City Manager and City Attorney are provided with this benefit.

The City Manager can provide new Department Heads and Deputy Directors with a balance of up to 80 hours of vacation leave upon hire. The City Manager and City Attorney are provided with this benefit.

Department Heads and Deputy Directors may not accrue more than two times (2x) their vacation leave.

Employees who leave employment shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned. Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.

VACATION SELL BACK

An employee may make an irrevocable election to sell back to the City eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. Elected hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

EXECUTIVE LEAVE

Department Heads and Deputy Directors shall accrue forty-eight (48) hours per year of executive leave, on a pay period basis. Executive leave shall have a maximum balance of eighty (80) hours. Department Heads and Deputy Directors may sell back up to forty (40) hours per calendar year, following the procedures outlined in 'VACATION SELL BACK'.

A Department Head may recommend to the City Manager that an additional amount of executive leave be authorized for a Deputy Director, up to an additional forty (40) hours. This additional leave may be granted based on excessive hours, the value of the extraordinary effort, and the performance of the employee. The City Manager has full discretion in deciding whether to grant additional leave. In the event that the additional hours take the employee over the eighty (80) hour maximum, they must sell back any hours above the maximum accumulation allowable.

SICK LEAVE

The purpose of sick leave is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege which employees can exercise in the event of his/her bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of their immediate family.

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work-related disability.

The City Manager can provide new Department Heads and Deputy Directors with up to 80 hours of sick leave upon hire. The City Manager and City Attorney are provided with this benefit.

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the City. This may include the submission of a doctor's certificate with prior notice.

Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family member means parent, spouse, domestic partner, son, daughter, domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the City Manager, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

Family Care Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period. The City-wide policy will adhere to applicable Federal and State laws.

Bereavement

In the event of a death in the immediate family, employees may take accrued sick leave of up to three (3) days (two (2) shifts for 56-hour employees), or up to five (5) days at the discretion of the City Manager. Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

Sick Leave Payout

Upon service or disability retirement, employees shall be paid fifty (50%) of their accrued sick leave up to a maximum of four hundred eighty (480) hours payment; see "DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)" section for more details. No payments of sick leave shall be due or owed to anyone who is terminated by the City.

DISABILITY LEAVE

The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the City. The Department Head is responsible for determining that only bona fide disability leave is taken.

For each disability, employees shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less the amount paid by Workers' Compensation. Disability in excess of that provided in this Section shall be compensated for only under the provisions of the Workers' Compensation Act of the State of California

If the sixty (60) working days is exhausted, additional time off may be charged to sick leave with the following exception; employees shall not be charged sick leave for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.

Additional compensation may be awarded by Resolution of the City Council to employees disabled or injured in line of duty, if recommended by the City Manager.

JURY LEAVE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Department Head immediately of the notice of jury duty.

MILITARY LEAVE

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws.

LEAVE OF ABSENCE WITHOUT PAY

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration, unless otherwise required by law.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the City. Any request for leave of absence shall be made in writing for review and approval by the City Manager.

LONG TERM DISABILITY INSURANCE

The City shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of full basic monthly salary less any deductible benefits.

SOCIAL SECURITY

Social Security for miscellaneous employees is paid equally by the City and the employee at 6.2% on the Social Security Wage Base. Safety employees hired on or after April 1, 1986 pay 1.45% as the Medicare cost of Social Security.

