Diane Howard, Mayor
Giselle Hale, Vice Mayor
Alicia C. Aguirre, Council Member
Lissette Espinoza-Garnica, Council Member
Jeff Gee, Council Member
Diana Reddy, Council Member
Michael A. Smith, Council Member

TELECONFERENCE MEETING
BROADCAST LIVE VIA
CITY WEBSITE:
www.redwoodcity.org
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING AGENDA

Monday, April 12, 2021

7:00 PM or thereafter immediately following the 6:00 p.m. Special Meeting

*The City Council cannot meet before 7:00 p.m.

TELECONFERENCE PARTICIPANTS

COUNCIL MEMBERS AGUIRRE, ESPINOZA-GARNICA, GEE, REDDY AND SMITH, VICE MAYOR HALE AND MAYOR HOWARD WILL PARTICIPATE BY TELECONFERENCE PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20

PURSUANT TO RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC. The meeting will be broadcast live to Redwood City residents on Astound Broadband cable Channel 26 and Comcast cable Channel 27, AT&T U-verse Channel 99 and streamed live via the City's website at www.redwoodcity.org

PUBLIC COMMENT:

To maximize time for live public comment, we encourage members of the public to provide comments by joining the City Council meeting via Zoom: For web, visit redwoodcity.zoom.us, select "Join" and enter **Meeting ID 994 8182 5639**. Use the Raise Hand feature to request to speak. You may rename your profile if you wish to remain anonymous. For dial-in comments, call *67 (669) 900-6833 *(your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number)*, enter **Meeting ID 994 8182 5639** and press *9 to request to speak. All public comments are subject to a 3-minute time limit unless otherwise determined by the Mayor.

If you wish to submit written public comment, please send an email to the City Council at council@redwoodcity.org. Please indicate the corresponding agenda item # in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but will not be read during the Council meeting.

AGENDA MATERIALS:

City Council agenda materials that are released *less than* 72 hours prior to the meeting, are available to the public via the City's website at **www.redwoodcity.org**.

AMERICANS WITH DISABILITIES ACT:

The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to Pamela Aguilar, City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address paguilar@redwoodcity.org including your name, address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 24 hours before the meeting.

THE CITY COUNCIL MEETING WILL CONCLUDE BY 11:00 P.M. UNLESS OTHERWISE EXTENDED BY COUNCIL VOTE

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE - Council Member Reddy

4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.A. Swearing-in of newly appointed BCC members for Library Board and Parks, Recreation and Community Services Commission

4.B. Presentation on Pride and Beautification Annual Spring Cleanup – Earth Week 2021

4.C. Presentation by Bay Area Water Supply & Conservation Agency (BAWSCA) representative Barbara Pierce on Bay Delta Plan

5. PUBLIC COMMENT ON THE CONSENT CALENDAR AND ON ITEMS NOT ON THE AGENDA

6. CONSENT CALENDAR

6.A. Amendment Number 2 to the agreement with CherryRoad Technologies to implement a new Financial and Human Capital Management (HCM) Software and Services as part of the City's Enterprise Resource Planning (ERP) Replacement

Recommendation:
By motion, approve and authorize the City Manager to execute Amendment No. 2 with CherryRoad Technologies (CRT), extending the go-live dates for the implementation and support of Oracle Fusion Cloud Financials and Human Capital Management software suite.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.B. Final map and associated agreements for the development at 120 El Camino Real by One20th, LLC

Recommendation:
1. By motion, approve Final Map No. 2020-001 for the development at 120 El Camino Real;
2. By motion, approve and authorize the City Manager to execute a Subdivision Improvement Agreement with One20th, LLC;

3. By motion, approve and authorize the City Manager to execute a Landscape Maintenance Agreement with One20th, LLC; and
4. By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures Maintenance Agreement with One20th, LLC.

CEQA:
Categorically Exempt - Class 32. In-Fill Development Projects

6.C. Easement agreements for the Bayfront Canal and Atherton Channel Flood Resilience and Ecosystem Restoration Project

Recommendation:
By motion, authorize the City Manager to execute the following two easement agreements, subject to minor conforming changes approved by the City Attorney:
1. Restated and Amended Drainage Easement Agreement for the Bayfront Canal; and
2. Permanent Drainage Easement Agreement for the Bayfront Canal and Atherton Channel Flood Resilience and Habitat Restoration Project.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.D. Waive second reading and adopt Zoning Ordinance amendments to comply with State law and reduce barriers to child care by increasing locations where child care is allowed and streamlining the child care review process

Recommendation:
Waive second reading and adopt an ordinance implementing zoning amendments related to child care regulations for large family child care homes, child care centers, and child care development standards.

CEQA:
Project consistent with General Plan EIR

6.E. Waive second reading and adopt Zoning Ordinance amendments related to housing, accessory outdoor commercial uses, permit applicability, residential open space requirements, nonconforming structures, and other zoning revisions to address changes in State law and support process improvements

Recommendation:
Waive second reading and adopt Zoning Ordinance amendments related to housing, accessory outdoor commercial uses, permit applicability, residential open space requirements, nonconforming structures, and other zoning revisions to address changes in State law and support process improvements.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.F. Approve Minutes of March 22, 2021 City Council meetings

6.G. Approve claims and checks from April 12, 2021 - April 26, 2021 and the usual and necessary payments through April 26, 2021

7. PUBLIC HEARING

7.A. Zoning Ordinance amendments related to Accessory Dwelling Units (ADU)

Recommendation:
Waive first reading, and re-introduce Zoning Ordinance amendments to Accessory Dwelling Unit requirements, retaining specified 2019 ADU Ordinance privacy standards for detached second story ADUs, and applying these regulations as well as maximum height standards to detached ADUs on multifamily lots.

CEQA:
The adoption of an ordinance to implement State law pertaining to ADUs (Government Code section 65852.2) is a statutory exemption from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.17. Implementation of local requirements is not considered a project under CEQA Guidelines Section 15378. The implementation of both height-related standards and additional regulations related to short-term rentals (generally prohibiting), and ordinance effectiveness would be covered under the "common sense exemption" (CEQA Guidelines Section 15061(b)(3))

8. STAFF REPORTS

8.A. Consider an ordinance and an urgency ordinance to require COVID-19 Hazard Pay for large grocery store and large drugstore workers

Recommendation:
Adopt an Urgency Ordinance to require large grocery stores and large drugstores to provide hazard pay to their public facing employees and introduce an Ordinance to require large grocery stores and large drugstores to provide hazard pay to their public facing employees.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

8.B. Oral update on the City's response to Novel Coronavirus (COVID-19)

Recommendation:
Oral informational update on the City's response to Novel Coronavirus (COVID-19).

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

9. MATTERS OF COUNCIL INTEREST

9.A. City Council Member Report of Conferences Attended

9.B. City Council Committee Reports

A. Communications Sub-Committee

9.C. City Manager (Oral) Update

10. ADJOURNMENT - The next City Council meeting is scheduled for April 13, 2021

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Amendment Number 2 to the agreement with CherryRoad Technologies to implement a new Financial and Human Capital Management (HCM) Software and Services as part of the City's Enterprise Resource Planning (ERP) Replacement

RECOMMENDATION

By motion, approve and authorize the City Manager to execute Amendment No. 2 with CherryRoad Technologies (CRT), extending the go-live dates for the implementation and support of Oracle Fusion Cloud Financials and Human Capital Management software suite.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On April 8, 2019, staff presented the City Council with a comprehensive update on a vendor selection process for a new Enterprise Resource Planning (ERP) system and the proposed phased approach to implementation of the various individual technology systems included in the project. The City's current ERP system was developed over 30 years ago, and includes critical functions such as Budgeting and Reporting, Business License Tax, Finance, Grant and Project Tracking, Human Resources/Payroll, and Utility Billing. Upgrading these systems is a key means to improving staff efficiency and proceeding with these improvements has been a multi-year goal.

The City's chosen approach involved a combination of software solutions:

- HdL software and services for business license tax and transient occupancy tax management.
- OpenGov software for budgeting, performance and citizen engagement.

- Truepoint Solutions' TrueBill software for utility billing.
- CherryRoad Technologies (CRT) for integration services centered on implementation and support of Oracle Fusion Cloud Financials and Human Capital Management (HCM), CoreBT Cashiering, and ADP tax-reporting solutions.
    - Phase 1: Financials
    - Phase 2: HCM/Payroll
    - Phase 3: Extended HCM

On March 3, 2019, the City executed a one-year trial software and services agreement with HdL for Business License and Transient Occupancy Tax software and services for compliance tracking and online payment processing and notification. In May of 2019, HdL went live, automating and improving the process of notifying and collecting Transient Occupancy and Business License Taxes. On June 10, 2019, City Council authorized the City Manager to purchase three additional licenses, at an amount not to exceed $5,700. Amendment number 1 was executed on May 31, 2019 for two of the licenses. Amendment number 2 was executed on August 14, 2019 for the third approved license. On October 12, 2020 the City Council authorized the City Manager to execute Amendment No. 3, extending the terms of the agreement an additional three years for an amount not to exceed $122,188, with an additional 10% at the City Manager's discretion as contingency if necessary. On October 17, 2020, Amendment No. 3 for HdL was executed.

On April 8, 2019, City Council approved a three-year agreement for $300,000 with OpenGov for their budgeting and planning, organizational performance, and citizen engagement suite of tools. OpenGov went live and was used by the City to prepare the FY20-21 budget. However, OpenGov was not found to be suitable for preparation of the Capital Improvement Program (CIP) budget. To meet the needs of CIP budgeting, staff have contracted with CodeRight for an additional $20,000 to produce an interface using Dynamic 260 with Microsoft Teams to support CIP budget preparation.

On May 6, 2019, City Council approved a five-year agreement for $635,000, plus an additional $20,000 in contingency funds, with TruePoint Solutions for TrueBill, their Utility Billing Solution. TrueBill went live in September 2020.

On May 20, 2019, City Council approved and authorized the City Manager to execute an agreement with CherryRoad Technologies for the implementation and support of Oracle Fusion Cloud Financials, Human Capital Management (HCM) cloud software suite, and licenses for associated third party tools for a contract amount of $4,889,068; and authorized the City Manager to increase the contract amount, if necessary for additional support and services, up to 10% of the agreement amount, for a total not to exceed $5,377,975, for a five-year term. The agreement consists of implementation services in the amount of $2,568,806, third party tools/services (CoreBT Cashiering and ADP tax reporting solutions) in the amount of $342,692, and a flat five-year Oracle licensing agreement in the amount of $1,977,570.
On May 29, 2019, the agreement with CherryRoad Technologies was executed.

CherryRoad Technologies Inc. (CRT) is a leading provider of Oracle application services dedicated almost exclusively to public sector organizations. They have more than 25 years of experience implementing Oracle enterprise solutions to more than 500 public agencies, including many cities and counties in and

outside of California. CRT is headquartered in New Jersey and has offices in Sacramento. Their presence in California has many benefits, including eliminating issues with time zone differences and lower travel costs when on-site support is required. CRT is an Oracle certified Platinum Partner, with 90 percent of staff being Oracle certified. CRT has been recognized by Oracle on several occasions for their outstanding work, including the 2017 Public Sector Innovation Partner of the Year for North America, and Oracle's North American Titan Award.

Of the four vendors that responded to the RFP for ERP solutions, (CRT, Graviton Consulting, Sierra-Cedar, and Triniti Corporation), CRT was determined to be the most capable integrator. CRT was selected for the following reasons:

- responded with a complete and detailed RFP response;
- has the most public sector clients similar in size that have implemented the Oracle solution;
- received positive feedback from reference checks (such as from the City of Sunnyvale);
- proposed competitive pricing;
- established rapport and a successful working relationship with the City's consultant, SDI; and
- provided an impressive presentation to City staff that resulted in a near unanimous selection by all staff who participated in the proof of concept sessions.

Additionally, the implementation and support of Oracle Fusion Cloud Financials and HCM, CoreBT Cashiering, and ADP tax-reporting solutions by CRT, was determined to best meet the City's needs for financial, human resource, and payroll functions.

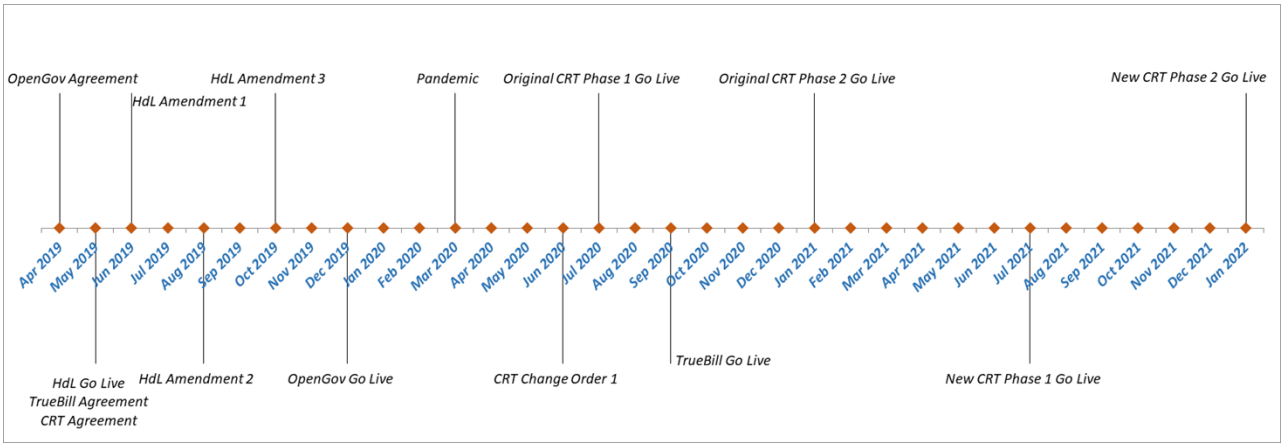
In May of 2020, the COVID-19 pandemic severely impacted the availability of critical City staff from Finance, Human Resources (HR), Information Technology (IT), and other departments required to meet the originally proposed July 2020 Finance and January 2021 HCM/Payroll go live dates; referred to as phase 1 and phase 2, respectively. In addition to the temporary disruptions broadly experienced by workers everywhere who had to adapt to remote work, childcare challenges and the overall stress of a pandemic and economic crisis; the IT staff were redeployed to support the City's transition to remote work with equipment distribution, software solutions for new paperless processes, helpdesk support to countless unique home office environments, and the convocation of virtual city council meetings. Concurrently, the HR staff were managing unprecedented new telework and employee wellness challenges, while the Finance staff prepared an additional revised budget and supported emergency funding administration for FEMA reimbursements and emergency rental financial assistance. Directly impacted to a lesser degree, CRT continued work for Redwood City through the pandemic, configuring the system as had been previously agreed to with City staff prior to the pandemic.

On June 11, 2020, Amendment No. 1 (styled as "Change Order No. 1") was executed, postponing the original go-live dates until such time as City staff could resume working on the project at the necessary levels. Included was CRT notice of additional costs that could not be determined until City staff could be redeployed to the project and new go-live dates determined.

ANALYSIS

City staff have now resumed work on the ERP project and determined new go-live dates scheduled for one year later than the original schedule: July 2021 for Finance/phase 1, and January 2022 for HCM/Payroll/phase 2 (see ERP Implementation Timeline below).

ERP Implementation Timeline



The attached Amendment No. 2 addresses the additional costs negotiated over several months between CRT and Redwood City to meet the newly proposed go-live dates. It includes a justification of CRT's costs, including actual costs incurred while CRT continued building of the solution while City staff were redeployed to support pandemic related priorities, as well as the additional four Oracle releases CRT will have to review and regression test. (Oracle updates occur quarterly and must be thoroughly vetted within a few weeks of release, before they are automatically applied to production systems.) CRT's unused travel budget has been deducted from the costs and, more significantly, CRT has agreed to share in some of the additional costs due to delays related to the pandemic.

FISCAL IMPACT

CRT has calculated a total of $1,034,830 in increased labor costs associated with the one-year extension of the project schedule: $483,280 in Phase 1 and $551,550 in Phase 2. However, the total cost to Redwood City has been reduced to $797,430: $344,880 in Phase 1 and $452,550 in Phase 2. Due to the nature of remote work during the pandemic, CRT has deducted from their project costs $77,400 in travel costs originally budgeted for work onsite with Redwood City: $38,400 in Phase 1 and $39,000 in Phase 2. In addition, CRT has agreed to absorb $160,000 of cost overruns caused by the pandemic: $100,000 in Phase 1 and $60,000 in Phase 2.

ERP Phases originally proposed for CRT/Oracle	Change to CRT Contract	Change to ERP Project Budget
Phase 1 (Finance)	+ $344,880	+ $344,880
Phase 2 (HCM/Payroll)	+ $452,550	+ $452,550
Total Increase to Project Budget		**+ $797,430**

The cost increase of $797,430 will be partially funded from $525,000 in General Fund revenue allocated by City Council on February 22, 2021 for citywide indirect pandemic costs. The balance of the increase will be shared by the Capital Outlay Fund, Sewer CIP Fund, and Water CIP Fund, and will be recommended for approval during the annual CIP budget process that commenced in March 2021.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting

ALTERNATIVES

City Council could reject the change order and ask staff to begin the process of replacing CRT with another vendor.

ATTACHMENTS

Attachment A – Amendment No. 2
Attachment B – Amendment No. 1

REPORT PREPARED BY:

Tony Gelphman, IT Manager
tgelphman@redwoodcity.org
(650) 780-7090

APPROVED BY:

Michelle Poché Flaherty, Assistant City Manager and Administrative Services Director
Melissa Stevenson Diaz, City Manager

THE CITY OF REDWOOD CITY

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

CHANGE REQUEST #1

Phase 1 Financials and Supply Chain Management Go Live

Prepared for:

The City of Redwood City

Prepared by:

CherryRoad Technologies Inc.
301 Gibraltar Dr. Suite 2C
Morris Plains, NJ 07950

Revision History			
Date	**Version**	**Description**	**Author**
5/3/2020	1.0	Document Creation – Initial Draft	J. Murrin
5/19/2020	1.1	Updates from City	T. Gelphman
6/04/2020	1.2	Misc. Edits for revised staffing due date	J. Murrin

SECTION 1 – CHANGE REQUEST INFORMATION

1.1. Justification for Change

This Change Request, with an effective date of June 5 , 2020, will serve as a change in terms to the Services Agreement and Statement of Work ("SOW") entered into on May 31, 2019 by and between the City of Redwood City ("City") and CherryRoad Technologies Inc. ("CherryRoad"), (the "Agreement"). Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The ERP project was severely impacted by the events related to COVID-19. The primary events include San Mateo County issuing a Shelter in Place Order on March 16, 2020, which was followed by the State of California issuance of a statewide stay home order on March 19, 2020.

These events impacted City employee's ability to work on the project as workload was shifted to other critical emergency related tasks to support the City residents. The events also impacted CherryRoad staff by eliminating travel; thus, negatively impacting how System Integration Testing and design sessions were delivered. The travel ban has also impacted how CherryRoad will be able to deliver training and ultimately go-live on-site support. This was also logged and recognized as a separate Risk ID #14 Pandemic in the Project Risk Register on March 16, 2020 with a high-risk impact (level 5, event poses very high cost, schedule, or other failure).

This Change Request #1 is required to acknowledge and agree that the SOW Phase 1 July 2020 Go Live date is not achievable, and that a revised Go Live date cannot be estimated and agreed to until the City provides a revised schedule of City project team positions and planned participation by month which will be used to update SOW *Section 4.2.2.2 Phase 1 Financials and Supply Chain Management Staffing* in a future Change Request (#2) which will reflect the new agreed upon go-live date for Phase I.

1.2. Description of Change

The table below lists the changes to the Enterprise Resource Planning (ERP) System Statement of Work (SOW).

SOW Section	Original	Change
Project Timeline Section 2.0	Phase I – Financials and Procurement Cloud Applications Go Live July 2020	Phase I – Financials and Supply Chain Management Go Live – To Be Determined in future Change Request #2 based on revised Phase 1 City Staffing (SOW Section 4.2.2.2)
Exhibit F - Payment Schedule	Exhibit F Payment Schedule was included in the original SOW.	There is no change to the payment schedule in this Change Request. However, delays past October 1, 2020 could result in additional cost depending upon the circumstances of a subsequent change request as described in the SOW.
Section 4.2.2.2 Phase 1 City Staffing	City Roles and FTE participation by month indicated through July 2020	Updated City staffing to be provided by City and incorporated in future Change Request and revised target go live date. This information is needed by June 11, 2020.

SOW Section	Original	Change
Section 4.2.1 CherryRoad Staffing	CherryRoad Roles and FTE participation by month indicated through July 2020	CherryRoad staffing will be adjusted based on City Staffing and incorporated in future Change Request

Only those changes that are expressly stated in this Change Request #1 are authorized by CherryRoad and the City.

SECTION 2 – IMPACT ANALYSIS

Change Complexity Classification: ☒ High
☐ Medium
☐ Low

	Description	Services
Cost Impact	1. Cost There is no change in cost to the City in this CR. However, delays past October 1, 2020 could result in additional cost depending upon the circumstances of a subsequent change request as described in the SOW. **Total**:	$0.00 _____ **$0.00**

SECTION 3 – IMPACT TO SCOPE OF SERVICES

- **Resource Impact**: City will provide revisions for SOW Section 4.2.2.2 Phase 1 Staffing for future Change Request. These revisions are needed by June 11, 2020.
- **Scope Impact**: There is no change in project scope.
- **Budget Impact**: There is no cost impact on the ERP Project budget in this change request. However, delays past October 2020 could have cost impacts.
- **Timeline Impact**: The Phase 1 FSCM Go Live date will be adjusted and memorialized in a future Change Request #2 once the City provides updated City Resource Staffing worksheet.

SECTION 4 – NON-COLLUSION AND ACCEPTANCE.

The undersigned attests under penalties of perjury that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Change Request other than that which appears upon the face of the Change Request.

	CherryRoad Technologies Inc.	Date
Approved by:	Nicholas Visco Nicholas Visco (Jun 11, 2020 14:31 EDT) Nicholas Visco	Jun 11, 2020
	The City of Redwood City	Date
Approved by:	Tony Gelphman Tony Gelphman (Jun 11, 2020 11:34 PDT) Tony Gelphman	Jun 11, 2020

CherryRoad / Redwood City Change Order 1 - Phase 1 Go-Live Delay

Final Audit Report 2020-06-11

Created:	2020-06-11
By:	Tony Gelphman (tgelphman@redwoodcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1ysFMvBZbstxiqm6_rykKE1IY3CDSDET

"CherryRoad / Redwood City Change Order 1 - Phase 1 Go-Live Delay" History

Document created by Tony Gelphman (tgelphman@redwoodcity.org)
2020-06-11 - 6:22:12 PM GMT- IP address: 76.14.0.190

Document emailed to Nicholas Visco (nvisco@cherryroad.com) and jmurrin@cherryroad.com for signature. One of them to sign
2020-06-11 - 6:25:06 PM GMT

Email viewed by Nicholas Visco (nvisco@cherryroad.com)
2020-06-11 - 6:30:25 PM GMT- IP address: 69.74.53.21

Document e-signed by Nicholas Visco (nvisco@cherryroad.com)
Signature Date: 2020-06-11 - 6:31:10 PM GMT - Time Source: server- IP address: 69.74.53.21

Document emailed to Tony Gelphman (tgelphman@redwoodcity.org) for signature
2020-06-11 - 6:31:12 PM GMT

Email viewed by Tony Gelphman (tgelphman@redwoodcity.org)
2020-06-11 - 6:31:35 PM GMT- IP address: 76.14.0.190

Document e-signed by Tony Gelphman (tgelphman@redwoodcity.org)
Signature Date: 2020-06-11 - 6:34:35 PM GMT - Time Source: server- IP address: 76.14.0.190

Signed document emailed to jmurrin@cherryroad.com, Nicholas Visco (nvisco@cherryroad.com) and Tony Gelphman (tgelphman@redwoodcity.org)
2020-06-11 - 6:34:35 PM GMT

THE CITY OF REDWOOD CITY

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

AMENDMENT NO. 2

WITH

CHERRYROAD TECHNOLOGIES, INC.