RETIREMENT

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (CalPERS). The City currently provides the following retirement benefits:

Safety

- 3% @ 50 Formula with Single Highest Year Final Compensation for safety employees hired before December 9, 2012.
- 3% @ 55 Formula with highest average annual pensionable compensation earned during 36 consecutive months of service for "classic" members hired on or after December 9, 2012.
- 2.7% @ 57 Formula with highest average annual pensionable compensation earned during 36 consecutive months of service for "new" members hired on or after January 1, 2013.
- 1959 Survivor Benefit Level 4
- COLA 2% in retirement
- Death Benefit (DB) Continues (spouse continues to get DB after remarriage)
- Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)
- Military Service Buyback
- Retired Death Benefit (DB) \$500
- Prior Service Credit

- Peace Corps: VISTA Buyback

Classic members with the 3% @ 50 Formula or 3% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members of PERS hired after January 1, 2013 with the 2.7% @ 57 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

Miscellaneous

- 2% @ 55 Formula with single highest year compensation for “classic members” hired before December 9, 2012
- 2% @ 55 Formula with three-year final compensation for “classic members” hired on or after December 9, 2012
- 2% @ 62 Formula with three-year final compensation for “new members” hired on or after January 1, 2013
- Social Security Coverage
- COLA 2% in retirement
- Death Benefit (DB) Continues (spouse continues to get DB after remarriage)
- Pre-Retirement Option 2 DB (If retirement eligible employee dies prior to retirement, spouse can elect to get ongoing retirement benefits)
- Military Service Buyback
- Retired Death Benefit (DB) \$500
- Prior Service Credit
- Peace Corps: VISTA Buyback

Classic members with the 2% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members hired after January 1, 2013 with the 2% @ 62 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

HEALTH INSURANCE

The City shall make contributions on behalf of employees eligible for Group Medical Coverage under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per employee per month. The City's health contribution during part-time employment shall be made on a pro rata basis in accordance to hours on the payroll.

The City shall make available to eligible current and retired employees, benefits equal to the Meyers-Geddes State Employees' Medical and Hospital Care Act.

FLEXIBLE BENEFITS PLAN

All contributions to the flexible benefits plan are contingent upon compliance with state and federal rules and regulations. Benefits shall be taxed as required by law.

The City shall contribute up to \$1,797.71 (inclusive of the \$160 maximum City contribution towards group medical insurance) per month towards the flexible benefit plan.

On January 1, 2019 and each January during the term of this Agreement, the City's contribution to the Plan will be increased up to 100% of the Bay Area Kaiser Single rate, 90% of the Bay Area Kaiser Two-Party rate, and 90% of the Bay Area Kaiser Family rate.

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required

prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive \$160.00 per month as taxable income.

LIFE INSURANCE

The City shall provide \$50,000 life insurance and \$10,000 accidental death and dismemberment insurance without regard to membership in any health plan.

DENTAL INSURANCE

The City shall provide dental care benefits for employees and their dependents including domestic partners. The dental benefits 100/80/80 include a maximum calendar year payment of \$3,000 and 50% orthodontic coverage with a \$3,500 lifetime maximum.

VISION INSURANCE

Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25).

MONTHLY AUTO ALLOWANCE OR MILEAGE ALLOWANCE

The City Manager and City Attorney shall receive a \$375.00 monthly allowance. With City Manager approval, department heads shall receive a \$375.00 monthly auto allowance.

Upon department head recommendation and City Manager approval, certain deputy directors shall receive a \$300.00 monthly auto allowance.

Employees that do not receive a monthly auto allowance and must use their private vehicles for official city business shall be reimbursed at the IRS established rate.

UNIFORM ALLOWANCE

The Police Chief and Deputy Police Chief shall receive \$36.73 per pay period.

DAMAGE REIMBURSEMENT

Safety employees shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

HOUSING ASSISTANCE

It shall be the policy of the City to assist newly appointed Charter Officers, consisting of the City Manager, City Attorney and Department Heads, to reside within the City of San Mateo by making available, as part of their compensation, a secured loan of City funds to acquire local housing. Said loans shall be made available only upon the following terms and conditions:

- It shall constitute a part of the compensation for said employees' services, to be evidenced by a separate written agreement entered into at or near the time of initial appointment.
- The loan shall not exceed an amount which is equal to four (4) times the appointee's annual compensation.
- The loan shall be available only upon residential property within the City which is, in fact, the residence of the employee, and shall be due and payable in full upon termination of the employment.
- The loan must be secured to the satisfaction of the City Council, and evidenced by a promissory note secured by a deed of trust, which shall be due and payable in full upon sale or transfer of the property, or upon termination of the employment of the employee borrower, whichever occurs first.

- The interest rate initially charged on the loan shall equal the interest rate received by the City on the investment of all City funds for the most recently concluded calendar year, as calculated and determined by the City Treasurer. The initial interest rate shall remain constant for five years from date of the initial agreement and shall thereafter be adjusted on each fifth anniversary of the agreement to the interest rate received by the City for the then most recently concluded calendar year.

DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)

Employees are eligible to participate in the City-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

Effective September 10, 2017, the RHSA Plan was modified regarding contributions and separation pay to reflect the following:

Safety Department Heads hired by the City before June 1, 2000:

- 1% City contribution to deferred compensation
- No leave balances to RHSA upon separation from City Service

Safety Department Heads hired by the City on or after June 1, 2000:

- 1% City contribution to RHSA
- 100% of eligible sick leave, and 100% of discretionary leave to RHSA upon separation from City Service

Miscellaneous Department Heads hired before January 1, 1977:

- 2% Employee/City match to deferred compensation
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave, and 50% of discretionary leave, to RHSA upon separation from City Service

City Manager, City Attorney, and Miscellaneous Department Heads hired on or after January 1, 1977:

- 2% Employee / City match to RHSA
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave, and 100% of vacation leave, to RHSA upon separation from City service

Safety Deputy Directors:

- 2% Employee contribution to RHSA
- 1% City contribution to deferred compensation
- 100% of eligible sick leave, and 100% of vacation leave, to RHSA upon separation from City Service

Miscellaneous Deputy Directors:

- \$50.00 per pay period employee contribution to RHSA
- 2% Employee / City match to deferred compensation
- 0.5% City contribution to deferred compensation
- 100% of eligible sick leave to RHSA upon from City service

SEVERANCE

Employees separating from the City shall not be allowed to remain on the payroll after their last day at work. Severance payment shall be provided in a lump-sum for all leave accrual eligible for payout. The intent of this paragraph is to prevent employees from running out vacation and thereafter not returning to work or returning for only a very short time period.

With City Manager approval, Department Heads shall be eligible for severance payment equal to as much as six months of base salary and six months benefits payment or continuation of benefits upon involuntary termination without "just cause".

PROFESSIONAL DUES

Upon request, the City shall pay a reasonable amount for membership dues for one professional organization for each employee.

PERFORMANCE EVALUATIONS

Employee performance goals are set early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals should occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year.

EMPLOYMENT PROVISIONS SPECIFICALLY FOR DEPUTY DIRECTORS

PROBATIONARY PERIOD

The probationary period is the length of time required for an employee to become proficient in his/her position, and for the Department Head to adequately judge the proficiency. The standard probationary period shall be twelve months, but the Department Head may shorten or lengthen it by up to six months depending on the proven proficiency of the probationer.

LIMITED DURATION POSITION

The City may hire employees in limited duration positions (non-permanent positions) that will not exceed three (3) years for any of the following reasons: (1) where the position is created for a project(s) or work that is expected to be completed within three (3) years; (2) where the position is funded by grant funds of three (3) or less years in duration; or (3) where the position is funded by moneys from capital or enterprise funds that may be unavailable after three (3) years. Employees shall be informed of the duration of the position at the time of employment. At the end of the position's duration, employment shall terminate and the employee shall not have layoff rights, bumping rights, severance payments or reemployment rights. This provision shall supersede Personnel Rule Sections 1 (13) and (24). Should an employee who was originally hired to fill a limited duration position be later appointed to a permanent merit position, his/her hire date will be that date that service began in the limited duration position.

CONTINUOUS SERVICE

Continuous service shall mean service in any merit classification since original appointment with the City, excluding any time prior to a break in service. One (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation leave. Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

LAYOFF

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hours reduction in excess of twenty percent (20%) without exercising their layoff rights). The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth.