Phase 1 Financials and Supply Chain Management Go Live,
Phase 2 HCM and Payroll Go Live Date Changes.

This Amendment No. 2 (the "Amendment No. 2") is entered into and effective as of April 12, 2021, by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and CherryRoad Technologies, Inc., a Florida corporation registered to do business in the State of California ("CherryRoad") (collectively, the "Parties").

RECITALS

A. This Amendment No. 2, with an effective date of April 12, 2021, will serve as a change in terms to the Services Agreement and Statement of Work ("SOW") entered into on May 31, 2019 by and between the City and CherryRoad, (the "Agreement"), as amended by "Change Request #1" ("Amendment No. 1") entered into on June 11, 2020 and ratified by execution of this Amendment No. 2. Except as expressly amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

B. Under the Agreement, changes that significantly impact the deliverables, schedule, or cost require an amendment (a.k.a. a Change Order or Change Request). The purpose of this Amendment No. 2 is to change the delivery schedules for Phase 1 (financials) and Phase 2 (Human Capital Management and Payroll), and the associated costs with doing so which are outlined below.

C. The ERP project was severely impacted by the events related to COVID-19. The primary events include San Mateo County issuing a Shelter in Place Order on March 16, 2020, which was followed by the State of California issuance of a statewide stay home order on March 19, 2020.

D. These events impacted the ability of City employees to work on the project as workload was shifted to other critical emergency related tasks to support City residents. These events also impacted CherryRoad staff by eliminating travel; thus, negatively impacting how System Integration Testing and design sessions were delivered. The travel ban has also impacted how CherryRoad will be able to deliver training and ultimately go-live on-site support. This was also logged and recognized as a separate Risk ID #14 Pandemic in the Project Risk Register on March 16, 2020 with a high-risk impact (level 5, event poses very high cost, schedule, or other failure).

E. This Amendment No. 2 details the impact the pandemic has on the cost, staffing, and schedule of the ERP project as it relates to delaying the go-live for Phase I (Financials and Procurement) from July 1, 2020 to July 1, 2021, and for Phase II (HCM) from January 1, 2021 to January 1, 2022. Redwood City (City) staffing has been forced to adjust to approximately 50% of the original staffing plan to accommodate the impact the pandemic has on City staff workloads and priorities. CherryRoad Technologies is requesting an additional **$344,880.00** to accommodate the delay in Phase I, and **$452,550.00** for the delay in Phase II based on the details provided below. The total request for additional funds for both phases is **$797,430.00.**

NOW, THEREFORE, in consideration of these recitals, which are incorporated herein by reference, and the mutual covenants contained herein, the Parties agree as follows:

DESCRIPTION OF CHANGE

High Level Cost Amounts by Phase

PHASE I ERP / FINANCE

Activity Description	Cost	Notes
ERP Additional Labor Cost (details below)	$483,280.00	Services cost for extension of CherryRoad staff for October 2020 – July 2021 go live
ERP Travel Savings	($38,400.00)	Travel Savings Estimate for Phase 1 ERP resources (3 leads)
Shared cost of Pandemic Phase 1	($100,000.00)	CherryRoad Shared Cost related to Pandemic
Total Phase 1	**$344,880.00**	

PHASE II HCM / PAYROLL

Activity Description	Cost	Notes
HCM Additional Labor Cost (details below)	$551,550.00	Services cost for extension of CherryRoad staff for January 2021 – January 2022 go live
HCM Travel Savings	($39,000.00)	Travel Savings Estimate for Phase 2 HCM resources
Shared cost of Pandemic Phase 2	($60,000.00)	CherryRoad Shared Cost related to Pandemic
Total Phase 2	**$452,550.00**	

Details of Cost Amounts by Phase

PHASE 1 COST DETAILS

Cost Rationale Phase 1 ERP

The extended time frame to July 2021 will require significant CherryRoad Technologies (CherryRoad) effort for Regression Testing of System Integration Testing (SIT) and User Acceptance Testing (UAT).

Between October 2020 and July 2021 CherryRoad will have four additional Oracle releases (20C, 20D, 21A, 21B) to manage; each release requires:

- Business Analysis of the Oracle software updates by CherryRoad functional leads, which includes:
  - Detailed review of upcoming changes for respective ERP modules on the Oracle Cloud Readiness Site. This includes reviewing, understanding, and assessing the

impact new releases have such as what's new and whether there any known issues with the new releases from a business operations perspective.
    - Impact assessment for future state business processes and associated module configurations.
- Technical Analysis by the CherryRoad Technical leads, which includes:
    - Detailed review of upcoming changes for respective ERP modules on the Oracle Cloud Readiness Site his includes reviewing, understanding, and assessing the impact new releases have such as what's new and whether there any known issues with the new releases from a technical operations perspective.
    - Impact assessment on technical development items including conversions, interfaces, reports, enhancements, and workflows.
- Review and updates to User Acceptance Test Scripts.
- Thorough re-running of functional and technical tests to ensure software still performs correctly (i.e., Regression Tests).
- Review and updates to Training Materials by CherryRoad Training Development team.
- Assessment of Change Management and Communication Impacts by City/CherryRoad.
- Planning and coordination of copies between Oracle pods (e.g., Test to Dev1, etc.).
- Discussions with City leads and potential implementations of opt-in new features and improvements.

Phase 1 ERP Additional Effort/Cost

FTE	Resource	Rate	Hours	Est. Fees
38%	Finance Lead (Jerry)	$170	651	$110,670.00
38%	Procurement Lead (Pandu)	$170	651	$110,670.00
25%	Projects Lead (Corey)	$170	434	$73,780.00
40%	Technical Lead (Rakesh)	$140	694	$97,160.00
30%	Project Management (Saif)	$175	520	$91,000.00
	Total Phase 1		**3,081**	**$483,280.00**

- All Rates are based on the SOW Rate Card and are exclusive of travel.
- The resources above ensure CherryRoad team continuity leveraging assumed knowledge of Redwood City business processes.

Phase 1 CherryRoad Hours January 2020 through August 2020

- City staff time working on the project during this period was limited due to the additional workload, tasks, process and priority changes, and other challenges directly attributable to the Pandemic. CherryRoad Resources continued working remotely on the following project tasks throughout the pandemic:
    - Facilitating remote work sessions with City team for System Integrated Testing prep
    - Facilitating remote meetings to discuss Finance, Procurement, and Projects topics that came up during SIT prep work sessions
    - Regression testing on Oracle patches 20B and 20C to ensure all Procurement/Projects/Finance configuration and workflows were not affected
    - Modifying system configuration and SIT scripts based on City feedback
    - Facilitating work on new Chart of Accounts (COA)
    - GL data preparation for Conversion to Oracle

- CherryRoad Team Actual Hours

CherryRoad Role	SOW FTE	SOW Hrs/Mo	Total Hours worked	Avg Hours/Mo
Finance Lead	75%	120	**823**	**117**
Procurement Lead	75%	120	**796**	**114**
Projects Lead	50%	80	**621**	**89**

CherryRoad Phase 1 ERP Team Travel Savings

- Project to Date Average Monthly Travel estimated at $9,600.00.
- For four months April through original July 2020 go live date = $38,400.00
- Considerations
  - Rates used above for the CR do not include travel
  - Travel may reinstate between now and July 2021 go live

CherryRoad Shared Cost related to Pandemic

- **$100,000.00**

City Staffing Plan for Phase 1 July 2021 Go Live

The following Staffing Plan is required in order to meet the July 1, 2021 go-live date. The numbers represent the percentage of time of a Full Time Employee (FTE) by named individuals, or those to be determined (TBD). The FTE model is consistent with the staffing plan model defined in the statement of work

Resource Name	Total	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Carolyne Kerans	5	0.5	0.5	0.5	0.4	0.6	0.5	0.5	0.5	0.5	0.6
Molly Flowerday	5	0.5	0.5	0.5	0.4	0.5	0.5	0.5	0.5	0.5	0.6
Derek Rampone	3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Chris Chau	2	0.2	0.2	0.2	0.2	0.3	0.3	0.3	0.3	0.3	0.2
Lisa Crudo	4	0.3	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.5	0.3
Jun Nguyun	3	0.0	0.2	0.4	0.3	0.4	0.4	0.4	0.4	0.4	0.3
TBD (Sylvia Peters)	2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Jennifer Chang	2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Theresa Yee	2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
	28	2	3	3	2	3	3	3	3	3	3

PHASE 2 HCM COST DETAILS

Cost Rationale Phase 2 HCM

The extended time frame to January 2022 will require significant CherryRoad Technologies (CherryRoad) effort for Regression Testing of System Integration Testing (SIT) and User Acceptance Testing (UAT). Between the additional year between the January 2021 original go live and January 2022 CherryRoad will support five additional Oracle releases (20D, 21A, 21B, 21C, 21D) to manage; each release requires:

- Business Analysis of the Oracle software updates by CherryRoad functional leads, which includes:

  - Detailed review of upcoming changes for respective ERP modules on the Oracle Cloud Readiness Site. This includes reviewing, understanding, and assessing the impact new releases have such as what's new and whether there any known issues with the new releases from a business operations perspective.
  - Impact assessment for future state business processes and associated module configurations.
- Technical Analysis by the CherryRoad Technical leads which includes:
  - Detailed review of upcoming changes for respective ERP modules on the Oracle Cloud Readiness Site his includes reviewing, understanding, and assessing the impact new releases have such as what's new and whether there any known issues with the new releases from a technical operations perspective.
  - Impact assessment on technical development items including conversions, interfaces, reports, enhancements, and workflows.
- Review and updates to System Integration and User Acceptance Test Scripts;
- Thorough re-running of functional and technical tests to ensure software still performs correctly (i.e., Regression Tests);
- Review and updates to Training Materials by CherryRoad Training Development team;
- Assessment of Change Management and Communication Impacts by City/CherryRoad;
- Planning and coordination of Oracle Service Requests (SRs) for copies between Oracle pods (e.g., Production to Test, Test to Dev1, etc.);
- Discussions with City leads and potential implementations of opt-in new features and improvements.
- Total additional services of $551,550.00
- Estimate represents additional effort for
  - Regression testing and management of 5 Oracle release patches (20D, 21A and 21B, 21C, 21D).

Phase 2 HCM Additional Effort/Cost

FTE	Resource	Rate	Add Hours	Fees
75%	HCM Lead (Rama)	$170	800	$136,000.00
75%	OTL/Absence (Alex)	$170	780	$132,600.00
65%	Payroll Lead (Tapasiya)	$170	750	$116,250.00
50%	Benefits (Sheena/Avi)	$155	750	$127,500.00
50%	Technical (Siddha)	$140	280	$39,200.00
	Total Phase 2		**3,360**	**$551,550.00**

CherryRoad Phase 2 HCM Team Travel Savings

- For nine months April through December 2020 = $39,000.00
  - Calculation represents a total of 30 trips (for 2 lead resources) at average of $1,300.00 / trip
- Considerations
  - Rates used for the CR do not include travel
  - Travel could reinstate in 2021

CherryRoad Shared Cost related to Pandemic

- $60,000.00

PHASE 3 EXTENDED HCM NOTE

It is understood that the City may elect to reduce the scope and cost related to the Oracle implementation by eliminating phase 3 in a future amendment to the Agreement, opting instead to move forward with a best of breed solution that provides similar functionality as Phase 3 Extended HCM, a savings of $242,000, excluding ongoing licensing costs of the modules being dropped.

- Total services of $242,000.
- Licensing Costs (Talent, Performance, Learning, Recruiting) are estimated at $9,000 per year, to be finalized and approved with Oracle.

Modifications to the Statement of Work

The table below lists the changes to the Enterprise Resource Planning (ERP) System Statement of Work (SOW).

SOW Section	Original	Change
Project Timeline Section 2.0	Phase I – Financials and Procurement Cloud Applications Go Live July 2020	Phase I – Financials and Supply Chain Management Go Live **July 2021**
Project Timeline Section 2.0	Phase II –HCM and Payroll Cloud Applications Go Live January 2021	Phase II –HCM and Payroll Cloud Applications Go Live **January 2022**
Exhibit F - Payment Schedule	SOW	The amended payment schedule is in Appendix B of this document.
CherryRoad Staffing – Section 4.2.1	SOW	Revised staffing is in Appendix A of this document.
City Staffing – Section 4.2.2	SOW	Revised staffing is in Appendix A of this document.

Only those changes that are expressly stated in this Amendment No. 2 are authorized by CherryRoad and the City.

COST IMPACT ANALYSIS

Change Complexity Classification: ☒ High
☐ Medium
☐ Low

Description	Cost Impact
Extend Phase 1 Go Live to July 2021	$344,880.00
Extend Phase 2 Go Live to January 2022	$452,550.00
Total	**$797,430.00**

The detailed payment schedule may be found in Appendix B of this document.

IMPACT TO SCOPE OF SERVICES

Resource Impact: The City and CherryRoad resources will be staffed according to the revised staffing plans in Appendix A (SOW Sections 4.2.1 and 4.2.2)

Scope Impact: There is no change in project scope.

Budget Impact: This Change Order #2 includes a net contract and budgetary increase of $797,430.00.

Timeline Impact: The Phase 1 Financials Go Live date will be July 2021 and Phase 2 HCM Go Live date will be January 2022.

[The remainder of this page left intentionally blank]

Authorization to Sign. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

CONSULTANT
CHERRYROAD TECHNOLOGIES, INC.
301 Gibraltar Drive, Suite 2C
Morris Plains, NJ 07950

*By:

_____
Stephen Lagne, President & COO

CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California

By:

_____
Melissa Stevenson Diaz, City Manager

ATTEST:

_____
Pamela Aguilar, City Clerk

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**	****Group B.**
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPENDIX A

CherryRoad Staffing - Section 4.2.1

CherryRoad Roles	2021												2022			Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Project Management																
Engagment Manager	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.50
Project Manager	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.50	0.50	10.75
Change Management Specialist	0.10	0.10	0.20	0.20	0.20	0.20	0.20	0.10	0.10	0.10	0.10	0.20	0.00	0.00	0.00	1.80
	0.95	**0.95**	**1.05**	**1.05**	**1.05**	**1.05**	**1.05**	**0.95**	**0.95**	**0.95**	**0.95**	**1.05**	**0.85**	**0.60**	**0.60**	**14.05**
Phase 1 - ERP																
Functional Lead - Financials	0.75	0.75	0.75	0.75	0.75	0.75	1.00	0.50								6.00
Functional Lead - Supply Chain	0.75	0.75	0.75	0.75	0.75	0.75	1.00	0.50								6.00
Functional Lead - Projects/Grants	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50								4.00
Functional Lead - Assets/Misc.	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25								3.75
Tech Lead Analyst - Conversion/Interfaces	0.75	0.75	0.75	1.00	1.00	1.00	1.00	0.50								6.75
Center for Excellence - Financials Support	0.50	0.50	0.50	0.50	0.50	0.50	0.50									3.50
Trainer			0.75	0.75	0.75	1.00	0.50									3.75
	3.75	**3.75**	**4.50**	**4.75**	**4.75**	**5.00**	**5.00**							**0.00**		**33.75**
Phase 2 - HCM																
Functional Lead - HCM	0.50	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75		10.25
Functional Lead - Payroll	0.50	0.50	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75		10.00
Consultant - OTL		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50		6.50
Consultant - Benefits	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50		7.00
Technical Lead - Conversion/Interfaces		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.50			3.25
Technical - Payroll Fast Formulas			0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25				2.50
Center for Excellence - HCM Support			0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25				2.50
Trainer								1.00	1.00	1.00	1.00	1.00				5.00
	1.50	**2.50**	**3.25**	**3.25**	**3.25**	**3.25**	**3.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**3.00**	**0.00**		**47.00**
Phase 3 - Extended HCM																
Functional Lead -Talent and Goals										0.50	0.50	0.50	0.50	0.50	0.50	3.00
Functional - Career Development										0.50	0.50	0.50	0.50	0.50	0.50	3.00
Functional - Learning										0.50	0.50	0.50	0.50	0.50	0.50	3.00
Trainer										0.00	0.50	0.50	0.50	0.20	0.20	1.90
	0.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1.50**	**2.00**	**2.00**	**2.00**	**1.70**	**1.70**	**10.90**
FTEs by Month	**6.20**	**7.20**	**8.80**	**9.05**	**9.05**	**9.30**	**9.30**	**5.20**	**5.20**	**6.70**	**7.20**	**7.30**	**5.85**	**2.30**	**2.30**	**98.65**

APPENDIX A (CONTINUED)

City Staffing - Section 4.2.2

City Roles	2021												2022			Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Project Management																
Steering Committee Members (ea.)	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	3.00
Project Manager	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	12.00
Change Management Specialist	0.50	1.00	1.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	8.50
	1.50	**2.00**	**2.00**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**1.50**	**23.50**
Phase 1 - ERP																
Functional Lead - Financials	0.30	0.30	0.30	0.30	0.30	0.30	0.30									2.10
Functional - General Ledger	0.25	0.25	0.25	0.25	0.25	0.25	0.25									1.75
Functional - Projects/Grants	0.10	0.10	0.10	0.10	0.10	0.25	0.25									1.00
Functional - Purchasing/eProcurement	0.50	0.50	0.50	0.50	0.50	0.50	0.50									3.50
Functional - Accounts Payable	0.50	0.50	0.50	0.50	0.50	0.50	0.50									3.50
Functional - Inventory & Warehouse Mgmt	0.25	0.25	0.25	0.25	0.25	0.25	0.25									1.75
Functional - Fixed Asset Mgmt	0.25	0.25	0.25	0.25	0.25	0.25	0.25									1.75
Functional - Contract Mgmt	0.25	0.25	0.25	0.25	0.25	0.25	0.25									1.75
Functional - Accounts Receivable	0.25	0.25	0.25	0.25	0.25	0.25	0.25									1.75
Functional - Bank Account and Reconciliation	0.25	0.25	0.25	0.25	0.25	0.25	0.25									1.75
Functional - Cashiering (CORE BT)	0.10	0.10	0.10	0.10	0.10	0.25	0.25									1.00
Technical - Interfaces	0.50	0.50	0.50	0.50	0.50	0.50	0.75									3.75
Technical - Conversions	0.50	0.50	0.50	0.50	0.50	0.50	0.75									3.75
	4.00	**4.00**	**4.00**	**4.00**	**4.00**	**4.30**	**4.80**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**29.10**
Phase 2 - HCM																
Functional Lead - HCM	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Functional - Payroll	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Functional - Time and Labor	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Functional - CALPERS	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25			3.25
Functional - Human Resources	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Functional - Benefits	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Functional - Leave Mgmt	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Technical - Interfaces	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
Technical - Conversions	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			6.50
	4.25	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**4.25**	**0.00**	**0.00**	**55.25**
Phase 3 - Extended HCM																
Functional Lead - HCM										0.50	0.50	0.50	0.50	0.50	0.50	3.00
Functional - Career Development										0.75	0.75	0.75	0.75	0.75	0.75	4.50
Functional - Learning										0.75	0.75	0.75	0.75	0.75	0.75	4.50
																0.00
	0.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**12.00**
FTEs by Month	**9.75**	**10.25**	**10.25**	**9.75**	**9.75**	**10.05**	**10.55**	**5.75**	**5.75**	**6.25**	**6.25**	**6.25**	**6.25**	**2.00**	**2.00**	**96.35**
																106.85

APPENDIX B

Exhibit F, Payment Plan: New Payments

The table below contains the new monthly payments and associated retainage for the work and cost described in this Amendment No. 2.

Month	Month/Year	Phase 1 - FMS Fees	Phase 1 - Retainage	Phase 2 - HCM Fees	Phase 2 - Retainage
23	Mar-21	$57,480.00	-$5,748.00		
24	Apr-21	$57,480.00	-$5,748.00	$41,140.91	-$4,114.09
25	May-21	$57,480.00	-$5,748.00	$41,140.91	-$4,114.09
26	Jun-21	$57,480.00	-$5,748.00	$41,140.91	-$4,114.09
27	Jul-21	$57,480.00	-$5,748.00	$41,140.91	-$4,114.09
28	Aug-21	$57,480.00	-$5,748.00	$41,140.91	-$4,114.09
29	Sep-21			$41,140.91	-$4,114.09
30	Oct-21			$41,140.91	-$4,114.09
31	Nov-21			$41,140.91	-$4,114.09
32	Dec-21			$41,140.91	-$4,114.09
33	Jan-22			$41,140.91	-$4,114.09
34	Feb-22			$41,140.91	-$4,114.09
TOTAL		**$344,880.00**	**-$34,488.00**	**$452,550.00**	**-$45,255.00**

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Final Map and associated agreements for the development at 120 El Camino Real by One20th, LLC

RECOMMENDATION

1. By motion, approve Final Map No. 2020-001 for the development at 120 El Camino Real;

2. By motion, approve and authorize the City Manager to execute a Subdivision Improvement Agreement with One20th, LLC;

3. By motion, approve and authorize the City Manager to execute a Landscape Maintenance Agreement with One20th, LLC; and

4. By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures Maintenance Agreement with One20th, LLC.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

The project, located at the corner of El Camino Real and Finger Avenue, includes the subdivision of one existing parcel into a 12-unit, for-sale condominium development. On April 2, 2019, the Planning Commission approved the Architectural Permit, Planned Development Permit, Condominium Permit, and Vesting Tentative Map for the development through Resolution No. 19-03.

ANALYSIS

The developer's engineer completed the final map, improvement plans, and specifications compliant with the Subdivision Map Act, City Ordinances, City Standards, and to the satisfaction of the City Engineer. The final map creates 12 condominium units and one common lot. Water improvements include the installation of a new 8" public water main within the private access drive, which will connect to the main recently installed within the adjacent 150 El Camino Real development. Services for the units will be supplied from this new main. Two new fire hydrants will also be added. The project's sanitary sewer and storm drain improvements include connections to the existing public systems within Finger Avenue and El Camino Real. The project is responsible for undergrounding a segment of overhead utilities and removing an existing pole from within their project frontage on Finger Avenue. Additionally, all public sidewalks will be improved along the El Camino Real and Finger Avenue frontages, with public street trees and streetlights added.

The developer, One20th, LLC, has posted Performance and Labor Security Bonds in the amount of $1,055,118.00 as required by the Subdivision Improvement Agreement. The developer anticipates completion of all improvements by mid-2022. All work associated with this project is being paid for by the developer.

Covenants, Conditions, and Restrictions (CC&R's) were reviewed by staff and the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

ENVIRONMENTAL REVIEW

On April 2, 2019, the Planning Commission determined the project to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332 (Class 32 – "Infill Development Projects").

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting

ALTERNATIVES

The City Council may choose not to approve the final map and associated agreements for the project.