Seniority for purposes of layoff need not be continuous and shall include total accumulated length of service under the following types of appointment:

- Emergency appointment under SMMC 2.57.60(h) or previous SMMC Section 2.57.020 (11).
- Regular appointment under SMMC 2.57.080.
- Provisional appointment under SMMC 2.57.070(d).
- Appointment as City Manager's assistants under SMMC 2.57.060(a) from a position in the classified service.
- Appointment as a Department Head under SMMC 2.57.060(d) from a position in the classified service.

In the case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

Seniority for Layoff Purposes

- The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.
- For the purposes of Bumping Rights, seniority is defined as seniority within the classification and seniority in a directly related higher classification; i.e., a classification that is within the promotional line and has a higher salary.

Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 22.2, provided the following conditions are met:

- The formerly held classification exists and has positions allocated and budgeted. Formerly held position includes successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.
- The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- If the employee has more than one formerly held City classification, they shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the "most recently held" classification.

Mutually Agreed Upon Transfer

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- The City may test the ability of the employee for the position prior to City's decision on whether it will mutually agree to the transfer;
- The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks of pay for each

complete year of service, to a maximum of six (6) months' worth of pay. The City shall make arrangements to provide employees laid off with job search assistance for forty-five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

Salary in Event of Change Due to Layoff

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

Notice of Layoff

The City will notice the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been provided to the Human Resources Department by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, reemployment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state their decision, the City shall select an option and City's decision shall not be subject to appeal. The City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

Effective Date of Layoff

Thirty (30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date, provided, however, that where an appeal is successful and the layoff is nullified the employee shall be provided salary and benefits as if there was not a layoff.

Appeal of Layoff

An employee may not appeal the decision to lay off his/her position, but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager/designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and the Association. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Office stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five (5) calendar days of the hearing.

Recall and Reinstatement

Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which they were laid off or bumped.

When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were

laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of the recall notice. If employees fail to respond within fourteen (14) calendar days of notice to the City, they shall lose all recall rights. It is the responsibility of the employee who has been laid off to keep the City informed of their address and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

Employees reinstated after layoff shall be treated as though they have been on leave of absence without pay in computing salary, vacation, sick leave and other benefits. The right to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

REEMPLOYMENT

Any permanent employee, separated from a position through resignation and without fault of delinquency on their part, upon recommendation of the reemploying Department Head may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment. Reemployed employees shall be subject to a probationary period, and upon the recommendation of the reemploying Department Head, may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.

DISCIPLINARY ACTION

Employees who are safety personnel covered by the Police Officers' Bill of Rights (POBR) shall continue to have those rights afforded them.

The term "disciplinary action" shall include the following actions which may be taken by a Department Head:

- A. Letter of Reprimand (for employees covered by the POBR only)
- B. Suspension without pay up to thirty (30) calendar days;
- C. Salary reduction;
- D. Demotion; or
- E. Dismissal

A reduction in hours or a change in schedule, scheduling for workload reasons, a change in work assignment, layoff, letter of reprimand, and performance evaluations shall not be considered as discipline (unless otherwise noted above).

Whenever a disciplinary action is proposed to be taken against a deputy director, he/she shall be notified in writing of the proposed disciplinary action at least five (5) working days in advance of the pre-disciplinary ("Skelly") hearing. "Working days" is defined as days on which City Hall is open for business. Such written notification shall include a statement of the proposed disciplinary action to be taken; a statement of the facts upon which the disciplinary action is based which shall set forth clearly and with

such particularity the charges against the employee so he/she can understand said charges; a statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies; and a statement describing any actions taken against the employee in the past.