ATTACHMENTS

Attachment A – Parcel Map No. 2020-001 - unsigned
Attachment B – Subdivision Improvement Agreement, One20 Towns at 120 El Camino Real
Attachment C – Landscape Maintenance Agreement, One20 Towns at 120 El Camino Real
Attachment D – Stormwater Treatment Measures Maintenance Agreement, One20 Towns at 120 El Camino Real
Attachment E – Project Location Map

REPORT PREPARED BY:

Patti Schrotenboer, Associate Engineer
pschrotenboer@redwoodcity.org
(650) 780-7368

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN FINAL MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE; AND SAID OWNER DOES HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC ACCESS, PUBLIC SERVICE AND EMERGENCY VEHICLE ACCESS PURPOSES: THAT AREA DESIGNATED "PUBLIC ACCESS EASEMENT (P.A.E.), PUBLIC SERVICE EASEMENT (P.S.E.), AND EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.)", AS SHOWN ON THIS MAP, SAID AREA TO BE KEPT FREE AND CLEAR OF BUILDINGS AND STRUCTURES OF ANY KIND.

AS OWNER:

One20th LLC, A WYOMING LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S STATEMENT

WE, FREMONT BANK, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED AS DOCUMENT NUMBER 2020-122222, OFFICIAL RECORDS OF SAN MATEO COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, CONSENT TO THE MAKING AND FILING OF THIS MAP.

BY: _____
JAN FORD

TITLE: EXECUTIVE VICE PRESIDENT

DATE: _____

APPROVAL OF CITY COUNCIL

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REDWOOD CITY, STATE OF CALIFORNIA, AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20___, DID DULY APPROVE THE WITHIN MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE, WHICH ARE SPECIFIED IN THE OWNER'S STATEMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____, 20___.

_____
SILVIA VONDERLINDEN
CITY CLERK AND EX-OFFICIO CLERK OF THE
CITY COUNCIL OF THE CITY OF REDWOOD CITY, CALIFORNIA

SOILS REPORT

A GEOTECHINICAL SITE INVESTIGATION PREPARED BY QUANTUM GEOTECHNICAL, INC., DATED JULY 10, 2020 HAS BEEN PREPARED SPECIFICALLY FOR THIS SUBDIVISION AND IS KEPT ON FILE BY THE CITY OF REDWOOD CITY.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
M. SABER SARWARY, R.C.E. NO. 53617
CITY ENGINEER, CITY OF REDWOOD CITY

REGISTERED PROFESSIONAL ENGINEER
M. SABER SARWARY
53617
CIVIL
STATE OF CALIFORNIA

DATED: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 120 ECR, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN JULY OF 2020. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE SEPTEMBER 2021, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP IS TRUE AND COMPLETE AS SHOWN AND SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

_____
DAVIS THRESH, P.L.S. NO. 6868

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

_____
DATED

CITY SURVEYOR'S STATEMENT

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

_____
DARRYL A. ALEXANDER, L.S. 5071
LICENSE EXPIRES 06-30-21

PROFESSIONAL LAND SURVEYOR
DARRYL A. ALEXANDER
No.
L 5071
EXPIRES 6/30/21
STATE OF CALIFORNIA

DATED: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____ BEFORE ME, _____,

PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

SIGNATURE _____
SIGNATURE OF NOTARY PUBLIC

_____
NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION # OF NOTARY: _____ COMMISSION EXPIRES: _____

BENEFICIARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____ BEFORE ME, _____,

PERSONALLY APPEARED _____

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

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

WITNESS MY HAND:

SIGNATURE _____
SIGNATURE OF NOTARY PUBLIC

_____
NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION # OF NOTARY: _____ COMMISSION EXPIRES: _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2020, AT: _____ A.M./P.M.

IN BOOK _____ OF MAPS, AT PAGES(S) _____, AT THE REQUEST OF BKF ENGINEERS.

MARK CHURCH, SAN MATEO COUNTY RECORDER

FILE NO._____ _____
DEPUTY RECORDER

FEE _____

FINAL MAP No. 2020-001

A LOT MERGER AND ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS

A SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 3, 2020 AS DOCUMENT NUMBER 2020-122221 OFFICIAL RECORDS OF SAN MATEO COUNTY

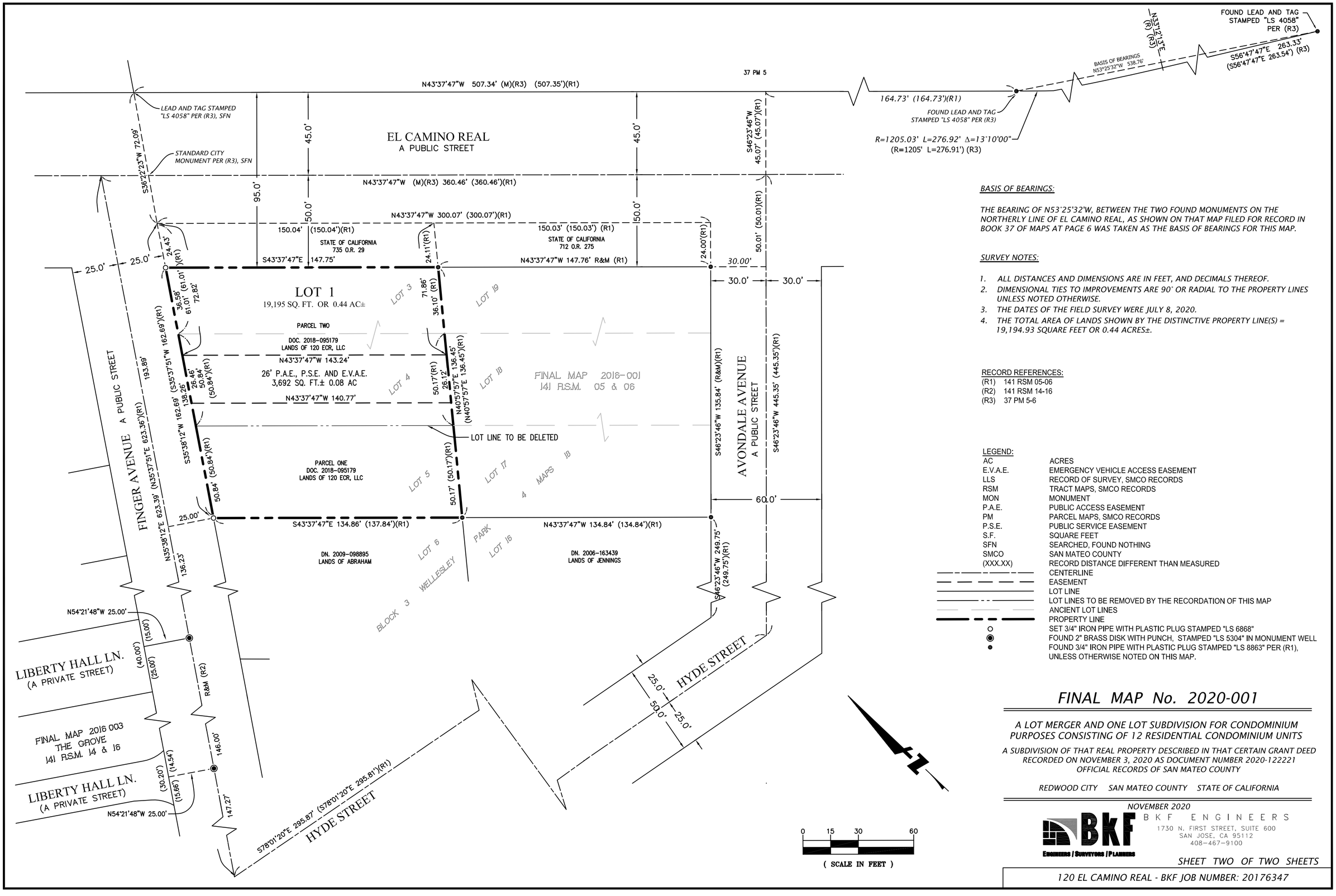
LOCATED IN REDWOOD CITY, SAN MATEO COUNTY, STATE OF CALIFORNIA

NOVEMBER 2020

BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408-467-9100
ENGINEERS / SURVEYORS / PLANNERS

SHEET ONE OF TWO SHEETS

120 EL CAMINO REAL - BKF JOB NUMBER: 20176347



BASIS OF BEARINGS:

THE BEARING OF N53°25'32"W, BETWEEN THE TWO FOUND MONUMENTS ON THE NORTHERLY LINE OF EL CAMINO REAL, AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 37 OF MAPS AT PAGE 6 WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEY NOTES:

1. *ALL DISTANCES AND DIMENSIONS ARE IN FEET, AND DECIMALS THEREOF.*
2. *DIMENSIONAL TIES TO IMPROVEMENTS ARE 90° OR RADIAL TO THE PROPERTY LINES UNLESS NOTED OTHERWISE.*
3. *THE DATES OF THE FIELD SURVEY WERE JULY 8, 2020.*
4. *THE TOTAL AREA OF LANDS SHOWN BY THE DISTINCTIVE PROPERTY LINE(S) = 19,194.93 SQUARE FEET OR 0.44 ACRES±.*

RECORD REFERENCES:
(R1) 141 RSM 05-06
(R2) 141 RSM 14-16
(R3) 37 PM 5-6

LEGEND:

AC	ACRES
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
LLS	RECORD OF SURVEY, SMCO RECORDS
RSM	TRACT MAPS, SMCO RECORDS
MON	MONUMENT
P.A.E.	PUBLIC ACCESS EASEMENT
PM	PARCEL MAPS, SMCO RECORDS
P.S.E.	PUBLIC SERVICE EASEMENT
S.F.	SQUARE FEET
SFN	SEARCHED, FOUND NOTHING
SMCO	SAN MATEO COUNTY
(XXX.XX)	RECORD DISTANCE DIFFERENT THAN MEASURED
	CENTERLINE
	EASEMENT
	LOT LINE
	LOT LINES TO BE REMOVED BY THE RECORDATION OF THIS MAP
	ANCIENT LOT LINES
	PROPERTY LINE
○	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 6868"
◉	FOUND 2" BRASS DISK WITH PUNCH, STAMPED "LS 5304" IN MONUMENT WELL
●	FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8863" PER (R1), UNLESS OTHERWISE NOTED ON THIS MAP.

FINAL MAP No. 2020-001

A LOT MERGER AND ONE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS

A SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 3, 2020 AS DOCUMENT NUMBER 2020-122221 OFFICIAL RECORDS OF SAN MATEO COUNTY

REDWOOD CITY SAN MATEO COUNTY STATE OF CALIFORNIA

NOVEMBER 2020

BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408-467-9100
ENGINEERS / SURVEYORS / PLANNERS

SHEET TWO OF TWO SHEETS

120 EL CAMINO REAL - BKF JOB NUMBER: 20176347

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attention: City Clerk

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

SUBDIVISION IMPROVEMENT AGREEMENT
One20 Towns at 120 El Camino Real

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this day ____of _____, 2021 ("Effective Date") by and between One20th LLC, a Wyoming Limited Liability Company ("Developer"), and the CITY OF REDWOOD CITY, a charter city and California municipal corporation ("City") (together, the "Parties") with reference to the following facts:

RECITALS

A. Developer is the current fee owner of that certain real property consisting of approximately 0.44 acres located within the City of Redwood City, County of San Mateo, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

B. On April 2, 2019, the Planning Commission, of the City of Redwood City adopted, among other approvals, Resolution No. 19-03, approving the Vesting Tentative Map for the 120 El Camino Real Development ("Project"), prepared by BKF Engineers and dated December 20, 2018 ("Tentative Map"), subject to certain conditions of approval ("Conditions").

C. The Conditions require either (1) that certain public improvements for the Project be constructed prior to approval of the final map ("Final Map"), or (2) that Developer enter into an agreement with City providing for the future construction of such public improvements.

D. Developer has submitted the Final Map and applied to City for Final Map approval without having completed the required public improvements and, therefore, will enter into an agreement with City providing for the future construction and installation of such public improvements, as required by Government Code section 66462(a) (1).

E. Developer has submitted to City plans, specifications and drawings entitled 120 El Camino Real Improvement Plans, prepared by BKF Engineers and dated _____, 20__ (the "Improvement Plans"), which, in addition to other improvements, provide for certain on-site public improvements consisting of street and

street light improvements, storm drain systems, domestic water systems and sanitary sewer systems for the Project (collectively, "Improvements").

F. Upon approval and recordation of the Final Map, the Property will be divided into twelve residential condominium units and one common area space.

G. City and Developer desire to enter into this agreement providing for the construction and installation of the Improvements in accordance with the Improvement Plans.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of the Improvements and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions pertaining to the Improvements.

2. Property Subject to Agreement. The Property will be subject to this Agreement.

3. uty to Install Improvements. Developer will construct, install and complete, or cause to be constructed, installed and completed, at Developer's sole cost and expense, the Improvements, in accordance with the Improvement Plans and to the satisfaction of the City Engineer, in their reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The Improvements will include, but are not necessarily limited to, all of the following:

(a) grading, paving;

(b) curbs, gutters, concrete walkways, driveways;

(c) sanitary sewer system, complete;

(d) water system, complete;

(e) storm drainage and detention system, complete;

(f) stormwater treatment system, complete;

(g) site lighting system, complete;

(h) street trees with grates and guards;

(i) landscaping and irrigation system complete;

(j) utility joint trenching;

(k) all Conditions of the Tentative Map; and

(l) all other work, improvements, or construction required by or specified in the abovementioned plans and specifications, conditions of permits and all construction, appurtenances and improvements necessary as reasonably determined by the City Engineer to complete the aforementioned improvements, both within and outside of the Property.

The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work." The Work and Improvements will be in strict compliance with the provisions of Chapter 30 of the Redwood City Code. In the event a conflict exists between the Improvement Plans and the requirements of Chapter 30 of the Redwood City Code, the stricter requirement or standard will govern, as determined by the City Engineer.

4. Completion Date. Developer will complete the Work within one year of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices and consistent with the Improvement Plans. This completion date may be extended by the City Engineer in their sole and absolute discretion at the request of Developer, which request will be accompanied by a written assurance acceptable to the City Engineer that the securities required by Section 13 will remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The engineer's estimated cost of the Work is One million, fifty-five thousand, one hundred eighteen Dollars ($1,055,118) ("Estimated Cost of Work").

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer from its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in their reasonable discretion, the Improvement Plans are deemed inadequate in any respect, Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with accepted design and construction standards and consistent with the Conditions and Improvement Plans.

7. Repairs. Developer will either (a) repair or have repaired in a timely manner at its sole cost and expense all public roads, streets, or other public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property, or (b) pay to the property owner of any damaged road, street or property the full cost of such repair. In addition, Developer will obtain the written acceptance of such repair or payment from any owner whose private or public property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City will be under no obligation whatsoever to accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and written acceptances have been provided to the City Engineer.

8. Foreman or Superintendent. Developer will give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer in their reasonable discretion, with authority to act for and on behalf of Developer, will be named in writing by Developer prior to commencement of the Work, will be present on the Property during the performance of the Work, and may not be changed without advance notification to and the concurrence of the City Engineer.

9. Examination of Work. All of the Work will be consistent with the Improvement Plans and performed to the satisfaction of the City Engineer, in their reasonable discretion. City and its authorized agents will, at all times during the performance of the Work, have free access to the Property and the Work and will be allowed to examine the Work and all materials used and to be used in the Work.

10. City Costs; Deposit. Developer will pay to City the actual cost for all engineering, inspection, administration, plan check, laboratory and field-testing, construction, and other services furnished by City in connection with this Agreement, including those performed by consultants under contract with City ("City Costs"). Developer will deposit with City the sum of sixty-three thousand dollars ($63,000.00) ("Deposit") to compensate City for all City Costs. Developer understands that the Deposit is an estimate and further agrees to pay to City the actual cost of providing such services, in accordance with City's current fees. Developer will complete payment of such additional sum or sums for the services provided by City, if any, within ten (10) days after billing by City of the additional sum to be paid, and the amount payable will be increased by ten percent (10%) in the event payment is not made within such ten (10) day period. Any part of the Deposit or such additional sum or sums not utilized by City will be returned promptly to Developer.

11. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, (b) repairs any private or public property damaged as a result of the Work or pays the full cost of such repair to the owner whose property was damaged and (c) obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair, Developer will provide City with a written notice of completion, together with copies of all written acceptances.

12. Final Acceptance.

12.1 Notice of Completion. Within thirty (30) days of receipt of Developer's written notification pursuant to Section 11 above, the City Engineer will inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repairs are complete to the satisfaction of the City Engineer, in their reasonable discretion, and whether the written acceptances have been provided. If the Work and repairs are, in the opinion of the City Engineer, not complete and satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that Developer must correct to make the Work and repairs complete and

satisfactory. Upon satisfactory completion of the Work and repairs and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in their reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. The City Engineer's failure to respond to Developer's written notification within thirty (30) days will not be deemed a breach or default under this Agreement.

12.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 12.1, the City Engineer will recommend acceptance of the Improvements to the City Council. The acceptance of the Improvements, offers of dedication and right-of way, and easements, if any, will be by City Council action, with the matter placed on the next available agenda. Upon City Council action, the City Engineer will promptly record a notice, in a form to be approved by the City Attorney, in the Official Records of San Mateo County.

13. Performance, Labor and Materials and Warranty Security.

13.1 In accordance with Chapter 30 of the Redwood City Code, Developer will furnish and deliver to City, within the times set forth below, the following security, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Engineer.

(a) Performance Security. Developer will furnish and deliver performance security in the amount of One million, fifty-five thousand, one hundred eighteen Dollars ($1,055,118), concurrently with the execution of this Agreement, which security must meet the requirements of Government Code section 66499.1 and Redwood City Code Section 30.80 and be acceptable to the City Engineer. The security will be conditioned upon the faithful performance of this Agreement with respect to the Work and will be released by City in accordance with Section 14 below upon final acceptance of the Improvements as described in Subsection 12.2 and Developer's delivery of the Warranty Security described in Subsection 13.1(c).

(b) Payment Security. Developer will furnish and deliver labor and materials security in the amount of One million, fifty-five thousand, one hundred eighteen Dollars ($1,055,118), concurrently with the execution of this Agreement, which security must meet the requirements of Government Code section 66499.2 and Redwood City Code Section 30.80 and be acceptable to the City Engineer. The security will secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. City will retain the security until both (i) City accepts the Work in accordance with Subsection 12.2 above and (ii) the statute of limitations to file an action under Civil Code section 8410 *et seq.* has expired. The security amount may thereafter be reduced or released by the City Engineer in accordance with Section 14.

(c) Warranty Security. Developer will furnish and deliver warranty security in the amount of One hundred five thousand, five hundred twelve Dollars ($105,512), upon acceptance of the Improvements and prior to release of the Performance Security. The security will be in a form acceptable to the City Engineer and will guarantee and warrant the Work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

13.2 If the improvement security is a corporate surety bond and, in the opinion of City, any surety or sureties thereon become insufficient, Developer will renew or replace any such surety with good and sufficient surety or sureties within ten (10) days after receiving written demand thereof from City.

13.3 Improvement security consisting of corporate surety bonds will be kept on file with the City Engineer. If a corporate surety bond is replaced by another approved bond, the replacement will be filed with the City Engineer and made a part of and incorporated into this Agreement. Upon filing and approval by the City Engineer of a replacement bond, the former improvement security will be released.

13.4 Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Cost of Work, will not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Cost of Work, Developer will furnish additional improvement security for, performance, warranty, and payment, as required by Subsection 13.1 above, for one hundred percent (100%) of the revised Estimated Cost of Work.

13.5 The City's approved bond forms are attached hereto as Exhibits B, C and D, attached hereto and incorporated by reference.

14. Partial Reduction or Release of Improvement Security.

14.1 Partial releases or reductions in Developer's improvement security may be authorized prior to City's acceptance of all Improvements required hereunder, as provided in this Section 14.

14.2 Upon acceptance of all or any specified category of the Improvements by the City Council and upon request of Developer, the improvement security may be reduced or released as follows:

(a) Security for Performance: The security for performance will be released upon the final completion of the Work, City's acceptance of the Improvements and Developer's delivery of the warranty security described in Subsection 13.1(c). At the request of Developer, the City Engineer may release a portion of the security for performance in conjunction with the acceptance of part of the Improvements; provided, however, that no such release will be for an amount less than ten percent (10%) of the total security

for performance and such security will not be reduced to an amount less than seventy-five percent (75%) of the total security for performance until final completion and City acceptance of the Improvements. In no event will the City Engineer authorize a release of the security for performance which would reduce such security to an amount below that required to guarantee the completion of the remaining Work and any other obligation imposed under this Agreement.

(b) Security for Payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment will, six (6) months after acceptance of all of the Improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the payment security will be released upon settlement or release of all claims and obligations for which the security was given.

(c) If Developer's obligations relating to any Improvements are subject to the approval of another governmental agency, City will not release the improvement security thereof until the obligations are performed to the satisfaction of such other governmental agency. Such agency will have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period such agency has not registered its satisfaction or dissatisfaction, it will be conclusively deemed that Developer's performance of the obligation was done to its satisfaction.

15. Warranty Period; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work performed under this Agreement and all materials used in the Work for a period of one (1) year after City's final acceptance in accordance with Section 12. If, within this one (1) year warranty period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work done under this Agreement, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer will, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer will pay to City upon demand the actual cost of such repairs, replacements or reconstruction.

16. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents or employees of

City and Developer's relationship to City, if any, arising herefrom is strictly that of an independent contractor.

17. Indemnification.

17.1 Neither City, nor its officers, agents nor employees, will be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer will indemnify, hold harmless and defend City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement. Notwithstanding the forgoing, Developer will not be obligated under this Agreement to defend and/or indemnify City to the extent that any of the damage or injury is caused by the gross negligence or willful misconduct of City or its agents or employees.

17.2 Developer's obligations under this Section 17 are not conditioned or dependent upon City, or its officers, agents and employees, whether City prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project or the Improvements, or whether City has insurance or other indemnification covering any of these matters.

17.3 Developer's obligation to indemnify, hold harmless and defend City will extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Project, and the Improvements required herein, and will likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by Developer's design or construction of public drainage systems, streets, and other public facilities or Improvements. The City's acceptance of the Improvements will not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City will not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvements Plans or the Final Map. After City's acceptance of the Improvements, Developer will remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction; provided, however, that Developer will not be responsible for routine maintenance. Developer's obligations under this Section 17 will remain in effect for ten (10) years following acceptance of the Improvements by the City Council. Developer acknowledges and agrees that Developer will be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and City will not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements. The Developer's improvement security will not be required to secure Developer's obligations under this Section 17 beyond the one-year guarantee and warranty period. If, in any judicial proceedings involving statutory

immunity under the Government Claims Act (Government Code Sections 810, et seq.) asserted by City, or its officers, agents or employees, is determined by a court of competent jurisdiction to be inapplicable or unavailable to immunize City, or its officers, agents or employees, from potential liability for any alleged acts or omissions under this Section 17, then such rights or obligations of indemnity hereunder will be governed by principles of comparative fault. This Section 17 will survive the early termination of this Agreement.

18. Insurance. Developer will, before the release of said Final Map by City for recordation, obtain and maintain in full force and effect during the term of this Agreement the following insurance policies:

18.1 General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

18.2 Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

18.3 Auto Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars ($1,000,000) per accident. If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

18.4 Builder's Risk Insurance. Upon commencement of construction and with approval of City, Developer shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of

terms and limits. Developer shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

18.5 Contractors Pollution Liability. Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars ($1,000,000) per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

18.6 Any deductibles or self-insured retentions must be declared to, and approved by City. At the option of City either Developer's insurer will reduce or eliminate the deductibles or self-insured retentions with respect to City, it's Council, commissions, boards, committees, officers, employees and agents or Developer will procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

18.7 Concurrently with the execution of this Agreement, Developer will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

(b) Providing that Developer's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

(c) Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

(d) Providing that Developer's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability

assumed by Developer under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

18.8 In the event that Developer's insurance is cancelled, Developer will provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

19. Compliance with Laws. Developer will comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer will, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the residential development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits will be furnished to the City Engineer upon request.

20. Encroachment Permits. Developer will obtain, at its sole cost and expense, any encroachment permits required by City in order to perform the Work.

21. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the payment security provided by Developer in accordance with Subsection 13.1 of this Agreement will not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 8424.

22. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

22.1 Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work.

22.2 Developer assigns the Agreement without the prior written consent of City.

22.3 Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency.

22.4 Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement.

22.5 Any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

City may serve written notice of breach and default upon Developer and the financial institution holding the securities.

23. Opportunity to Cure. If City gives Developer notice under Section 22 of breach and default of this Agreement, Developer will have thirty (30) days within which to correct, remedy or cure the default. If the written notification states that the problem is urgent and relates to the public health and safety, then Developer will have twenty four (24) hours to correct, remedy or cure the default. If Developer does not cure the default within the applicable timeframe, City may pursue the remedies set forth in Section 24 below.

24. Remedies.

24.1 City may proceed to complete the Work by contract or other method City considers advisable, at the sole expense of Developer. Developer, immediately upon demand, will pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the securities will be liable to City to pay the face amount of the security, as specified under Section 13.

24.2 City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs or pursue any other action at law or equity.

24.3 Developer agrees that if legal action is brought by City under this section of the Agreement, Developer will pay all of the costs of suit, reasonable attorney fees, and such other costs as may be determined by the court.

24.4 No failure on the part of City to exercise any right or remedy hereunder will operate as a waiver of any other right or remedy that City may have hereunder.

24.5 The rights and remedies of City are cumulative, and the exercise by City of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

25. Final Drawings. Upon completion of the Work and prior to final acceptance, Developer will deliver to City a set of "as-built" drawings consistent with the Conditions. These drawings will be in a form acceptable to the City Engineer, will be certified as being "as-built" and will reflect the Work as actually constructed, with any and all changes incorporated therein. Said drawings will be signed and sealed as accurate by the engineer of record.

26. Monuments. All pipes and monuments shown on the Final Map which are destroyed or displaced during construction operations will be replaced by Developer at the time of the final inspection of the Improvements, if any.

27. Attorneys' Fees. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party will be entitled to all costs of suit, reasonable attorneys' fees and such other costs as may be determined by the court.

28. Notices. Any notices relating to this Agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To Developer:	One20th LLC 3031 Tisch Way, Suite 1010 San Jose, CA 95128 Attn: Jeff Curran
With a copy to:	BWS Inc 3031 Tisch Way, Suite 1010 San Jose, CA 95128 Attn: Greg Plnn
To City:	City of Redwood City 1017 Middlefield Road Redwood City, California 94063 Attn: City Manager
With a copy to:	City of Redwood City 1017 Middlefield Road Redwood City, California 94063 Attn: City Attorney

29. Assignment by Developer. Developer may assign its obligations under this Agreement only with City's prior written approval. In connection with any such assignment, Developer and its assignee will execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

30. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement will be binding upon all heirs, successors and assigns of the Parties hereto.

31. Interpretation. The word "including" will be construed as if followed by the words "without limitation." All recitals to this Agreement are incorporated by reference as though fully restated herein. All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein. This Agreement will be interpreted as though prepared jointly by both Parties. Section headings in this Agreement

are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

32. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement will not be affected, except as necessarily required by the invalid provision, and will remain in full force and effect.

33. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of all Parties hereto.

34. Governing Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement will be brought only in the Superior Court of the County of San Mateo, State of California.

35. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

36. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

37. Runs with the Land; Recordation. This Agreement pertains to and will run with the Property. Upon execution, this Agreement will be recorded in the Official Records of San Mateo County. Upon completion of performance and satisfaction by Developer of its obligations under this Agreement, including warranty obligations, a written statement will be recorded by City in the Official Records of San Mateo County terminating this Agreement and releasing all of the Property. The recorded written statement does not release the Parties from obligations that survive termination of the Agreement, including indemnification.

[Signature Page Follows]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

DEVELOPER

One20th LLC,
a Wyoming Limited Liability Company

By: _____

Name: Jeff Curran

Title: Chief Operating Officer

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
charter city and municipal corporation

_____
Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

_____
Pamela Aguilar, City Clerk

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

December 11, 2020
BKF Job No: C20176347-20

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being all of Lot 3, 4, and 5 in Block 3 as shown on that certain map filed on March 24, 1906, in Book E of maps at page 51, a copy of which was entered in Book 4 of maps at page 18, official records of San Mateo County.

EXCEPTING THEREFROM, from said Lot 3, that portion thereof conveyed to the State of California, by Deed from Evelyn Cora Heydenfeldt, a widow, and Evelyn Heydenfeldt, a daughter, single woman, dated December 29, 1936, and recorded February 8, 1937, Book 735 of Official Records at Page 29, described as follows:

COMMENCING at the most Easterly corner of said Lot 3, distant South 39 ° 20' West 26.12 feet from Station "X" 332+13.51 P.O.T. on the center line of the survey for the relocation of the State Highway designated as Road IV, San Mateo County Route 2, Section B; thence along the Northeasterly line of Lot 3, North 45 ° 15' West 150.2 feet to the most Northerly corner thereof; thence along the Northwesterly line of said Lot, being the Southeasterly line of Ringer Avenue, South 34 ° 04' West 24.42 feet to a point on a line parallel to and 50 feet Southwesterly at right angles from the center line of said survey; thence along said parallel line, South 45 ° 15' East (State Highway bearing South 44 ° 42' 30" East) 147.94 feet to a point in the Southeasterly line of said Lot 3; thence along said Southeasterly line, North 39 ° 20' East 24.11 feet to the point of commencement.

Containing an area of 19,195 square feet, more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

David Darling 12/11/2020
Dave Darling Dated

PROFESSIONAL LAND SURVEYOR
DAVID S. DARLING
L.S. 7625
STATE OF CALIFORNIA

END OF DESCRIPTION

REV: 01-06-2021 PR

Exhibit "B"

FORM OF FAITHFUL PERFORMANCE BOND
(SUBDIVISION)

WHEREAS: the City of Redwood City ("City"), County of San Mateo, State of California, and _____, (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement dated _____, 20__ ("Agreement"), the terms and conditions of which are incorporated herein by reference, whereby Principal agrees to install and complete certain designated public improvements for the following project:

_____

One20 Towns

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement;

NOW, THEREFORE, we, the Principal, and _____, organized and existing under the laws of the State of _____ and authorized to execute bonds and undertaking as sole surety in the State of California ("Surety") are held and firmly bound unto the City of Redwood City, County of San Mateo, State of California, in the penal sum of _____Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

This bond is executed and filed to comply with the provisions of Government Code Sections 66499 and 66499.1 and all amendments thereto.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, will in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and will indemnify and hold harmless City, its Council, Commissioners, boards, committees, officers, agents and employees, as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the

specifications accompanying the same will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this_____ day of _____ 20__ the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____
Principal

_____
(SEAL)

By_____**(s)**

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
Surety

ATTEST:

_____
Witness to Surety **Attorney-in-Fact**

_____

_____

_____

(Address)

If **PRINCIPAL** is partnership, all partners must execute **BOND.**

REV: 01-06-2021 PR

Exhibit "C"

FORM OF PAYMENT BOND
(SUBDIVISION)

WHEREAS: the City of Redwood City ("City"), County of San Mateo, State of California, and _____, (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement dated _____, 20__ ("Agreement"), the terms and conditions of which are incorporated herein by reference, whereby Principal agrees to install and complete certain designated public improvements for the following project:

_____

One20 Towns

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal and _____ _____, organized and existing under the laws of the State of _____, and duly licensed to engage in surety business in the State of California, and authorized to execute bonds and undertaking as sole surety ("Surety") are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of _____ Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California, so as to give a right of action to them or their assignees in suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation will become null and void, otherwise it will be and remain in full force and effect.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the State of California as designated in Civil Code Sections 9550-9566, inclusive, and all amendments thereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____day of _____,20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____
Principal

_____
(SEAL)

By _____**(s)**

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
Surety

ATTEST:

_____
Witness to Surety **Attorney-in-Fact**

_____

_____

_____

(Address)

If **PRINCIPAL** is partnership, all partners must execute **BOND**.

REV: 01-06-2021 PR

Exhibit "D"

FORM OF WARRANTY BOND
(SUBDIVISION)

WHEREAS, the City of Redwood City ("City"), County of San Mateo, State of California, and _____, (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement dated _____, 20__ ("Agreement"), the terms and conditions of which are incorporated herein by reference, whereby Principal agrees to install and complete certain designated public improvements for the following project:

One20 Towns

WHEREAS, said Principal is required under the terms of said Agreement to provide a warranty security.

NOW, THEREFORE, we, the Principal and _____ of _____ organized and existing under the laws of the State of _____, duly licensed to transact surety business in the State of California and authorized to execute bonds and undertaking as sole surety ("Surety") are hereby held and firmly bound unto the City in the amount of _____ Dollars ($_____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the warranty requirements of Subsection 13.1(c) of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, set forth in Section 17 of the Agreement, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

The Surety's obligation under this bond will remain in effect for a period of one (1) year from the date of the City's acceptance of said work.

The Surety's obligation under this bond will arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal's default under the Agreement, and the Principal's failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond will in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety will pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs will be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

ATTEST:

_____
Principal

_____
(SEAL)

By_____**(s)**

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
Surety

ATTEST:

_____
Witness to Surety **Attorney-in-Fact**

_____

_____

_____
(Address)

If **PRINCIPAL** is partnership, all partners must execute **BOND.**

REV: 01-06-2021 PR

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Santa Clara }

On January 15, 2021 (Date) before me, Celina Mendoza, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jeff Curran (Name(s) of Signer(s))

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

CELINA MENDOZA
Notary Public - California
Santa Clara County
Commission # 2315741
My Comm. Expires Jan 7, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Redwood City)
1017 Middlefield Road)
Redwood City, California 94063)
Attention: City Clerk)
)
)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code §27383

LANDSCAPE MAINTENANCE AGREEMENT
One20 Towns at 120 El Camino Real

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between One20th LLC, a Wyoming Limited Liability Company ("Developer"), and the CITY OF REDWOOD CITY, a charter city and California municipal corporation ("City") with reference to the following facts:

RECITALS

A. Reference is made to that certain real property situated in the City of Redwood City, County of San Mateo, State of California, known as 120 El Camino Real ("Site") and described on Exhibit "A", attached hereto and incorporated by this reference as if fully set forth herein (the "Property"). The Property is being developed as a residential project. Developer expects to transfer its interest in the Property to One20 Towns Community Association ("HOA"), a California nonprofit mutual benefit corporation, which HOA will be ultimately responsible for the management, operation and governance of the Property.

B. In connection with its development of the Property as a residential community, Developer submitted to City Improvement Plans, which include, inter alia, landscaping plans for along the Property frontage ("Plans"), all of which Plans have been approved by City. The Plans provide for installation of certain specialty pavements, sidewalks, street trees with grates and guards, landscaping, pedestrian lighting, and irrigation ("Improvements") within the project frontage along Finger Avenue and El Camino Real, as well as within the public easement area on the site ("Maintenance Area") as the Improvements and Maintenance Area are more specifically shown on Exhibit "B" attached hereto and incorporated by this reference as if fully set forth herein.

C. Developer has submitted a final map for the Property, which has been reviewed by the City Engineer and is being approved concurrently with this Agreement ("Final Map").

D. Developer recognizes that City's approval of the Final Map is based on Developer's commitment to the long-term maintenance, repair, care and, if and when necessary, replacement of the Improvements, and that the Final Map would not have

been approved without the assurance that this Agreement would be executed by Developer.

E. City and Developer desire to enter into an agreement pursuant to which Developer will maintain the Improvements within the Maintenance Area as both are depicted on Exhibit "B".

AGREEMENT

NOW, THEREFORE, City and Developer (together, the "Parties") hereby agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to assure the maintenance, periodic inspection, repair, safe operation and, if and when necessary, replacement of the Improvements by Developer at its expense in accordance with the standards, including the Maintenance Standards (defined in Section 4 below), set forth herein.

2. IMPROVEMENTS AS A BENEFIT. Developer agrees that the Improvements will materially benefit the Property and that Developer's maintenance, repair, safe operation and, if and when necessary, replacement thereof in accordance with this Agreement is necessary for approval of Developer's: Final Map.

3. DEVELOPER'S RESPONSIBILITIES. In order to ensure the attractive and healthy appearance of the landscaping; the attractive appearance, condition and safety of any and all structures; and the efficient operation of all the Improvements, Developer will undertake the following actions at its sole cost and expense:

a. Maintain, safely operate, periodically inspect, repair, resurface and, if and when necessary, replace the Improvements identified in Exhibit "B";

b. Perform all necessary service on maintenance equipment; and

c. Pay the electrical expense of operating the pedestrian light and irrigation controller, upon the direct receipt of invoices for electrical service from Pacific Gas and Electric.

In undertaking the foregoing actions, Developer will comply with the Maintenance Standards described in Section 4 below and with industry and City standards applicable to similar improvements.

4. MAINTENANCE STANDARDS. Developer, including its maintenance staff, contractors and subcontractors , will comply with the following standards (collectively, "Maintenance Standards") in connection with maintenance of the Improvements:

a. Developer will maintain the Improvements in good condition, in compliance with the Plans and Final Map, and in accordance with the custom and

practice generally applicable to public rights-of-way within the City of Redwood City.

b. Landscape maintenance will include, but is not limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; removal and replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

c. Clean-up maintenance will include, but is not limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

d. Lighting maintenance will include prompt replacement of inoperable light bulbs, repair and replacement of damaged light fixtures and timely payment of electrical costs to Pacific Gas and Electric.

e. All maintenance work will conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

f. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance will be applied in strict accordance with all governmental requirements. Precautionary measures will be employed recognizing that all areas are open to public access.

5. CITY'S RESPONSIBILITIES. Nothing contained in this Agreement will limit City's responsibility to maintain the structural integrity of the public streets, including asphalt and concrete paving, medians, signage, curb and gutter and underground utilities, street lights, or any other duty or responsibility of City relating to the public street or the surrounding property.

6. CITY'S RIGHT TO PERFORM MAINTENANCE; FORMATION OF SPECIAL DISTRICT. If Developer does not repair, periodically inspect, maintain, care for and, if and when necessary, replace the Improvements on and about the Property in the manner set forth herein, City will have the right to maintain, repair, periodically inspect, care for, and replace such Improvements, or to contract for the correction of such deficiencies, after written notice to Developer. City may, at its option, form a special district to levy assessments against the Property to pay for the costs of curing and correcting such deficiencies.

a. Notice to Developer. Prior to taking any such corrective action, City will notify Developer in writing if the condition of said Improvements does not conform to the standards and requirements set forth herein, including without limitation the Maintenance Standards, and to specify the deficiencies and the actions Developer must take to cure the deficiencies. Upon notification of any deficiency, Developer will have thirty (30) days to correct, remedy or cure the deficiency. If the written notification states that the deficiency is urgent and relates to the public health and safety, then Developer will have twenty-four (24) hours to correct, remedy or cure the deficiency.

b. Lien for Costs of Required Maintenance. In the event that Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such deficiency after notification and after expiration of any applicable cure period, then City will have the right to maintain, repair, care for and, if and when necessary, replace such Improvements at Developer's expense. Developer agrees to pay City upon demand all charges and costs incurred by City for such maintenance, repair and replacement work. Until so paid, City will have a lien on the Site for the amount of such charges or costs, which lien will be perfected by the recordation of a "Notice of Claim of Lien" against the Property. This lien will affect all parcels jointly and severally if portions of the Property have been sold. Any lien in favor of City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien will in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of City created or claimed hereunder will in any way defeat, invalidate, or impair the obligation or priority of any existing lease, sublease or easement unless such instrument is expressly subordinated to such lien.

c. Legal Action. City may bring legal action to collect the sums due as the result of expending public monies to maintain, repair and, if and when necessary, replace any Improvements that are the responsibility of Developer as provided herein. Developer agrees that if City brings legal action to enforce its rights under this Section 6, Developer will pay City all costs incurred by it, including attorneys' fees and court costs, together with interest from the date City provided notice under Section 6.a, at the rate of seven percent (7%) per annum.

d. Additional Remedies. Developer acknowledges and agrees that City may also pursue any and all other remedies available in law or equity in the event of a breach of Developer's obligations and agreements set forth herein.

e. Intention of City. Nothing in this Section 6 will be construed, either expressly or by implication, as indicating City's intention to exercise dominion or control over the Improvements.

7. NO IMPAIRMENT OF LIEN. No violation or breach of the agreements, conditions, restrictions, provisions or limitations contained in this Agreement will defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Developer to the Site or any portion thereof will be bound by such agreements, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. ENCROACHMENT PERMIT; RIGHT OF ENTRY. To the extent that the Improvements are located within City rights-of-way, Developer will obtain a single on-going revocable encroachment permit from City in order for Developer to perform its obligations under this Agreement. Such an encroachment permit will set forth the terms and provisions upon which Developer has a right to enter onto such rights-of-way in order to perform maintenance, inspection, repair and, if and when necessary, replacement services (collectively, "Maintenance Services"). The encroachment permit will include the following terms and conditions:

a. Permitted Uses. Developer may enter upon such Improvements as are located within City rights-of-way, and may temporarily block reasonably necessary portions of the adjoining street surfaces, solely for the purpose of performing Maintenance Services, and incidental purposes thereto, such as operating equipment and storing materials during the period maintenance services are being performed (collectively, "Activities"). Developer will not use such areas for any other purpose.

b. Insurance.

i. General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two <Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

ii. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000). Developer

shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

iii. Auto Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars ($1,000,000) per accident. If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Any deductibles or self-insured retentions must be declared to, and approved by City. At the option of City either Developer's insurer will reduce or eliminate the deductibles or self-insured retentions with respect to City, it's Council, commissions, boards, committees, officers, employees and agents or Developer will procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

v. Concurrently with the execution of this Agreement, Developer will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

1. Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

2. Providing that Developer's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

3. Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

4. Providing that Developer's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability

assumed by Developer under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

In the event that Developer's insurance is cancelled, Developer will provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

9. PERMITS AND APPROVALS. To the extent that performance of the Maintenance Services or other Activities requires permits or governmental approvals, Developer will, at its sole cost and expense, obtain such permits and approvals. City will issue encroachment permits, from time to time, on the terms set forth in Section 8 above.

10. TERM. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by City.

11. INDEMNIFICATION. Developer will indemnify, defend and hold City, its Council, boards, offices, commissions, agents and employees harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, "Claims" and collectively, "Claims"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by Developer, or Developer's contractors, subcontractors, agents or employees, including, but not limited to, the performance of the Maintenance Services or other Activities. Notwithstanding the forgoing, Developer will not be obligated under this Agreement to defend and/or indemnify City to the extent that any Claim is caused by the gross negligence or willful misconduct of City or its agents or employees. The aforementioned indemnity will apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. This Section 11 will survive termination of this Agreement.

12. DEFAULT. The failure to maintain the Improvements will constitute an event of default. Upon such event of default, City will provide written notice to Developer. Upon receipt of the written notice, Developer will have thirty (30) days to remedy such event of default (or such longer period of time as may reasonably be required, as determined by City, provided that Developer will commence to remedy such default within thirty (30) days period and thereafter diligently prosecute such remedy to completion). If Developer fails to remedy the event of default within the prescribed time period, City will have the right to do all work necessary to remedy the event of default and charge Developer pursuant to the terms of Section 6, above.

13. ASSIGNMENT BY CITY. City may assign its rights and obligations under this Agreement to a municipal services district or other public agency without Developer's consent.

14. AGREEMENT ATTACHES TO LAND AND BINDS DEVELOPER'S SUCCESSORS AND ASSIGNS. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Developer's expense. This

Agreement binds the assigns and successors-in-interest of Developer, including any transferee of a fee interest in any unit located within the Property. City and its successors and assigns, in the event of any breach of this Agreement, will have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Developer or its permitted successors and assigns to enforce the curing of such breach.

15. ASSIGNMENT BY DEVELOPER. Developer may assign its obligations under this Agreement only with the prior written approval of City. In connection with any such assignment, Developer and its assignee will execute and deliver to City a written assignment and assumption agreement in a form acceptable to City Attorney. Developer may sell and/or grant the fee interest of lots/units or common area located on the Property and thereby transfer all of its obligations under this Agreement to its successors. Upon the sale and/or grant of a fee interest in a particular lot or common area located on the Property, Developer's obligations under this Agreement will inure to its successor-in-interest and Developer will thereafter be released from its obligations under this Agreement with respect to such lot or common area.

16. NOTICES. Any notices relating to this Agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To Developer:	One20th LLC 3031 Tisch Way, Suite 1010 San Jose, CA 95128 Attn: Jeff Curran
With a copy to:	BWS Inc 3031 Tisch Way, Suite 1010 San Jose, CA 95128 Attn: Greg Plnn
To City:	City of Redwood City 1017 Middlefield Road Redwood City, California 94063 Attn: City Manager
With a copy to:	City of Redwood City 1017 Middlefield Road Redwood City, California 94063 Attn: City Attorney

17. MISCELLANEOUS.

a. Entire Agreement, Amendments, Recitals. This Agreement contains the entire understanding and agreement of the Parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the

Parties to this Agreement. All recitals set forth above are incorporated by reference into this Agreement.

b. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning hereof.

c. Governing Law. This Agreement will be construed and governed in accordance with the laws of the State of California. Venue will be the County of San Mateo.

d. Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.

e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.

f. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect.

g. Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

h. No Agency Relationship. Neither Developer nor any of Developer's agents, contractors or subcontractors are or will be considered to be agents of City in connection with the performance of any of Developer's obligations under this Agreement.

i. Attorneys' Fees and Costs. Either party may bring a lawsuit to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding will be entitled to recover from the other party's reasonable costs and expenses, including attorneys' fees.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

DEVELOPER

One20th LLC,
A Wyoming Limited Liability Company

By: _____

Name: Jeff Curran

Title: Chief Operating Officer

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
municipal corporation

_____
Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

_____
Pamela Aguilar, City Clerk

REV: 12-16-2020 PR

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Santa Clara

On January 15, 2021 (Date) before me, Celina Mendoza, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jeff Curran (Name(s) of Signer(s))

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

CELINA MENDOZA
Notary Public - California
Santa Clara County
Commission # 2315741
My Comm. Expires Jan 7, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

December 11, 2020
BKF Job No: C20176347-20

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being all of Lot 3, 4, and 5 in Block 3 as shown on that certain map filed on March 24, 1906, in Book E of maps at page 51, a copy of which was entered in Book 4 of maps at page 18, official records of San Mateo County.

EXCEPTING THEREFROM, from said Lot 3, that portion thereof conveyed to the State of California, by Deed from Evelyn Cora Heydenfeldt, a widow, and Evelyn Heydenfeldt, a daughter, single woman, dated December 29, 1936, and recorded February 8, 1937, Book 735 of Official Records at Page 29, described as follows:

COMMENCING at the most Easterly corner of said Lot 3, distant South 39 ° 20' West 26.12 feet from Station "X" 332+13.51 P.O.T. on the center line of the survey for the relocation of the State Highway designated as Road IV, San Mateo County Route 2, Section B; thence along the Northeasterly line of Lot 3, North 45 ° 15' West 150.2 feet to the most Northerly corner thereof; thence along the Northwesterly line of said Lot, being the Southeasterly line of Ringer Avenue, South 34 ° 04' West 24.42 feet to a point on a line parallel to and 50 feet Southwesterly at right angles from the center line of said survey; thence along said parallel line, South 45 ° 15' East (State Highway bearing South 44 ° 42' 30" East) 147.94 feet to a point in the Southeasterly line of said Lot 3; thence along said Southeasterly line, North 39 ° 20' East 24.11 feet to the point of commencement.