Whenever disciplinary action is taken against a deputy director, he/she shall be notified in writing of the action taken. Such written notification shall include a statement of the disciplinary action taken; a statement of the facts upon which the disciplinary action is based, which shall set forth clearly and with such particularity the charges against the employee so he/she can understand said charges; a statement indicating the cause for the disciplinary action pursuant to the Personnel Rules or other relevant City policies; a statement describing any actions taken against the employee in the past; and a statement advising the employee that the written notice is to be placed in his/her official personnel file and that he/she has a right to appeal to the Personnel Board. A Department Head may impose discipline immediately.

APPEAL OF DISCIPLINARY ACTION

A deputy director can appeal the receipt of disciplinary action to the Personnel Board by delivering a written notice of appeal to the Human Resources Department within ten (10) working days of the date the written notice of disciplinary action was served upon him/her. In the event the deputy director fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the disciplinary action shall become final, and the Deputy Director shall have no further right to appeal.

The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:

1. The name and address of the deputy director;
2. The date of the disciplinary action and a statement to the effect that the deputy director appeals the disciplinary action; and
3. The notice of appeal shall be dated and signed by the deputy director or by his/her representative.

When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Human Resources Director shall schedule the matter for hearing. For a Letter of Reprimand (for employees covered by the POBR only), the hearing is with the Department Head or his/her designee. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the hearing is scheduled at the next available regular meeting of the Personnel Board at least fifteen (15) working days after receipt of the notice of appeal.

For Letters of Reprimand issued to employees covered by the POBR, the Department Head or his/her designee shall render a final decision concerning the appeal following the hearing, within ten (10) days after the matter is submitted. The decision of the Department Head or his/her designee shall be final and conclusive. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the Personnel Board shall render written findings and recommendations and final decisions concerning the appeal within ten (10) working days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

SAFETY SHOES

The City shall provide a reimbursement of up to \$200.00 every two years for one (1) pair of safety shoes for classifications approved for reimbursement by the department head as deemed necessary. Said reimbursement shall be paid against official receipts for safety shoe expenditures. Safety shoes shall be defined by a classification's standard or by the employee's department head.

Consolidated City Manager, City Attorney, Department Head and Deputy Director Compensation Plan

ATTACHMENT 1

City Manager and City Attorney

The salary for City Manager was effective ~~March 20, 2022~~ August 21, 2022-2023 based on City Council action taken on ~~March 7, 2022~~ June 20, 2023. The salary for City Attorney was effective October 16, 2022 based on City Council action taken on October 3, 2022.

TITLE	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CITY MANAGER	\$136.47 <u>162.50</u>	\$10,917.84 <u>13,000.00</u>	\$23,655.31 <u>28,166.67</u>	\$283,863.72 <u>338,000.00</u>
CITY ATTORNEY	\$127.50	\$10,200.00	\$22,100.00	\$265,200.00

Salary is based on a 40-hour work week.

Department Heads

Effective ~~March 5, 2023~~ October 29, 2023, the City Manager shall establish salaries for department heads for their respective positions at a step within the monthly ranges indicated below.

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
1260	ASST CITY MANAGER	STEP 1	123.32 <u>149.13</u>	9,865.73 <u>11,927.04</u>	21,375.76 <u>26,816.60</u>	256,509.10 <u>321,999.22</u>
		STEP 2	129.49 <u>144.59</u>	10,359.02 <u>11,672.83</u>	22,444.55 <u>28,166.67</u>	269,334.56 <u>338,000.00</u>
		STEP 3	135.96 <u>150.32</u>	10,876.97 <u>12,025.64</u>	23,566.77 <u>28,065.56</u>	282,801.28 <u>336,786.69</u>
1140	CHIEF OF POLICE	STEP 1	126.15	10,092.27	21,866.59	262,399.12
		STEP 2	132.46	10,596.88	22,959.91	275,518.97
		STEP 3	139.08	11,126.73	24,107.91	289,294.89
1230	CITY CLERK	STEP 1	93.89	7,511.11	16,274.08	195,288.92
		STEP 2	98.58	7,886.66	17,087.77	205,053.27
		STEP 3	103.51	8,281.00	17,942.16	215,305.96
1210	CITY LIBRARIAN	STEP 1	105.90	8,472.17	18,356.36	220,276.37
		STEP 2	111.20	8,895.78	19,274.18	231,290.22
		STEP 3	116.76	9,340.56	20,237.89	242,854.69
1160	DIR COMM DEVELOPMENT	STEP 1	106.02	8,481.29	18,376.12	220,513.49
		STEP 2	111.32	8,905.35	19,294.93	231,539.20
		STEP 3	116.88	9,350.62	20,259.68	243,116.15
1270	DIR INFO TECHNOLOGY	STEP 1	103.28	8,262.23	17,901.49	214,817.87
		STEP 2	108.44	8,675.33	18,796.55	225,558.66
		STEP 3	113.86	9,109.10	19,736.39	236,836.71