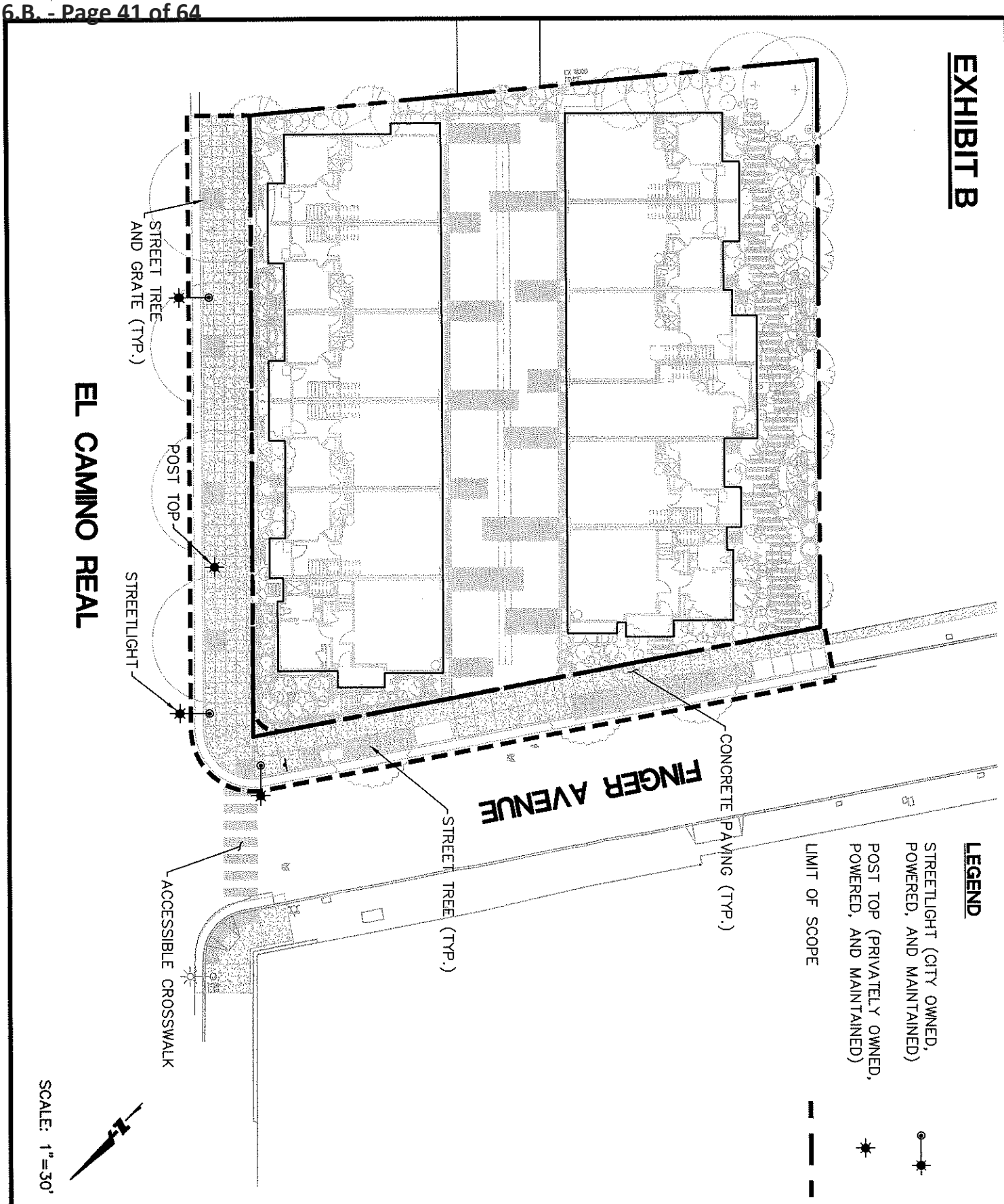
Containing an area of 19,195 square feet, more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

David Darling 12/11/2020
Dave Darling Dated

END OF DESCRIPTION

EXHIBIT B



BKF ENGINEERS / SURVEYORS / PLANNERS
1730 N. FIRST ST.
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject ONE20 TOWNS, EXHIBIT B
LANDSCAPE MAINTANENCE AGREEMENT
Job No. 20176347
By CT Date 12/4/2020 Chkd. PK
SHEET 1 OF 1

DRAWING NAME: K:\2017\176347_120 ECR, RWC\ENG\EXHIBIT\13_LS Maintenance\120ECR-LS.dwg
PLOT TIME: 12-04-20
PLOTTED BY: trae

RECORDING REQUESTED BY AND AFTER RECORDING MAIL TO:

CITY CLERK
CITY OF REDWOOD CITY
P.O. BOX 391
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94064

SPACE ABOVE RESERVED FOR RECORDER'S USE
Exempt from recording fee per Gov. Code § 27383.

STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT
One20 Towns at 120 El Camino Real

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into _____, 20___("Effective Date"), by and between the City of Redwood City ("City") and One20th LLC, a Wyoming Limited Liability Company ("Property Owner") (together, the "Parties").

RECITALS

A. On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-0049, amending the San Mateo Countywide NPDES Municipal Stormwater Permit (Order 99-059, CAS0029921) (the "NPDES Permit").

B. Provision C.3. of the NPDES Permit, as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures will be adequately operated and maintained by entities responsible for the stormwater treatment measures.

C. Property Owner is the owner of real property commonly known as 120 El Camino Real, Redwood City, CA (the "Property"), as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

D. Attached hereto as Exhibit "B", and incorporated herein by this reference, is a legible reduced-scale copy of the site plan showing the stormwater treatment measures that are to be located or to be constructed on the Property, hereinafter referred to as the "Site Plan."

E. Attached hereto as Exhibit "C" and incorporated herein by this reference, is an "Inspection and Maintenance Checklist" which describes Property Owner's maintenance activities to be performed pursuant to this Agreement.

F. City is the permittee public agency with jurisdiction over the Property.

G. Property Owner recognizes that the stormwater treatment measure(s) more particularly described and shown on the Site Plan must be installed and maintained as indicated in this Agreement and as required by the NPDES Permit or other regulatory agencies having jurisdiction.

H. Full-scale plans of measures shown on the Site Plan and any amendments thereto are on file with City's Engineering & Transportation Division.

I. City and Property Owner agree that the health, safety and welfare of the citizens of City require that the stormwater treatment measure(s) detailed in the Site Plan be constructed and maintained on the Property.

J. City's Stormwater Management and Discharge Control Program Ordinance, Stormwater related guidelines, criteria and other written directions ("City Stormwater Regulations") require that the stormwater treatment measure(s), as shown on the approved Site Plan, be constructed and maintained by Property Owner.

AGREEMENT

NOW, THEREFORE, in consideration of the benefit received by Property Owner as a result of City's approval of the Site Plan, Property Owner hereby covenants and agrees with City as follows:

1. Construction of Treatment Measures. The on-site Stormwater treatment measure(s) shown on the Site Plan will be constructed by Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by City in conformance with City Stormwater Regulations.

2. Operation & Maintenance Responsibility. This Agreement will serve as the signed statement by Property Owner accepting responsibility for operation and maintenance ("O&M") of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity.

3. Maintenance of Treatment Measures. Property Owner will not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that lessens its effectiveness. Property Owner will also, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to City and in accordance with the Site Plan and Inspection and Maintenance Checklist. Property Owner's responsibilities in the foregoing sentences extend to all measures described in the Site Plan, including, without limitation, all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described measures in good working condition so that these measures continue to operate as originally designed and approved. The Inspection and Maintenance Checklist will include a detailed description of and schedule for long-term maintenance activities of the stormwater treatment measures.

4. Sediment Management. Property Owner will appropriately manage sediment accumulation resulting from the normal operation of the stormwater treatment measure(s). Property Owner will provide for the removal and disposal of accumulated sediment in a manner that complies with all federal, state and local law and regulations. Disposal of accumulated sediment or debris will not occur on the Property.

5. Annual Inspection and Report. Property Owner will, on an annual basis, complete a Treatment Measure Operation and Maintenance Inspection Report ("Annual Report"). The Annual Report will include all completed Inspection and Maintenance Checklists for the reporting period and will be submitted to City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. Property Owner will submit the Annual Report no later than December 31 of each year, under penalty of perjury, to Office of the City Engineer, 1017 Middlefield Road, Redwood City, CA 94063 or another member of City staff as directed by City. The Annual Report will include a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). Property Owner will conduct a minimum of one (1) annual inspection of the stormwater treatment measure(s) between August 1st and October 1st each year. City may require more frequent inspections. The results of inspections will be recorded on the Annual Inspection Report.

6. Necessary Changes and Modifications. At its sole expense, Property Owner will make changes or modifications to the stormwater treatment measure(s) as City reasonably determines are necessary to ensure that the stormwater treatment measure(s) are properly maintained and continue to operate as originally designed and approved.

7. Access to the Property. Property Owner hereby grants permission to City; the San Francisco Bay Regional Water Quality Control Board (the "Regional Board"); the San Mateo County Mosquito Abatement District (the "Mosquito Abatement District"); and their authorized agents and employees to enter the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that the stormwater treatment measure(s) are being properly maintained and are continuing to perform in a manner adequate to protect water quality and the public health and safety. This includes the right to enter the Property whenever there is a reasonable basis to believe that a violation of this Agreement, City Stormwater Regulations, or the NPDES Permit, and any amendments or re-issuances of the NPDES Permit is occurring, has occurred or threatens to occur. The above listed agencies may also enter the Property when necessary for abatement of a public nuisance or correction of a violation of City Stormwater Regulations. City, the Regional Board, or the Mosquito Abatement District will provide reasonable (as may be appropriate for the particular circumstances) notice to Property Owner before entering the property.

8. Failure to Maintain Treatment Measures. In the event Property Owner fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan in good working order acceptable to City and in accordance with the Inspection and Maintenance Checklist, City and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the stormwater treatment measure(s) to good working order. City will provide reasonable notice before such entry, provided that notice will not be necessary if emergency conditions require immediate remedial action. This provision will not be construed to allow City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the stormwater treatment measure(s) and in no event will this Agreement be construed to impose any such obligation on City.

9. Reimbursement of City Expenditures. In the event City, pursuant to this

Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the stormwater treatment measure(s) to good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, Property Owner will reimburse City for costs incurred by the City hereunder. Property Owner will make such reimbursement payments within thirty (30) days of receiving an invoice from City. If these costs are not paid within the prescribed time period, City may assess Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment will be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by City. The actions described in this section are in addition to, and not in-lieu-of, any and all legal remedies as provided by law, available to City as a result of Property Owner's failure to maintain the stormwater treatment measure(s).

10. Indemnification. Property Owner will indemnify, hold harmless and defend City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, costs and expenses, including attorney's fees, claimed or which might arise or be asserted against City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the stormwater treatment measure(s) by Property Owner or City (each, individually, a "Claim," and collectively, "Claims"). In the event such a Claim is asserted against City, its authorized agents, officers, officials or employees, City will promptly notify Property Owner and Property Owner will defend at its own expense any suit based on such Claim. This section will not apply to any Claims that arise due to the gross negligence or willful misconduct of City. This Section 10 will survive the early termination of this Agreement.

11. Insurance. Property Owner will obtain and maintain in full force and effect during the term of this Agreement the following insurance policies:

11.1 General Liability. Property Owner shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Property Owner's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

11.2 Workers' Compensation. Property Owner shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000). Property Owner shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

11.3 Auto Liability. Property Owner shall provide auto liability coverage for owned,

non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars ($1,000,000) per accident. If Property Owner owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

11.4 Any deductibles or self-insured retentions must be declared to, and approved by City. At the option of City either Property Owner's insurer will reduce or eliminate the deductibles or self-insured retentions with respect to City, it's Council, commissions, boards, committees, officers, employees and agents or Property Owner will procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.5 Concurrently with the execution of this Agreement, Property Owner will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

(b) Providing that Property Owner's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

(c) Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

(d) Providing that Property Owner's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability assumed by Property Owner under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

11.6 In the event that Property Owner's insurance is cancelled, Property Owner will provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

12. No Additional Liability. It is the intent of this Agreement to insure the proper maintenance of the stormwater treatment measure(s) by Property Owner; provided, however, that this Agreement will not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by stormwater runoff.

13. Performance Financial Assurance. City may request Property Owner to

provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to City Stormwater Regulations.

14. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Property Owner under this Agreement.

For City:
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
(650) 780 - 7000
Attn: City Manager

For Property Owner:
Jeff Curran
1475 Saratoga Ave, Ste 250
San Jose, CA 94129
(408) 252-9131

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail, return receipt requested. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

15. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

16. Paragraph Headings; Recitals. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof. The above recitals are incorporated by reference as though fully set forth herein.

17. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, embody the entire agreement and understanding between the Parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

18. Severability. The provisions of this Agreement will be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this will not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

19. Covenant Running with the Land. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Property Owner's expense. This Agreement binds the assigns and successors-in-interest of Property Owner. City and its successors and assigns, in the event of any breach of this Agreement, will have

the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Property Owner or its permitted successors and assigns to enforce the curing of such breach.

20. Assignment by Property Owner. Property Owner may assign its obligations under this Agreement only with City's prior written approval. In connection with any such assignment, Property Owner and its assignee will execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

21. Release of Agreement. In the event that City determines that the stormwater treatment measure(s)located on the Property are no longer required, then City, at the request of Property Owner will execute a release of this Agreement, which Property Owner will record in the County Recorder's Office at Property Owner's expense. City reserves the option to record such release of this Agreement. The stormwater treatment measure(s) will not be removed from the Property unless such a release is so executed and recorded.

22. Attorneys' Fees. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party will be entitled to all costs of suit, reasonable attorneys' fees and such other costs as may be determined by the court.

23. Effective Date and Modification. This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement will not be modified except by written instrument executed by City and Property Owner at the time of modification. Such modifications will be effective upon the date of execution and will be recorded.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

PROPERTY OWNER

One20th LLC,
A Wyoming Limited Liability Company

By: _____

Name: Jeff Curran

Title: Chief Operating Officer

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
municipal corporation

_____
Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

_____
Pamela Aguilar, City Clerk

REV: 12-16-2020 PR

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Santa Clara }

On January 15, 2021 before me, Celina Mendoza, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Jeff Curran
Name(s) of Signer(s)

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

CELINA MENDOZA
Notary Public - California
Santa Clara County
Commission # 2315741
My Comm. Expires Jan 7, 2024

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

December 11, 2020
BKF Job No: C20176347-20

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being all of Lot 3, 4, and 5 in Block 3 as shown on that certain map filed on March 24, 1906, in Book E of maps at page 51, a copy of which was entered in Book 4 of maps at page 18, official records of San Mateo County.

EXCEPTING THEREFROM, from said Lot 3, that portion thereof conveyed to the State of California, by Deed from Evelyn Cora Heydenfeldt, a widow, and Evelyn Heydenfeldt, a daughter, single woman, dated December 29, 1936, and recorded February 8, 1937, Book 735 of Official Records at Page 29, described as follows:

COMMENCING at the most Easterly corner of said Lot 3, distant South 39 ° 20' West 26.12 feet from Station "X" 332+13.51 P.O.T. on the center line of the survey for the relocation of the State Highway designated as Road IV, San Mateo County Route 2, Section B; thence along the Northeasterly line of Lot 3, North 45 ° 15' West 150.2 feet to the most Northerly corner thereof; thence along the Northwesterly line of said Lot, being the Southeasterly line of Ringer Avenue, South 34 ° 04' West 24.42 feet to a point on a line parallel to and 50 feet Southwesterly at right angles from the center line of said survey; thence along said parallel line, South 45 ° 15' East (State Highway bearing South 44 ° 42' 30" East) 147.94 feet to a point in the Southeasterly line of said Lot 3; thence along said Southeasterly line, North 39 ° 20' East 24.11 feet to the point of commencement.

Containing an area of 19,195 square feet, more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

David Darling 12/11/2020
Dave Darling Dated

END OF DESCRIPTION

ENGINEERS / SURVEYORS / PLANNERS
BKF
1730 N. FIRST ST.
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject ONE20 TOWNS, EXHIBIT B-1
OVERALL STORMWATER PLAN
Job No. 2017634?
By CT Date 12/11/20 Chkd.PK
SHEET 1 OF 5

DRAWING NAME: K:\2017\178347_120 EOR, RWC\ENG\EXHIBIT\12_SW Maintenance\120ECR-SW.dwg
PLOT TIME: 12-11-20
PLOTTED BY: tcg

SCALE: 1"=30'

EXHIBIT B

FINGER AVENUE

EL CAMINO REAL

4+00

5+00

6+00

3+00

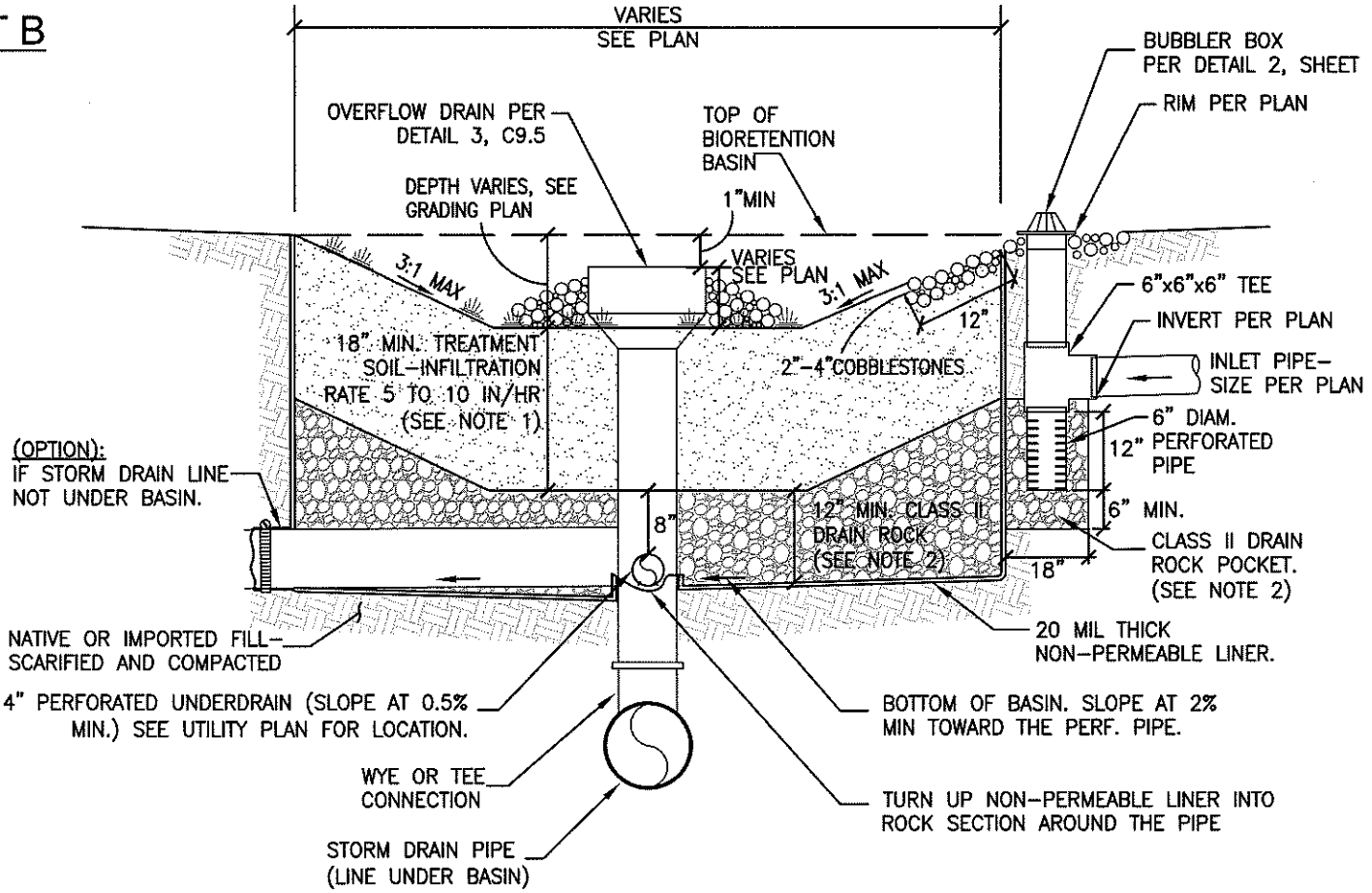
BIORETENTION BASIN 1

BIORETENTION BASIN 2

FLOW THROUGH PLANTER 1

FLOW THROUGH PLANTER 2

EXHIBIT B



TRANSVERSE SECTION
N.T.S.

NOTE:

1. FOR TREATMENT SOIL SPECIFICATION, SEE THE SAN MATEO COUNTY REFERENCE – APPENDIX K OF THE SMCWPPP C.3 REGULATED PROJECTS GUIDE
2. BACKFILL BIORETENTION ONLY WITH PERMEABLE PLANTING MATERIAL AND DRAIN ROCK AS SPECIFIED IN THIS DETAIL. ABSOLUTELY NO NATIVE MATERIAL SHALL BE USED FOR BACKFILL. CONTRACTOR MUST COORDINATE WITH CIVIL ENGINEER PRIOR TO CONSTRUCTION.
3. CONTACT THE CITY'S PROJECT INSPECTOR FOR INSPECTION DURING INSTALLATION OF IMPERMEABLE LINER, UNDERDRAIN SYSTEM, DRAIN ROCK, BIOTREATMENT SOIL, AND FINAL LANDSCAPING. RESULT FROM A PERCOLATION RATE SHALL BE GREATER THAN 5.0 IN/HR AND LESS THAN 10.0 IN/HR.
4. A MINIMUM 2-FOOT LEVEL CLEARANCE (MAX 2%) SHALL BE PROVIDE BETWEEN THE TOP OF BASIN AND WALKWAYS/PUBLIC SIDEWALKS.
5. DRAIN ROCK TO BE CLASS 2 PERMEABLE MATERIAL PER CALTRANS STANDARD SPECIFICATIONS, SECTION 68-2.02F.
6. PERFORATED PIPE SHALL BE SOLVENT WELD PVC SDR 35 (OR APPROVED EQUAL) WITH PERFORATIONS FACED DOWN. LOCATION OF THE PIPE VARIES, SEE PLAN.
7. FOR ANY HORIZONTAL LINER PENETRATIONS, RADIAL-CUT THE LINER FOR PIPE. MASTIC AND SEAL WITH PIPE CLAMP TO INSURE WATER-TIGHT SEAL.

Subject ONE20 TOWNS, EXHIBIT B-2
BIORETENTION BASIN DETAIL
Job No. 20176347
By CT Date 12/11/20 Chkd.PK
SHEET 2 OF 5

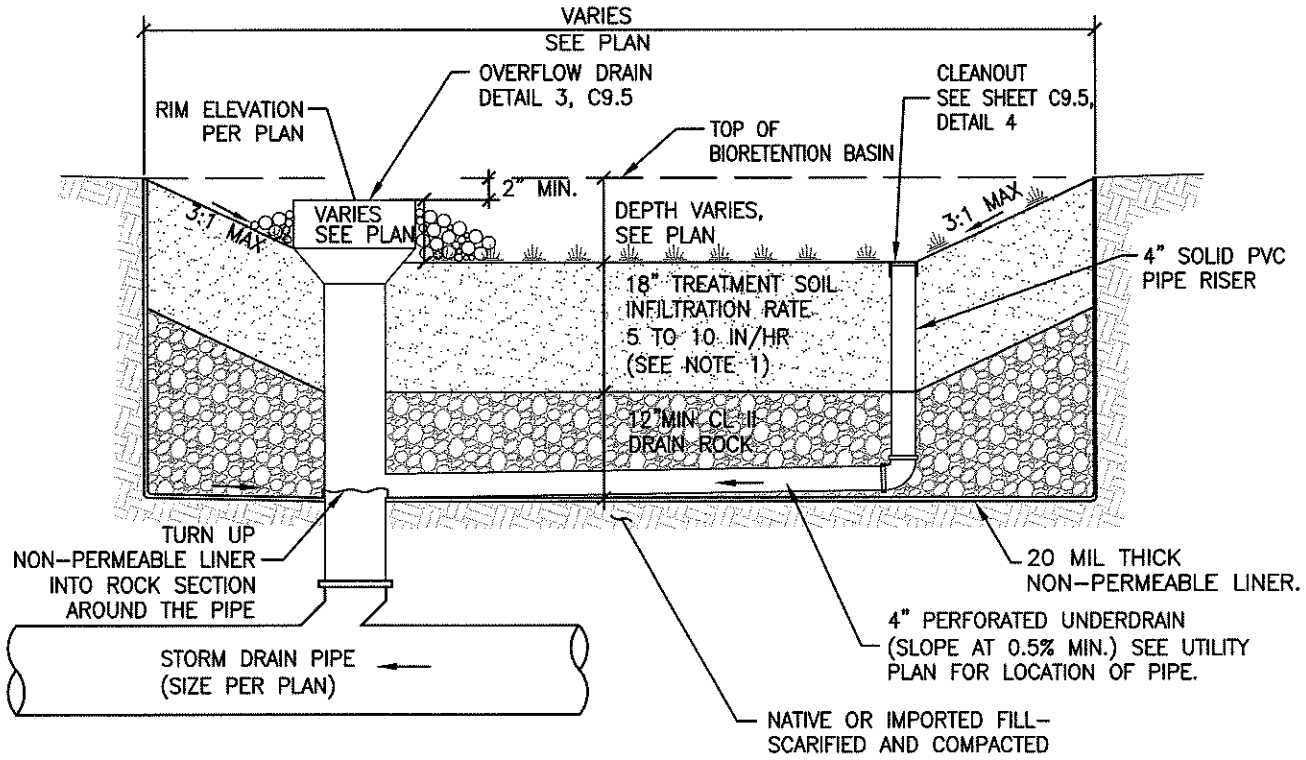
1730 N. FIRST ST.
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

BKF ENGINEERS | SURVEYORS | PLANNERS

G.P. Packet Page 53 of 64
ATTY/AGR.2020.299/Pinn Bros (Page 11 of 21)

DRAWING NAME: K:\2017\17634720 ECR, RWC\ENG\EXHIBIT\12_SW Maintenance\120ECR-SW.dwg
PLOT TIME: 12-11-20
PLOTTED BY: tree

EXHIBIT B



LONGITUDINAL SECTION

N.T.S.

NOTE:

1. FOR TREATMENT SOIL SPECIFICATION, SEE THE SAN MATEO COUNTY REFERENCE – APPENDIX K OF THE SMCWPPP C.3 REGULATED PROJECTS GUIDE
2. BACKFILL BIORETENTION ONLY WITH PERMEABLE PLANTING MATERIAL AND DRAIN ROCK AS SPECIFIED IN THIS DETAIL. ABSOLUTELY NO NATIVE MATERIAL SHALL BE USED FOR BACKFILL. CONTRACTOR MUST COORDINATE WITH CIVIL ENGINEER PRIOR TO CONSTRUCTION.
3. CONTACT THE CITY'S PROJECT INSPECTOR FOR INSPECTION DURING INSTALLATION OF IMPERMEABLE LINER, UNDERDRAIN SYSTEM, DRAIN ROCK, BIOTREATMENT SOIL, AND FINAL LANDSCAPING. RESULT FROM A PERCOLATION RATE SHALL BE GREATER THAN 5.0 IN/HR AND LESS THAN 10.0 IN/HR.
4. A MINIMUM 2-FOOT LEVEL CLEARANCE (MAX 2%) SHALL BE PROVIDE BETWEEN THE TOP OF BASIN AND WALKWAYS/PUBLIC SIDEWALKS.
5. DRAIN ROCK TO BE CLASS 2 PERMEABLE MATERIAL PER CALTRANS STANDARD SPECIFICATIONS, SECTION 68-2.02F.
6. PERFORATED PIPE SHALL BE SOLVENT WELD PVC SDR 35 (OR APPROVED EQUAL) WITH PERFORATIONS FACED DOWN. LOCATION OF THE PIPE VARIES, SEE PLAN.
7. FOR ANY HORIZONTAL LINER PENETRATIONS, RADIAL-CUT THE LINER FOR PIPE. MASTIC AND SEAL WITH PIPE CLAMP TO INSURE WATER-TIGHT SEAL.

Subject ONE20 TOWNS, EXHIBIT B-3
BIORETENTION BASIN DETAIL
Job No. 20176347
By CT Date 12/11/20 Chkd. PK
SHEET 3 OF 5

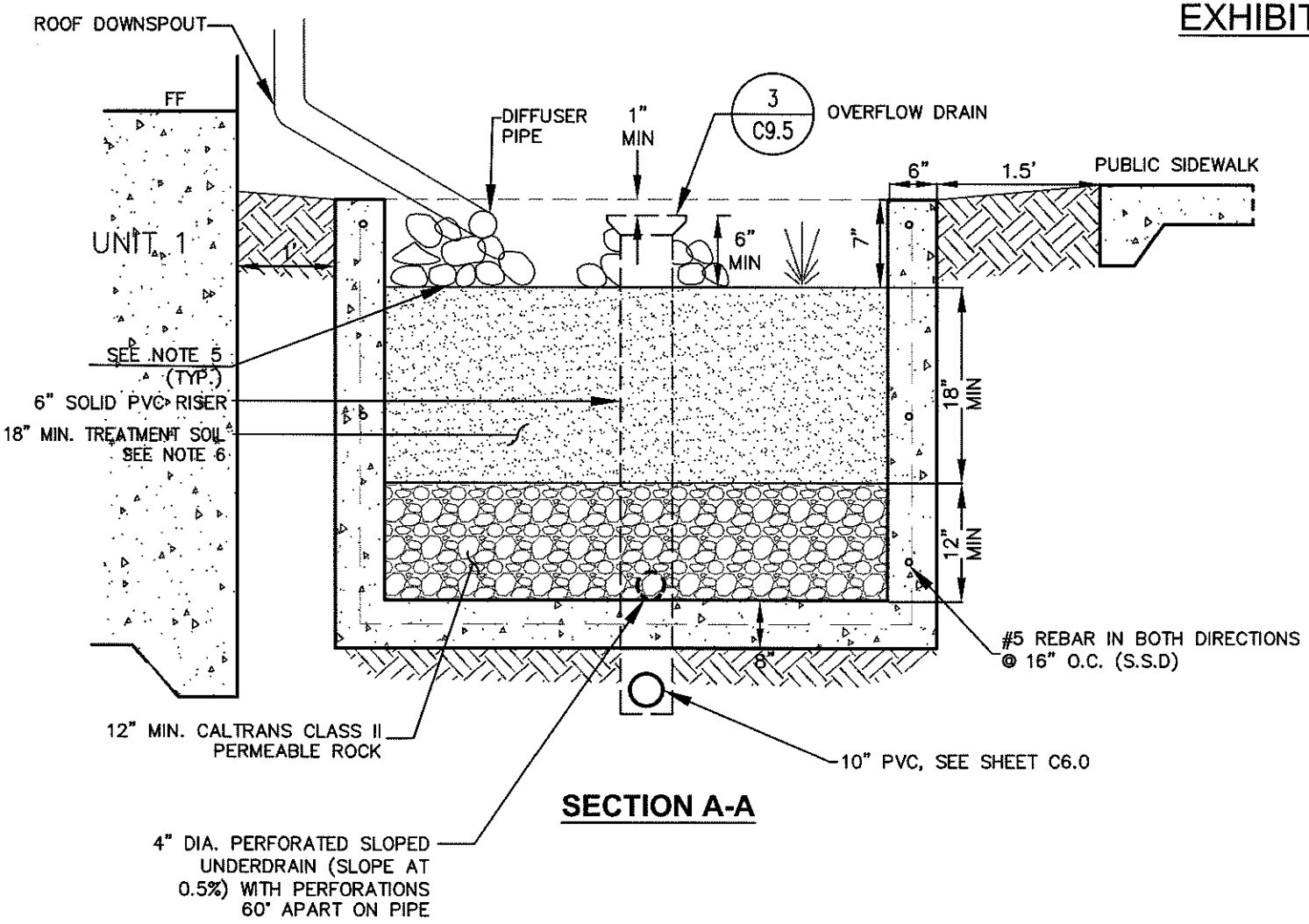
1730 N. FIRST ST.
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

BKF ENGINEERS / SURVEYORS / PLANNERS

ATTY/AGR.2020.299/Pinn Bros (Page 12 of 21)

DRAWING NAME: K:\2017\17634-120 ECR, RMC\ENG\EXHIBIT\12_SW Maintenance\120ECR-SW.dwg
PLOT TIME: 12-11-20
PLOTTED BY: trae

EXHIBIT B



SECTION A-A

1. SEE LANDSCAPE PLANS & SPECIFICATIONS FOR PLANTING MATERIALS WITHIN BIORETENTION AREAS
2. PLACE 4" MIN. DIA. APPROVED NOYO COBBLE (OR APPROVED EQUIVALENT) FLUSH WITH CHANNEL SURFACE AROUND ALL STRUCTURES WITHIN BIORETENTION AREA (DRAINAGE BUBBLERS, OVERFLOW DRAINS, SIGNS, LIGHT POSTS, IRRIGATION BOXES, ETC.), EXTENDING 12" FROM EDGE OF STRUCTURE.
3. SEE LANDSCAPE AND STRUCTURAL DETAILS FOR BRIDGING STRUCTURE OVER PLANTER
4. EXPOSED PVC PIPE WITHIN BIORETENTION AREAS, SUCH AS OVERFLOW RISERS, SHALL BE PAINTED BLACK.
5. NOYO COBBLES (4"–6" IN DIA.), OR APPROVED EQUIVALENT, SHALL BE PLACED AROUND DOWN SPOUT TO THE TOP OF TREATMENT SOIL (TTS), FLUSH WITH PLANTING SURFACE, EXTENDING A MINIMUM OF 6" ON ALL SIDES OF DRAINAGE STRUCTURE/PIPE.
6. FOR TREATMENT SOIL SPECIFICATION, SEE THE SAN MATEO COUNTY REFERENCE – APPENDIX K OF THE SMCWPPP C.3 REGULATED PROJECTS GUIDE
7. PROVIDE RUBBER "WATER STOP" AT PIPE PENETRATIONS THROUGH FLOW THROUGH PLANTER WALLS

Subject ONE20 TOWNS, EXHIBIT B-1
FLOW THROUGH PLANTER DETAIL
Job No. 20176347
By CT Date 12/11/20 Chkd.PK
SHEET 4 OF 5

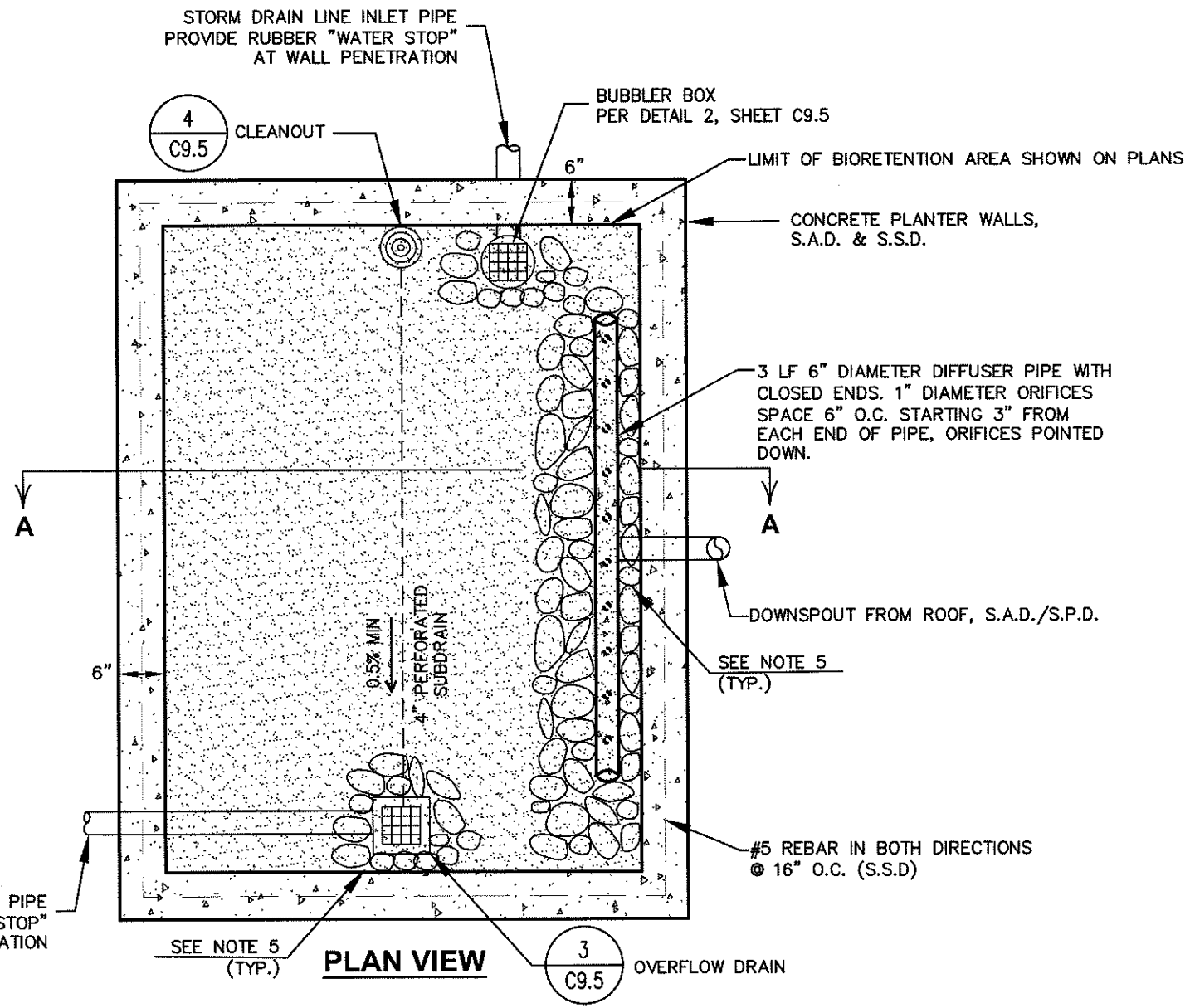
1730 N. FIRST ST.
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

BKF ENGINEERS | SURVEYORS | PLANNERS

DRAWING NAME: K:\2017\17634_120 ECR, RMC\ENG\EXHIBIT\12_SW Maintenance\120ECR-SW.dwg
PLOT TIME: 12-11-20
PLOTTED BY: (Engr)

ATTY/AGR.2020.299/Pinn Bros (Page 13 of 21)

EXHIBIT B



Subject ONE20 TOWNS, EXHIBIT B-1
FLOW THROUGH PLANTER DETAIL

Job No. 20176347
By CT Date 12/11/20 Chkd. PK
SHEET 5 OF 5

1730 N. FIRST ST.
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

BKF Engineers | Surveyors | Planners

DRAWING NAME: K:\2017\17634\120 ECR, RMC\ENG\EXHIBIT\12_SW Maintenance\120ECR-SW.dwg
PLOT TIME: 12-11-20
PLOTTED BY: trae

ATTY/AGR.2020.299/Pinn Bros (Page 14 of 21)

Storm Water Treatment Operation and Maintenance
Inspection Report to the City of Redwood City, California

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified storm water treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address or APN: 052-064-160

Property Owner: One20th, LLC

II. Contact Information:

Name of person to contact regarding this report: Jeff Curran

Contact Number: (408) 252-9131 Email: jeffc@pinnbros.com

Address to which correspondence regarding this report should be directed:

1475 Saratoga Ave, Suite 250

San Jose, CA 94129

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from:

_____ to _____.

IV. Storm Water Treatment Measure Information:

The following storm water treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Treatment Device	Type of Treatment	Location
Bioretention Basin 1 (B.B.1)	Bioretention	South side of site, adjacent to property line
Bioretention Basin 2 (B.B.2)	Bioretention	South side of site, adjacent to property line, west of basin 1
Flow-Through Planter 1 (B.B.3)	Bioretention	North corner of site, adjacent to El Camino Real and Finger Ave
Flow-Through Planter 2 (B.B.4)	Bioretention	North side of site, adjacent to El Camino Real

V. Summary of Inspections and Maintenance:

Use the attached Treatment Area Inspection and Maintenance Checklist to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

VI. Sediment Removal:

Total amount of accumulated sediment removed from the storm water treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- ☐ landfill
- ☐ other location on-site as described in and allowed by the maintenance plan
- ☐ other, explain: _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

_____ _____

Signature of Property Owner or Other Responsible Party Date

_____

Type or Print Name

_____

Company Name

_____

Address

Phone number:_____ Email:_____

Flow-Through Planter Maintenance Plan for One20 Towns - 120 El Camino

Project Address and Cross Streets: 120 El Camino Real & Avondale Avenue, Redwood City, CA 94062

Assessor's Parcel No.: 052-064-160

Property Owner: One20th, LLC

Phone No.: (408) 252-9131

Designated Contact: Jeff Curran

Phone No (408) 252-9131 (*same as above*)

The property contains two (2) flow-through planters and two (2) bioretention basins, located as described below and as shown in the attached exhibits:

- Bioretention Basin 1 is located on the south side of site, adjacent to property line
- Bioretention Basin 2 is located on the south side of site, adjacent to property line, west of basin 1
- Flow-Through Planter 1 is located at the north corner of site, adjacent to El Camino Real and Finger Ave
- Flow-Through Planter 2 is located at the north side of site, adjacent to El Camino Real

I. Routine Maintenance Activities

The principal maintenance objectives are to ensure that water flows unimpeded into the planters and landscaping remains attractive in appearance. Table 1 shows the routine maintenance activities for the flow-through planter and bioretetion areas.

Flow-through planters are designed to treat and temporarily detain runoff without allowing seepage into the underlying soil. They typically receive runoff via downspouts leading from the roofs of adjacent buildings.

Flow-Through Planter Maintenance Plan Date of Inspection:_____

Property Address: _____ Treatment Measure No.:_____

Table 1 Routine Maintenance Activities for Planters		
No.	**Maintenance Task**	**Frequency of Task**
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation. Treat vegetation using preventative and low-toxic methods.	Twice a year
2	Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.	As needed
3	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary.	Monthly
4	Check that soil is at appropriate depth. Till or replace soil as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.	Before wet season and as necessary
5	Remove accumulated sediment, litter and debris from flow-through planter and dispose of properly. Confirm that no clogging will occur and that the box will drain within three to four hours. Test with garden hose to confirm that the planter will drain within three to four hours.	Monthly during the wet season, and as needed after storm events
6	Inspect NDS bubblers to ensure flow is unimpeded into the planter. Remove debris and repair as necessary to allow the bubblers to properly distribute flow.	Before the wet season, and as necessary
7	Inspect overflow inlet and pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.	Monthly during the wet season, and as needed after storm events
8	Inspect flow-through planter, including the cleanout, to ensure that box is structurally sound (no cracks or leaks). Repair as necessary.	Annually
9	Inspect flow-through planter using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.

10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

III. Mosquito Abatement Contact Information

San Mateo County Mosquito Abatement District
1351 Rollins Road
Burlingame,CA 94010
PH:(650) 344-8592
FAX: (650) 344-3843
Email: info@smcmad.org

IV. Inspections

The attached Flow-Through Planter Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Flow-Through Planter
Inspection and Maintenance Checklist

Property Address: 120 El Camino Real & Avondale Avenue, Redwood City, CA 94062 Property Owner: Pinn Bros

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: ☐ Monthly ☐ Pre-Wet Season ☐ After heavy runoff ☐ End of Wet Season

Inspector(s): _____ ☐ Other:_____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
Flow-Through Planter				
1. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
2. Vegetation Irrigation	Vegetation is overgrown, disorderly, or dead.			Vegetation is healthy, attractive, and appears to maintain proper flows.
3. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
4. Soil	Soil to deep or too shallow.			Soil is at proper depth (per soil specifications) for optimum filtration and flow.
5. Clogs	Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain within five days after rainfall.			Sediment, trash and debris removed from flow-through planter and disposed of properly. Planter drains within 3-4 hours. Planter drains per design specifications.
6. NDS Bubblers	Does not appear to convey flows from the force main at an appropriate rate.			Bubblers distributes water onto the planter bed efficiently.
7. Overflow Pipe	Does not safely convey excess flows to storm drain. Piping damaged or disconnected.			Overflow pipe conveys excess flow to storm drain efficiently.
8. Structural Soundness	Planter or cleanout is cracked, leaking or falling apart.			Cracks and leaks are repaired and planter an cleanout is structurally sound.
9. Miscellaneous	Any condition not covered above that needs attention in order for the flow-through planter to function as designed.			Meet the design specifications.

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
Storm Drain Lift Station & Detention Pipe				
1. Pump	Lift station manhole structure is overflowing. Storm water does not appear to be flowing into planter during storms or shortly after storms. Mat be caused by malfunctioning float switch as well.			Pump will deliver water to the planter at an acceptable rate and the lift station should not overflow.
2. Structure's Sump	Lift station sump contains buildup, sediment, or other debris that can potentially clog the pipes or interfere with the pump.			Lift station's sump will be clean and free of any debris.
3. 2" Force Main	Force Main is not conveying water to the planter due to a crack in the force main pipe, or because it is disconnected.			Storm water shall flow freely from the lift station into the planter.
4. Manhole Structure	Lift station manhole structure, including the grate, appears to be damaged.			Lift station manhole structure is repaired and appears to be functioning correctly.
5. Detention Pipe	Pipe not properly detailing/holding storm water. Crack in the pipe or the pipe is disconnected.			Storm water shall flow freely to the pump during small storms and shall detail per design for larger storms.
6. Miscellaneous	Any condition not covered above that needs attention in order for the lift station to function as designed.			Meet the design specifications.