1250	DIR PARKS & RECREATION	STEP 1	106.02	8,481.29	18,376.12	220,513.49
		STEP 2	111.32	8,905.35	19,294.93	231,539.20
		STEP 3	116.88	9,350.62	20,259.68	243,116.15
1120	DIR PUBLIC WORKS	STEP 1	111.94	8,955.56	19,403.71	232,844.48
		STEP 2	117.54	9,403.33	20,373.89	244,486.70
		STEP 3	123.42	9,873.50	21,392.59	256,711.11
1220	FINANCE DIRECTOR	STEP 1	111.69	8,935.25	19,359.71	232,316.58
		STEP 2	117.28	9,382.01	20,327.69	243,932.34
		STEP 3	123.14	9,851.12	21,344.09	256,129.04
1180	HUMAN RESOURCES DIR	STEP 1	103.28	8,262.23	17,901.49	214,817.87
		STEP 2	108.44	8,675.33	18,796.55	225,558.66
		STEP 3	113.86	9,109.10	19,736.39	236,836.71

Salary is based on a 40-hour work week.

Deputy Directors

The Department Head, with City Manager concurrence, has the authority to fix compensation for his/her respective Deputy Director(s) in the same manner the City Manager establishes salary for department heads. A deputy director who disagrees with his/her placement within the range may discuss it with the City Manager.

Effective March 5, 2023, the deputy directors of city departments shall receive monthly salaries for their respective positions at a step within the monthly ranges indicated below.

Effective Date: 3/5/23

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2237	DEPUTY CITY LIBRARIAN	STEP 1	80.11	6,409.08	13,886.33	166,635.96
		STEP 2	84.12	6,729.52	14,580.63	174,967.61
		STEP 3	88.33	7,066.00	15,309.67	183,716.09
2135	DEPUTY CDD DIRECTOR	STEP 1	92.19	7,375.03	15,979.23	191,750.71
		STEP 2	96.80	7,743.77	16,778.17	201,338.10
		STEP 3	101.64	8,130.96	17,617.09	211,405.09
2271	DEPUTY DIRECTOR PARKS & REC	STEP 1	88.29	7,063.56	15,304.39	183,652.69
		STEP 2	92.71	7,416.74	16,069.61	192,835.35

		STEP 3	97.34	7,787.58	16,873.08	202,477.02
2117	DEP DIR PUBLIC WORKS	STEP 1	90.94	7,275.56	15,763.72	189,164.61
		STEP 2	95.49	7,639.34	16,551.91	198,622.95
		STEP 3	100.27	8,021.30	17,379.49	208,553.91
2545	DEPUTY POLICE CHIEF	STEP 1	114.39	9,151.06	19,827.30	237,927.59
		STEP 2	120.11	9,608.61	20,818.66	249,823.90
		STEP 3	126.11	10,089.04	21,859.59	262,315.13
2029	DEPUTY DIRECTOR OF FINANCE	STEP 1	89.35	7,148.20	15,487.77	185,853.29
		STEP 2	93.82	7,505.62	16,262.17	195,146.02
		STEP 3	98.51	7,880.89	17,075.27	204,903.26

Salary is based on a 40-hour work week.