120 El Camino Real Project

February 26, 2021

1:2,257

0 155 310 620 ft

0 45 90 180 m

RWC-GIS

Created by Redwood City Internal GIS
Copyright: 2017 City of Redwood City

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Easement agreements for the Bayfront Canal and Atherton Channel Flood Resilience and Ecosystem Restoration Project

RECOMMENDATION

By motion, authorize the City Manager to execute the following two easement agreements, subject to minor conforming changes approved by the City Attorney:

1. Restated and Amended Drainage Easement Agreement for the Bayfront Canal; and

2. Permanent Drainage Easement Agreement for the Bayfront Canal and Atherton Channel Flood Resilience and Habitat Restoration Project.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

The Bayfront Canal was originally built by Leslie Salt Company (Leslie) in approximately 1945 on land owned by Leslie. The Bayfront Canal extends from Douglas Court to Marsh Road just south of Leslie's salt drying beds. The canal is the single stormwater conveyance that collects runoff from the Atherton Channel and six drainage basins and discharges the stormwater flows through a single outlet to Flood Slough, then out to the Bay. In addition to Redwood City, various neighboring jurisdictions, including unincorporated San Mateo County, the City of Menlo Park, and the towns of Atherton and Woodside, all contribute runoff to the Bayfront Canal through flows to the Atherton Channel and/or other drainage basins.

In 1952, the Leslie Salt Company granted a right of way to both Redwood City and San Mateo County (County) for the purpose of constructing, maintaining and operating storm drain facilities. Cargill, Inc.

(Cargill) acquired Leslie Salt Company in 1978 and, as a result, became the successor-in-interest to Leslie's rights and obligations under the 1952 easement.

On October 2, 2017, the City Council authorized the City Manager to execute an initial Bayfront Canal/Atherton Channel Memorandum of Understanding (MOU) among the City of Redwood City, Town of Atherton, City of Menlo Park and the County of San Mateo. The initial MOU covered expenditures related to planning, engineering, environmental permitting and right-of-way access rights for the Bayfront Canal and Atherton Channel Flood Resilience and Habitat Restoration Project (BC/AC).

On December 7, 2020, the City Council authorized the execution of a new MOU among the original agencies with the addition of the new Flood and Sea Level Rise Resiliency District (FSLRRD), which is also known as One Shoreline. The new MOU covered the initial construction and the first five years of operation and maintenance of the BC/AC. The new MOU designated FLSRRD to be the project manager through the construction of BC/AC.

ANALYSIS

FLSRRD worked with Cargill to acquire the necessary rights for the construction, operation and maintenance of the BC/AC. The construction of the BC/AC is covered under a Temporary Construction Easement (TCE) that is between FLSRRD and Cargill exclusively. The long term operation and maintenance of BC/AC is covered under a second agreement, the Drainage Easement Agreement.

While monetary compensation was offered, Cargill declined payment for the rights necessary for the BC/AC. Instead, Cargill conditioned granting the two BC/AC easements in exchange for a third agreement, the Restated and Amended Easement Agreement, which updates the 1952 easement. All three easement agreements are intended to be contemporaneously signed and executed.

Temporary Construction Easement Agreement

The Temporary Construction Easement would grant rights during the limited time period for the construction of BC/AC. FLSRRD is solely taking the specific rights and obligations associated with the TCE, as FLSRRD is the designated project manager for construction under the terms of the new MOU. The City is not a party to the construction easement agreement and therefore this agreement does not require approval of the City Council. The TCE is included with the staff report as Attachment C.

Staff does seek City Council authorization for the two remaining easement agreements, which are further described below.

Drainage Easement Agreement

Cargill intends to grant, through a separate document, the permanent easement and non-exclusive access rights to the new drainage facilities constructed under the TCE. The Drainage Easement Agreement covers the future and on-going maintenance and operation activities of BC/AC, including for repair, construction, replacement and improvement of the drainage facilities.

All agencies party to the MOU, are grantees of the permanent Drainage Easement, except for Atherton, which chose to not obtain easement rights related to BC/AC. The Drainage Easement Agreement

stipulates roles and responsibilities of all parties and establishes a communication process with Cargill for planned and emergency construction, maintenance, and repairs of the new storm drainage facilities between the existing Bayfront Canal and the South Bay Salt Ponds at the Don Edwards National Wildlife Refuge in Menlo Park.

Associated costs and responsibilities for operating and maintaining the permanent improvements are covered under the recently executed MOU among the agencies. Under the terms of the new MOU, Redwood City will maintain the improvements on behalf of the other parties for the first five years after their construction, so it is beneficial for Redwood City to obtain the rights granted by the Drainage Easement Agreement.

Restated and Amended Agreement

The 1952 easement covered all of the Bayfront Canal and the associated improvements constructed by the Leslie Salt Company in approximately 1945. However, the 1952 easement did not specify any specific improvements or storm drainage facilities. Therefore, the parties' respective duties to operate and maintain the facilities were not clear between the grantor and the two grantees of the easement.

While the Leslie Salt Company desired to have the City and County maintain and operate the drainage facilities associated with the Bayfront Canal, Redwood City and the County were not under any express obligation to do so under the terms of the 1952 Easement.

However, over time, Redwood City has conducted activities on the Bayfront Canal in an effort to alleviate flooding in the low-lying areas adjacent to the canal. The City would annually remove vegetation and sedimentation that built up within the canal. The City also operated the tide gates that prevented waters from San Francisco Bay flowing up into the canal during high tides. Redwood City also rebuilt the tide gates that Leslie originally built.

The Restated and Amended Agreement would revise the 1952 easement and would expressly stipulate the roles and responsibilities of all parties and establishes a communication process with Cargill for planned and emergency construction, maintenance, and repairs of storm drainage facilities on the existing Bayfront Canal.

The Revised and Restated Easement Agreement would also formally recognize and include Menlo Park and FLSRRD. The County is a party to the agreement but not a grantee under the new Restated and Amended Easement Agreement. However, as the original easement is not extinguished, the County is still a grantee with respect to the 1952 Easement.

Next Steps

While the recently executed MOU among the agencies covers the future costs for the construction, operation and maintenance of the Bayfront Canal and Atherton Channel Flood Resilience and Ecosystem Restoration Project, the MOU will need to be amended or a new MOU executed to cover the future operation and maintenance of the Bayfront Canal, which is not explicitly included in the project.

FISCAL IMPACT

No monetary consideration is required to obtain the easement agreements and therefore no new funding is requested.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, sections 15378 and 15061(b)(3), because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Informationally, on February 24, 2020, FLSRRD certified an Initial Study/Mitigated Negative Declaration (IS/MND) for the project. The IS/MND identified potential adverse effects during construction, which will be reduced to less-than significant levels through the implementation of specific mitigation measures as identified in its Mitigation Monitoring and Reporting Program (MMRP).

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting

ALTERNATIVES

The City Council may choose to:

1. Not authorize the execution of either or both agreements.
2. Direct staff to negotiate modifications to the agreements directly with Cargill and other participating agencies.
3. Authorize Redwood City to be a party to the agreements and accept the additional rights and obligations contained therein, except that Redwood City would not be a grantee of the specified easements, similar to the County.

If the City Council does not authorize both agreements as presented, Cargill may choose to not grant the temporary construction easement to the District. This in turn, could delay the construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project.

ATTACHMENTS

Attachment A – Drainage Easement Agreement
Attachment B – Restated and Amended Easement Agreement
Attachment C – Temporary Construction Easement Agreement
Attachment D – Map of Area

REPORT PREPARED BY:

Ahmad Haya, Senior Civil Engineer
ahaya@redwoodcity.org
(650) 780-7397

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

Recording Requested By:

Cargill, Incorporated

WHEN RECORDED – RETURN TO:
Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: Michael Skoglund, Esq.

Assessor's Parcel Nos:
054-310-060, 055-400-590-0,
055-400-520-7, 055-400-510-8

Space Above this Line for Recorder's Use

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("**Agreement**"), made and entered into this __th day of _____, 2021 (the "**Effective Date**"), by and between CARGILL, INCORPORATED, a Delaware corporation, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("**Cargill**"), SAN MATEO COUNTY, a political subdivision of the State of California, with a principal place of business at 400 County Center, Redwood City, California 94063 ("**County**"), the CITY OF REDWOOD CITY, a charter city and municipal corporation, with a principal place of business at 1017 Middlefield Road, Redwood City, California 94063 ("**Redwood City**"), the CITY OF MENLO PARK, a municipal corporation, with a principal place of business at 701 Laurel Street, Menlo Park, CA 94025 ("**Menlo Park**"), and the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district, with a principal place of business at 1700 South El Camino, Suite 502, San Mateo, California 94402 ("**District**") (individually, a "**Party**" and collectively, the "**Parties**"):

Recitals

A. Cargill is the fee owner of certain real property located within the City of Menlo Park, California, as described in **Exhibit "A"** attached hereto (the "**Cargill Property**").

B. On June 2, 1952, Leslie Salt Co. ("Leslie") granted an easement to the County and Redwood City "for the purpose of constructing, maintaining and operating thereon storm drainage facilities and for no other purpose" over the real property described in **Exhibit "C-1"** attached hereto and depicted in **Exhibit "C-2"** attached hereto (the "**1952 Drainage Easement Area** ") in an instrument recorded on July 9, 1952 as Instrument No. 14909-K in Book 2264, Page 130 of the Official Records of San Mateo County (the "**1952 Drainage Easement**").

C. Cargill is the successor-in-interest to Leslie's interest in the 1952 Drainage Easement with respect to the Cargill Property, and Menlo Park is the successor-in-interest to the County's interest in the 1952 Drainage Easement.

D. The Parties have agreed to amend and restate the 1952 Drainage Easement in a Restated and Amended Easement Agreement by and between Cargill, Cargill Point, LLC, the County, Redwood City, Menlo Park and the District in an instrument to be recorded contemporaneously with this Agreement (the "**Restated and Amended Easement Agreement**"). The Restated and Amended Easement Agreement provides for the ongoing operation and maintenance of storm drainage facilities constructed pursuant to the 1952 Drainage Easement over the 1952 Drainage Easement Area, including the "**Bayfront Canal**" and "**Bayfront Canal Tidal Gate**" as depicted in **Exhibit "C-2"** and **Exhibit "D"** attached hereto (collectively, the **"1952 Drainage Easement Improvements")**. However, the 1952 Drainage Easement was not extinguished and remains in place.

E. The County created and formed the San Mateo County Flood Control District (the "**Flood District**") in 1959 to provide for the construction, operation and maintenance of flood control facilities within San Mateo County. By operation of law, the County's rights and obligations under the 1952 Drainage Easement were assumed by the Flood District upon the Flood District's creation.

F. Cargill has also agreed to grant a temporary construction easement (the "**TCE**") to the District for: (i) the construction of two parallel, 8 foot by 5 foot underground box culverts, a "**Lateral Weir Diversion Structure**," riprap slope, a trash rack and service grate, a sump pump with 4-inch drain line to Flood Slough, access shafts to the box culverts, an outlet structure with headwall and riprap adjacent to the South Bay Salt Pond S5 Forebay ("**SBSP**"), and associated drainage connections for stormwater drainage and conveyance purposes (the "**Box Culvert Improvements**"), (ii) grading of the SBSP to increase storm drainage capacity, (iii) the fill of certain "**Cargill Brine Ditches**" on the Cargill Property, and (iii) the removal of the "**Belle Haven Donut – Siphon Pipeline**" on the Cargill Property, all as depicted in **Exhibit "D"** attached hereto and as described in further detail in Chapter 2 of the Bayfront Canal and Atherton Channel Flood Management and Restoration Project prepared for the Flood District by Horizon Water and Environment dated July 2019, including Figures 2-4 through 2-8 (the "**IS/MND**") (collectively, the "**Bayfront Canal Project**"), along with vehicular and pedestrian access for such construction. The Box Culvert Improvements are located adjacent to and designed to work in concert with the 1952 Drainage Easement Improvements, particularly the Bayfront Canal Tidal Gate, as further described in the IS/MND.

G. Pursuant to Assembly Bill No. 825 (2019), the Flood District was renamed as the District, its powers were expanded to include addressing and protecting against the impacts of sea level rise, and, effective January 1, 2020, an independent Board of Directors replaced the County's Board of Supervisors as its governing board. Any remaining rights and obligations held by the County and/or Flood District in the 1952 Easement Agreement have been assumed by the District by operation of law.

H. The District, County, Redwood City and Menlo Park have entered into a Memorandum of Understanding (**MOU**) regarding construction and operation of the Bayfront

Canal Project. The MOU provided for the joint ownership of certain property rights, including rights afforded under this Agreement, to enable such construction.

I. Cargill acknowledges its right to compensation for the conveyance of the rights granted herein and for the separately conveyed TCE rights and hereby waives any and all compensation in its entirety in consideration for the contemporaneous recordation of the Restated and Amended Easement Agreement.

J. The Parties now wish to enter into this Agreement to provide for the operation and maintenance of the Box Culvert Improvements as provided herein.

Now, therefore, for good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals above are incorporated by this reference and made part of the Agreement.

2. Culvert Permanent and Access Easement. Cargill hereby grants to the District, the County, Menlo Park, and Redwood City (collectively, the "**Grantee Agencies**" and individually, a "**Grantee Agency**") an easement for the maintenance, operation, construction, repair, improvement, and replacement of the Box Culvert Improvements over, along, under and through the Cargill Property in the area legally described in **Exhibit "E-1" and Exhibit "E-2"** attached hereto and depicted on **Exhibit "D"**, **Exhibit "E-3"**, **Exhibit "E-4"** and **Exhibit "E-5"** attached hereto as the "**Culvert Easement Area**" for the conveyance of storm water drainage from the Lateral Weir Diversion Structure to the SBSP (the "**Culvert Easement**"). Cargill further hereby grants to the Grantee Agencies a non-exclusive easement for vehicular access, on existing roadways, and pedestrian access on the Cargill Property in those areas legally described in **Exhibit "F-1"** and **Exhibit "F-2"** attached hereto and depicted as the "**Culvert Access Area**" on **Exhibit "F-3"**, **Exhibit "F-4"** and **Exhibit "F-5"** attached hereto for exercise of the rights granted to the District pursuant to the Culvert Easement (the "**Culvert Access Easement**"). To the extent all or a portion of the Culvert Access Easement area becomes inaccessible to pedestrians and/or vehicles, the Parties shall meet and confer to agree upon modifications to the Culvert Access Easement area to ensure that Grantee Agencies have reasonably convenient ongoing access to such Culvert Easement. Each Grantee Agency agrees to be responsible for any damage caused to the Cargill Property, including trails and roadways, by the operation of vehicles and equipment by such Grantee Agency which are not Load Compliance vehicles (as defined in Section 7 below), and to be responsible for the maintenance and repair of any trails or roadways utilized by such Grantee Agency on the Cargill Property pursuant to the Culvert Access Easement or over the Culvert Easement Area to the extent required under California Civil Code Section 845. Each Grantee Agency shall follow the Access Protocols set forth in Section 3 below in connection with any activities authorized by the Culvert Easement. In the event that a Grantee Agency wishes to construct new or substantially modify the then existing Box Culvert Improvements or related storm drainage facilities within the Culvert Easement Area, the Grantee Agency shall provide Cargill with three (3) months prior written notice of such improvements, with a detailed scope of work and proposed schedule, subject to Cargill's consent, not to be

unreasonably withheld, conditioned or delayed. Cargill retains the right to make any use of the Cargill Property or to take other actions, so long as such use or actions do not unreasonably interfere with the rights granted under this Agreement to the Grantee Agencies or impair the function of the Box Culvert Improvements. The Culvert Easement and other rights granted under this Agreement are assignable by a Grantee Agency, provided that Cargill is provided with thirty (30) days' advance notice of such proposed written assignment, such assignment would not materially increase the surface area of land draining to the Culvert Easement Area, such assignment would not result in public access to the Cargill Property, and Cargill approves such assignment in writing, such approval not to unreasonably be withheld, conditioned or delayed.

3. Access Protocols. The Grantee Agencies each agree to provide written notice to Cargill for access to the Cargill Property at least five (5) days prior to accessing the property to initiate any operations, maintenance, repair, replacement or construction activities authorized by this Agreement ("**Work**"); provided, however, that in the event a Grantee Agency requests access to the Cargill Property in order to perform emergency operations, maintenance and/or repairs, as reasonably determined by the Grantee Agency(ies) requesting emergency access ("**Emergency**"), such Grantee Agency shall provide the designated contact for Cargill with immediate notice by phone, followed by written notice within twenty-four (24) hours thereafter. Access to the Cargill Property for any Work authorized by this Agreement will be permitted only during normal business hours or as otherwise agreed in writing between the Parties, or except in the event of an Emergency as described above, and will not unreasonably interfere with Cargill operations at the Cargill Property. Each Grantee Agency agrees to provide Cargill with a copy of all information, analytical results, final reports and data resulting from any activities authorized by the Culvert Easement upon a written request, provided, however, that a Grantee Agency may withhold any requested records which are subject to the attorney-client privilege and/or attorney work product doctrine. Each Grantee Agency agrees that it and its employees, agents, licensees, invitees, and contractors shall present proper credentials when seeking access to the Cargill Property for any activity authorized by this Agreement, and shall perform all work on the Cargill Property in a professional and workmanlike manner in accordance with all applicable industry standards and safety requirements and environmental laws and regulations for similar work and in compliance with Cargill's safety requirements attached hereto as **Exhibit "G"**, which may be updated in writing by Cargill. Cargill shall provide notice of any such updated safety requirements to the Grantee Agencies, and such requirements shall be consistent with prevailing industry standards for such safety requirements and to the extent there is any inconsistency between such requirements and this Agreement, this Agreement shall prevail. Each Grantee Agency further agrees that, except in the case of an Emergency as defined above, Cargill may stop a Grantee Agency from performing some or all activities authorized by this Agreement on the Cargill Property and/or limit access to the property to any person in the event of the Grantee Agency's material breach of this Agreement, including the material breach of the requirements of this Section 3, unless and until such material breach has been cured. Notwithstanding anything to the contrary in this Agreement, a Grantee Agency will not permit access to any third party (i.e., other than a Grantee Agency's employees and/or authorized agents, contractors and subcontractors as necessary in connection with activities authorized by this Agreement) to the Cargill Property, except as otherwise agreed to in writing by Cargill. Cargill may establish and impose rules and regulations for the use of the Cargill Property for vehicular and/or pedestrian access from time to time which are reasonably acceptable to the Grantee Agencies, including signage, traffic controls and checkpoints, to confirm such use is

only for the purposes granted in this Agreement and to prevent use of the Cargill Property by unauthorized parties. The terms of this Section 3 are collectively referred to in this Agreement as the "**Access Protocols**."

4. Protection of Cargill Facilities and Existing Easements. In connection with the activities authorized by this Agreement, including any Work, each Grantee Agency shall exercise, and shall cause its contractors to exercise, all necessary steps and precautions to protect in place certain Cargill facilities currently in place within the Culvert Easement Area and Culvert Access Area and labeled and depicted on **Exhibit "D"** hereto, including the "**Belle Haven Pump Station**," existing water and electric service lines to the Belle Haven Pump Station, the "**Belle Haven Outfall Pipe**," the "**TransBay Pipeline**," which lies, at times, above-ground or underground within the Cargill Property, the "**Belle Haven Brine Channels**," and related "**Cargill Pipes**" (collectively, the "**Cargill Facilities**"). Further, each Grantee Agency understands and acknowledges that the rights granted in this Agreement are subject to, and shall not unduly burden or interfere with those existing easements within the Culvert Easement Area and Culvert Access Area as depicted on **Exhibit "D"** attached hereto, as set forth in that certain Preliminary Report dated December 17, 2020, or otherwise existing on record (the "**Existing Easements**"), and that each Grantee Agency shall exercise, and shall cause its contractors to exercise, all necessary steps and precautions to protect in place any existing facilities or other infrastructure in place under the Existing Easements. Prior to initiating any Work, a Grantee Agency shall provide Cargill with a description of the means and methods proposed by the Grantee Agency's contractors for Cargill's review and approval in writing, such approval not to unreasonably be withheld, conditioned or delayed, for the protection of the Cargill Facilities and Existing Easements. If such proposed Work includes construction or other invasive activity that may physically impact the TransBay Pipeline ("**Invasive Activity**"), Grantee Agencies shall require their contractors to identify and mark the location of the TransBay Pipeline in the field in order to prevent damage to the TransBay Pipeline during any such construction or other Invasive Activity, to the extent that Cargill has not already marked the location of the Transbay Pipeline, and Cargill shall cooperate in good faith with the Grantee Agencies to locate the TransBay Pipeline. To the extent any proposed Work would potentially interfere with Existing Easements and related infrastructure and access rights, the Grantee Agency proposing such Work shall provide temporary, alternative facilities, for infrastructure, or temporary detours, for any access easements impacted by Work, which are suitable in writing to the grantee(s) of such Existing Easements, with written evidence of same to be provided to Cargill prior to the initiation of any such Work. Any damage or material disruption to Cargill Facilities or Existing Easements arising from the operation, repair, and/or maintenance of the Box Culvert Improvements or other Invasive Activities undertaken by a Grantee Agency shall be repaired and/or corrected promptly at such Grantee Agency's sole expense. A Grantee Agency shall keep Cargill reasonably informed on the progress of any invasive activities authorized by this Agreement and undertaken by such Grantee Agency, including periodic written status reports. At the conclusion of any Invasive Activities authorized by this Agreement, the Grantee Agency undertaking such activities shall: (i) remove all equipment, tools or other property brought onto the Cargill Property, except for the Box Culvert Improvements and any other improvements authorized by this Agreement, and (ii) restore the Cargill Property to its original condition, except to the extent that such property is altered as a result of the permanent improvements authorized by this Agreement. Cargill may mark the location of the Transbay Pipeline within the Culvert Easement Area with signage, warning of the pipeline's existing and location.

5. Disclaimer. Each Grantee Agency agrees that Cargill will not be responsible for any loss or theft of, or damage to, any parts, equipment or other property stored or left on the Cargill Property by any Grantee Agency or, its respective agents, employees, representatives, contractors and invitees. Each Grantee Agency further agrees that, except as otherwise provided in this Agreement, Cargill will not be responsible for any loss or injury to life or person suffered by any Grantee Agency or its respective employees, agents, representatives, contractors, guests and invitees while on or about the Cargill Property, AND AGREES THAT ITS ACCESS, USE AND OCCUPANCY OF THE CARGILL PROPERTY IS ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS. CARGILL MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE CARGILL PROPERTY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE CONDITION OF THE CARGILL PROPERTY.

6. Grantee Agencies Operations and Maintenance. Each Grantee Agency shall use commercially reasonable efforts to keep and maintain the Box Culvert Improvements in good working order and in such a manner as to comply with its obligations under this Agreement and applicable permits, laws and approvals. The Grantee Agencies, and each of them, agree to repair any and all damages to the Box Culvert Improvement and to correct any violations of applicable permits, laws and approvals as necessary for these improvements to perform their intended functions and to comply with such applicable permits, laws and approvals, and should a Grantee Agency fail, neglect, or refuse to repair such damage or correct any such violations after sixty (60) days' written notice from Cargill of such damage or violations, or if such repairs or violations cannot reasonably be made or corrected within sixty (60) days, then within a reasonable time period, in that event Cargill, without any obligation to do so, may perform such repairs or correct such violations at the Grantee Agencies' expense, which expense the Grantee Agencies, and each of them, agree to pay to upon demand. Notwithstanding the foregoing, the Parties may enter into a separate agreement or agreements governing operations and maintenance of the Box Culvert Improvements.

7. Cargill Operations. Each Grantee Agency understands and acknowledges that Cargill retains the right to operate, maintain, repair, replace and/or construct facilities related to Cargill's operations, including the Cargill Facilities (the "**Cargill Operations**"), and that nothing in this Agreement shall be interpreted so as to prevent Cargill from conducting Cargill Operations, provided such operations do not materially interfere with the rights granted under this Agreement. Each Grantee Agency represents in particular: (i) that the Box Culvert Improvements, including the resultant grading and compaction of the Culvert Easement Area after the Box Culvert Improvements have been constructed, have been designed and will be constructed and maintained by the Grantee Agencies in a manner to allow Cargill or any other party to use and operate equipment and vehicles which do not exceed the H-20 traffic rating ("**Load Compliant Vehicles**"), assuming a 32,000-pound load per axle (or 16,000 pound wheel load), including over the Culvert Easement Area, (ii) that the use of Load Compliant Vehicles over the Culvert Easement Area will therefore not damage either the Box Culvert Improvements or any underlying Cargill Facilities, including the Transbay Pipeline, and (iii) that the Grantee Agencies will not use, and will prohibit any of their employees, authorized agents, contractors or subcontractors from utilizing vehicles and equipment which are not Load Compliant Vehicles over the Cargill Property, including over the Culvert Easement Area or Culvert Access Area. Cargill shall not be responsible for any damage to the Box Culvert Improvements caused by any

other parties, including the operation of vehicles or equipment over the Culvert Easement Area by any other parties, or for any damage to the Box Culvert Improvements caused by Cargill's operation of vehicles or equipment on the surface of the Cargill Property, provided that Cargill does not utilize vehicles or equipment which are not Load Compliant Vehicles. Each Grantee Agency agrees that, as part of the Cargill Operations, Cargill may excavate any areas overlying any Cargill Facilities, including over the Transbay Pipeline, within the Culvert Easement Area or Culvert Access Area as necessary to access, repair, replace, operate or maintain such Cargill Facilities, provided that Cargill restores any such excavated areas to their original condition, and provided that such work is conducted pursuant to a written scope of work approved in advance by the District with such approval not to be unreasonably withheld, conditioned or delayed ("**Cargill Work**"). Prior to approval, District shall provide notice of the written scope of work to the other Grantee Agencies. Each Grantee Agency agrees that any Cargill Work conducted by Cargill in compliance with this Section 7 shall not be interpreted or construed as a material interference with the rights granted to each Grantee Agency under this Agreement. Any damage to the Box Culvert Improvements and appurtenances caused by Cargill in connection with any Cargill Work shall be repaired and/or corrected promptly by Cargill.

8. Cargill Property Use. Each Grantee Agency understands and acknowledges that Cargill retains the right to make any use of the Cargill Property provided such use does not materially interfere with a Grantee Agency's use and enjoyment of the rights granted under this Agreement. Each Grantee Agency further acknowledges and agrees that Cargill, subject to compliance with applicable laws and receipt of necessary permits and entitlements, may construct or cause the construction or grant the right to construct new improvements over the Cargill Property, including roadways for public or private access, trails, bridges and related improvements directly over the Culvert Access Area, and also including the Bedwell Bayfront Park Entrance Improvement Program proposed by Menlo Park, except for buildings and related structures directly over the Culvert Easement Area and provided such improvements do not directly encroach upon the Box Culvert Improvements or otherwise materially interfere with the Grantee Agencies' use and enjoyment of the rights granted under this Agreement (collectively, "**New Improvements**").

9. Insurance. Prior to entry upon either the Cargill Property, each Grantee Agency and each contractor or subcontractor of a Grantee Agency shall provide to Cargill copies of insurance certificates or other acceptable evidence showing that it maintains the following coverages or any higher amounts as may be required by law or regulation:

Type of Insurance	Limits
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 each occurrence
Commercial General Liability (including Contractual Liability)	Bodily injury and death: $1,000,000 combined single limit Property damage: $1,000,000 combined single limit.
Automobile Liability	$1,000,000 each occurrence
Professional Liability	$1,000,000 each occurrence

The certificates of Commercial General Liability and Professional Liability insurance, if applicable, shall provide that Cargill shall be given not less than thirty (30) days' written notice before cancellation or any material change in the insurance. The insurance coverage shall be written on an occurrence rather than on a claims-made basis, shall be written by carriers with an A.M. Best Rating of A-VIII or better or provided by self-insurance as authorized by the California Government Code, and shall remain in effect during the term of this Agreement. Cargill shall be named as an additional insured on Commercial General Liability insurance or self-insurance coverage required hereunder.

10. Indemnity. Each Grantee Agency agrees to indemnify, defend and hold harmless Cargill and its successors and assigns, employees, agents, directors, officers, representatives and affiliates (the "**Cargill Parties**") from and against any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees) (collectively "**Claims**") for injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of such Grantee Agency, its agents, employees, representatives, and contractors; (ii) the use of, occupancy, and/or presence upon the Cargill Property by such Grantee Agency, its agents, employees, representatives, and contractors; (iii) the breach by such Grantee Agency of any obligation or covenant contained in this Agreement; and/or (iv) noncompliance by such Grantee Agency with any permit, approval or applicable law in connection with such Grantee Agency's activities under this Agreement, including the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, and similar State of California laws, including the Porter-Cologne Water Quality Control Act and Hazardous Substances Account Act; provided, however, a Grantee Agency shall have no obligation to indemnify any Cargill Parties to the extent such Claims arise from the gross negligence or willful misconduct of one or more Cargill Parties. Each Grantee Agency's obligation under this indemnification provision will survive any termination of this Agreement.

11. Damage to Property. Each Grantee Agency agrees that it will not do nor suffer any waste or damage or injury to the Cargill Property, and Cargill agrees that it will not do nor suffer any waste or damage or injury to the Box Culvert Improvements. Each Grantee Agency agrees that it will make no alteration to the Cargill Property except as otherwise expressly permitted in this Agreement or except as otherwise agreed to in writing by Cargill.

12. Liens. Each Grantee Agency agrees to keep the Cargill Property free of any and all liens which may be filed against the either property due to the actions of (or work performed by) such Grantee Agency. Each Grantee Agency covenants and agrees to hold harmless and indemnify Cargill from and against any costs, expenses and liabilities from any mechanic's, laborers', materialmen's or other liens, of whatsoever nature, which may be filed against the Cargill Property during the term of this Agreement due to the actions of (or work performed by) such Grantee Agency, and to discharge any such liens within thirty days of the filing thereof.

13. Agreement Running with the Land; Successors and Assigns. This Agreement, including the Culvert Easement and Culvert Access Easement, will run with the Cargill Property, and the benefits and burdens of this Agreement and the Culvert Easement and Culvert Access Easement will inure to and be binding upon the Parties and their respective heirs, successors, and

assigns. This Agreement may not be assigned by a Grantee Agency except as otherwise provided in Section 2 of this Agreement or by operation of law.

14. Governance. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of California without regard to its conflicts of laws provision.

15. Absence of Waiver. The failure of a Party hereto at any time or times to require performance of any provision hereof will in no manner affect its right at a later time to enforce the same. No waiver by a party hereto of the breach of any term or covenant by the other Party hereto contained in this Agreement or in any other such instrument, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.

16. Amendments and Modifications. This Agreement may be amended, superseded, cancelled, renewed, or extended, and their terms or covenants hereof may be waived, only by a written instrument executed by the Parties hereto or in the case of a waiver, by the Party waiving compliance. The Parties reserve the right by mutual written consent to amend, modify, supersede, and cancel this Agreement, or waive the terms or conditions hereof, without the consent of any other third party (natural or otherwise).

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original but together will constitute but one and the same instrument.

18. Mutual Negotiation. This Agreement has been the subject of negotiations by the Parties, and this Agreement will not be construed for or against any Party merely because of such Party's involvement in its initial preparation and negotiation.

19. Government Officials. Cargill shall be notified at least twenty-four (24) hours before any building, planning, code compliance, or governmental inspector enters the Cargill Property on behalf of or at the request of a Grantee Agency for any purpose related to this Agreement in order to allow a representative of Cargill to be present.

20. Severability. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment will not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

21. Headings. The section headings and titles in this Agreement are for convenience of reference only. Such headings and titles will not be construed as modifying, limiting or expanding in any manner the terms and provisions of this Agreement.

22. Representations and Warranties.

(a) Of Cargill. Cargill warrants that it has full right and lawful authority to enter into this Agreement, to grant the Culvert Easement and associated Culvert Access Easement, and to undertake and perform its obligations under this Agreement.

(b) Of Grantee Agencies. Each Grantee Agency warrants that it has full right and lawful authority to enter into this Agreement and to undertake and perform its obligations under this Agreement.

23. Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "**Notice**") to be given hereunder shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by electronic mail, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Cargill:	Cargill, Incorporated 7220 Central Avenue Newark, California 94560 Attention: Ric Notini, Land Resources Manager Telephone: (510) 790-8182 Email: Ric_Notini@cargill.com
With a copy to:	Cargill, Incorporated 15407 McGinty Road West Wayzata, Minnesota 55391 Attention: Michael Skoglund, Senior Land Lawyer Telephone: (952) 742-5185 Email: Michael_Skoglund@cargill.com
If to the District:	San Mateo County Flood and Sea Level Rise Resiliency District 1700 S. El Camino Real Suite 502 San Mateo, CA 94402 Attn: Len Materman, CEO Telephone: (650) 623-5934 Email: len@oneshoreline.org
With a copy to:	San Mateo County Counsel 400 County Center, 6th Floor Redwood City, CA 94063 Attn: Brian E. Kulich, Lead Deputy County Counsel Telephone: (650) 363-4762 Email: bkulich@smcgov.org

If to the County:	County of San Mateo 400 County Center, 1st Floor Redwood City, CA 94063 Attn: Michael P. Callagy, County Manager Telephone: (650) 363-4123 Email: mcallagy@smcgov.org
With a copy to:	San Mateo County Counsel 400 County Center, 6th Floor Redwood City, CA 94063 Attn: Timothy J. Fox, Deputy County Counsel Telephone: (650) 363-4000 Email: tfox@smcgov.org
If to Redwood City:	City of Redwood City 1017 Middlefield Road Redwood City, CA 94063 Attn: Melissa Stevenson Diaz, City Manager Telephone: (650) 780-7300 Email: mail@redwoodcity.org
With a copy to:	City of Redwood City 1017 Middlefield Road Redwood City, CA 94063 Attn: Veronica Ramirez, City Attorney Telephone: (650) 780-7200 Email: cityatty@redwoodcity.org
If to Menlo Park:	City of Menlo Park 701 Laurel Street Menlo Park, CA 94025 Attn: Starla Jerome-Robinson, City Manager Telephone: (650) 623-5934 Email: slrobinson@menlopark.org
With a copy to:	City of Menlo Park 701 Laurel Street Menlo Park, CA 94025 Attn: Nira Doherty, City Attorney Telephone: (415) 755-2600 Email: ndoherty@bwslaw.com

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CARGILL, INCORPORATED, a Delaware corporation

By: _____

Name: Ric Notini

Title: Land Resources Manager

Date: _____

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district

By: _____

Name: Len Materman

Title: Chief Executive Officer

Date: _____

Approved as to Form:

By: _____

Name: Brian E. Kulich

Title: District Counsel

Date: _____

CITY OF REDWOOD CITY, a charter city and municipal corporation

By: _____

Name: Melissa Stevenson Diaz

Title: City Manager

Date: _____

Approved as to Form:

By: _____

Name: Veronica Ramirez

Title: City Attorney

Date: _____

CITY OF MENLO PARK, a municipal corporation

By: _____

Name: Starla Jerome-Robinson

Title: City Manager

Date: _____

Approved as to Form:

By: _____

Name: Cara E. Silver, Esq.

Date: _____

SAN MATEO COUNTY, a body corporate and politic

By: _____

Name: Michael P. Callagy

Title: County Manager

Date: _____

Approved as to Form:

By: _____

Name: Timothy J. Fox

Title: Deputy County Counsel

Date: _____

LIST OF EXHIBITS:

A Legal Description of Cargill Property
B Reserved
C-1 Legal Description of 1952 Drainage Easement Area
C-2 Map of 1952 Drainage Easement Area
D Map of Bayfront Canal Project, Cargill Facilities and Existing Easements
E-1 Legal Description of Culvert Easement Area
E-2 Legal Description of Culvert Easement Area
E-3 Plat to Accompany Legal Description of Culvert Easement Area
E-4 Plat to Accompany Legal Description of Culvert Easement Area
E-5 Map of Culvert Easement Area
F-1 Legal Description of Culvert Access Easement Area
F-2 Legal Description of Culvert Access Easement Area
F-3 Plat to Accompany Legal Description of Culvert Access Easement Area
F-4 Plat to Accompany Legal Description of Culvert Access Easement Area
F-5 Map of Culvert Access Area
G Cargill Safety Rules and Regulations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ _____

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

Exhibit A

Legal Description of Cargill Property

The following real property in the County of San Mateo, State of California:

PARCEL ONE:

BEING A PORTION OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET"; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF SAID PARCEL 4, SOUTH 47° 00' 52" EAST 300.78 FEET; THENCE LEAVING SAID EASTERLY LINE OF SAID PARCEL 4, ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 01' 38" WEST 1,257.05 FEET;
2. SOUTH 01° 24' 10" WEST 2,117.30 FEET;
3. SOUTH 14° 05' 12" EAST 417.42 FEET;
4. SOUTH 28° 34' 01" WEST 205.88 FEET;
5. SOUTH 62° 39' 48" WEST 247.90 FEET;
6. SOUTH 27° 20' 12" EAST 60.00 FEET;
7. SOUTH 88° 58' 22" EAST 205.95 FEET;
8. SOUTH 11° 54' 38" WEST 102.72 FEET;
9. NORTH 76° 56' 39" WEST 197.10 FEET;
10. SOUTH 83" 45' 49" WEST 58.06 FEET;

THENCE NORTH 01° 03' 34" EAST 134.44 FEET TO AN EASTERLY CORNER OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. NORTH 01° 03' 34" EAST 1,302.58 FEET;
2. NORTH 01° 02' 25" EAST 2,703.40 FEET;
3. NORTH 01° 02' 25" EAST 408.37 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;

THENCE ALONG SAID EASTERLY LINE, SOUTH 09° 42' 48" EAST 152.82 FEET TO THE POINT OF BEGINNING.

APN: 055-400-510-8 JPN: 055-40-400-40A
055-400-520-7 JPN: 055-40-400-14A AND 14.01A
AND 055-400-590-0 JPN: 055-40-400-40A

PARCEL TWO:

BEING A PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP 2000-4, RECORDED ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, AND AS SHOWN ON RECORD OF SURVEY, R/S NO. 1917, RECORDED ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET";

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID COURSE, NORTH 09° 42' 48" WEST 152.82 FEET TO A POINT ON THE EASTERLY LINE OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 02' 25" WEST 408.37 FEET;
2. SOUTH 01° 02' 25" WEST 2,703.40 FEET;
3. SOUTH 01° 03' 34" WEST 1,302.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 03' 34" WEST 134.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHERLY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 83° 45' 49" WEST 8.55 FEET;
2. NORTH 66° 48' 45" WEST 1,365.24 FEET;
3. NORTH 87° 31' 21" WEST 582.31 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE CITY BOUNDARY LINE BOUNDARY LINE

BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK, ALONG THE FOLLOWING COURSES:

1. NORTH 00° 45' 25" EAST 153.78 FEET;
2. SOUTH 89° 14' 35" EAST 132.22 FEET;
3. SOUTH 71° 58' 35" EAST 1,158.74 FEET;
4. SOUTH 70° 08' 35" EAST 650.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 054-310-060 JPN: 054-031-311-06A

Exhibit B

Reserved

Exhibit C-1

Legal Description of 1952 Drainage Easement Area

(attached)

Parcel 1 -

Commencing at a point in the northerly boundary line of the Rancho de las Pulgas where the same is intersected by the quarter section line running north and south through the middle of Section 22, Township 5 South, Range 3 West, Mt. Diablo Base and Meridian, being the southeast corner of that certain 100 foot strip of land described in deed from Geo. H. Rice, et al., to Spring Valley Water Co., dated Nov. 24, 1905 and recorded June 17, 1907, in Book 127 of Deeds at Page 534, San Mateo County; thence North 107.85 feet and North 68° 00' West 1354.7 feet to the true point of beginning of the parcel described herein. From said true point of beginning South 68° 00' East 936.0 feet along the northerly boundary of said lands heretofore conveyed to Spring Valley Water Co. to a point; thence leaving said boundary on the arc of a curve to the left tangent to last named course with a radius of 130 feet through a central angle of 74° 00', 167.90 feet to a point; thence North 38° 00' East 135 feet to a point in an existing dredged channel; thence along the arc of a 250 foot radius curve to the left tangent to a line bearing South 52° 00' East from the last named point, through a central angle of 153° 50 1/2', 671.26 feet; thence North 4000 feet to a point in Westpoint Slough; thence West 50 feet to a point, thence South 4012.16 feet to a point which is 50 feet distant radially from the last mentioned 250 foot radius curve; thence along the arc of a curve concentric with last mentioned curve, with a radius of 200 feet through a central angle of 156° 57', 547.86 feet; thence North 52° West 50 feet; thence South 38° 00' West 185 feet to a point; thence along a curve to the right tangent to last named course

with a radius of 80 feet through a central angle of 74° 00', 103.32 feet to a point; thence North 68° 00' West 945.2 feet; thence North 88° 45' West 4104.0 feet; thence North 74° 00' West 820.62 feet; thence South 6° 15' West 97.80 feet to the lands of Pacific Gas and Electric Co.; thence South 81° 55 1/2' East 400 feet and South 67° 37 1/4' East 316.2 feet along the lands of Pacific Gas and Electric Co. to northerly boundary of aforementioned Spring Valley 100' strip; thence along the northerly boundary of said Spring Valley 100' strip, South 88° 45' East 4204.0 feet to the true point of beginning.

Parcel 2 -

A strip of land 15 feet in width measured 7.5 feet at right angles on each side of the following described line:

Beginning at a point in the northeasterly line of the parcel designated as "Road", distant thereon North 81 degrees 17 minutes West, 42.37 feet from the most northerly corner of Lot 1, Block 2, as said Road, Lot and Block are shown on that certain map of the Friend Industrial Tract, filed for record December 31, 1940 in Book 23 of Maps at page 33, San Mateo County Records.

Thence from said point of beginning, North 10 degrees 31 minutes 45 seconds West, 10.59 feet to a point in the northerly line of the lands of Leslie Salt Company.

Exhibit C-2

Map of 1952 Drainage Easement Area

(attached)

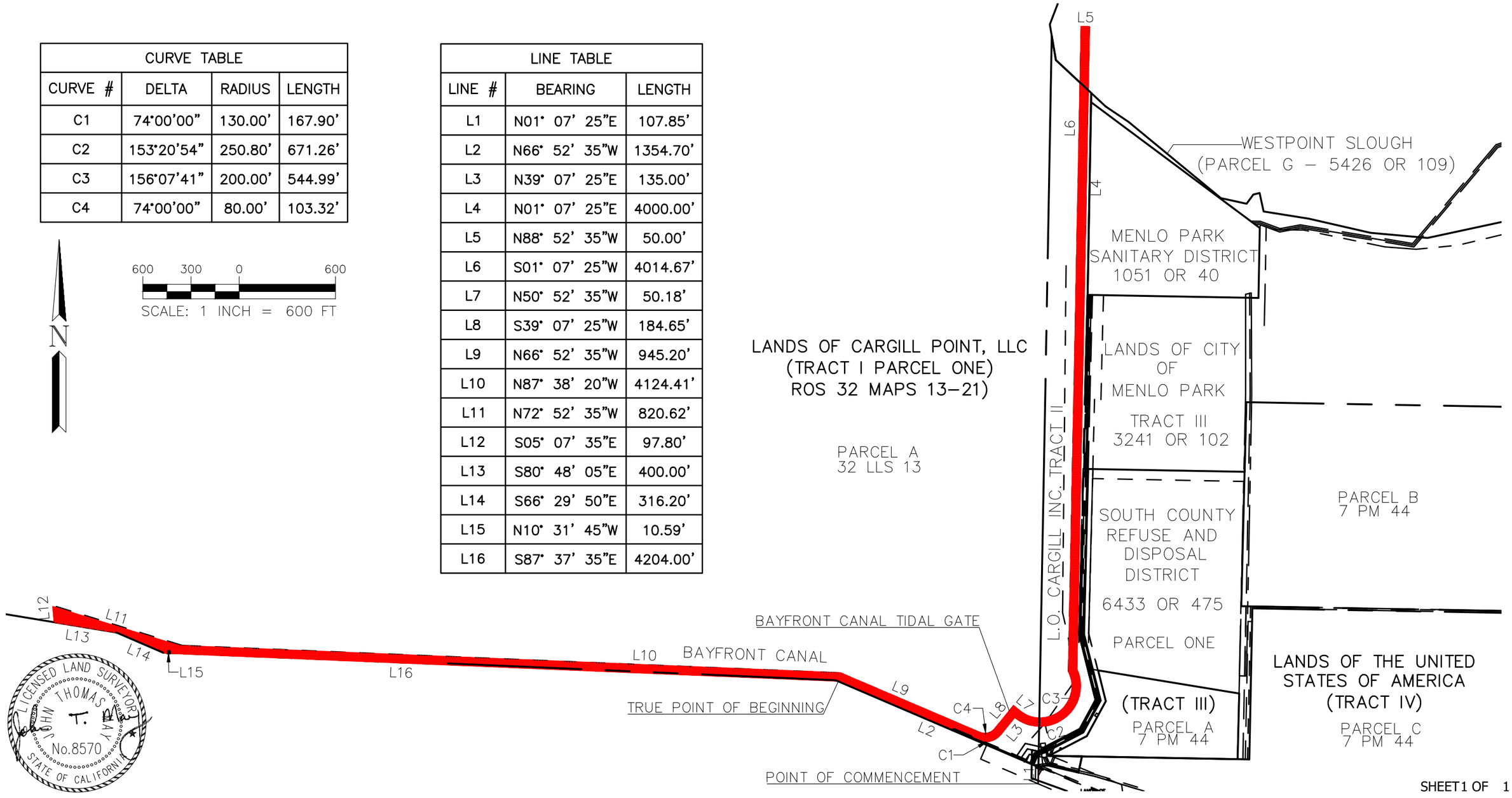
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	74°00'00"	130.00'	167.90'
C2	153°20'54"	250.80'	671.26'
C3	156°07'41"	200.00'	544.99'
C4	74°00'00"	80.00'	103.32'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N01° 07' 25"E	107.85'
L2	N66° 52' 35"W	1354.70'
L3	N39° 07' 25"E	135.00'
L4	N01° 07' 25"E	4000.00'
L5	N88° 52' 35"W	50.00'
L6	S01° 07' 25"W	4014.67'
L7	N50° 52' 35"W	50.18'
L8	S39° 07' 25"W	184.65'
L9	N66° 52' 35"W	945.20'
L10	N87° 38' 20"W	4124.41'
L11	N72° 52' 35"W	820.62'
L12	S05° 07' 35"E	97.80'
L13	S80° 48' 05"E	400.00'
L14	S66° 29' 50"E	316.20'
L15	N10° 31' 45"W	10.59'
L16	S87° 37' 35"E	4204.00'

N

600 300 0 600

SCALE: 1 INCH = 600 FT



LICENSED LAND SURVEYOR
JOHN THOMAS MAY
No.8570
STATE OF CALIFORNIA

SHEET1 OF 1

TOWILL | Surveying, Mapping and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

PREPARED FOR:

SAN MATEO COUNTY
FLOOD AND SEA LEVEL
RISE RESILIENCY DISTRICT

1952 DEED EASEMENT (BK 2264 PG 130),
WITH BOUNDARY BASE MAP

SCALE	1" = 600'
DATE SURVEYED	09/03/2020
P.M.	JTM
CALCULATED	DAM
DRAWN	DAM
CHECKED	JTM

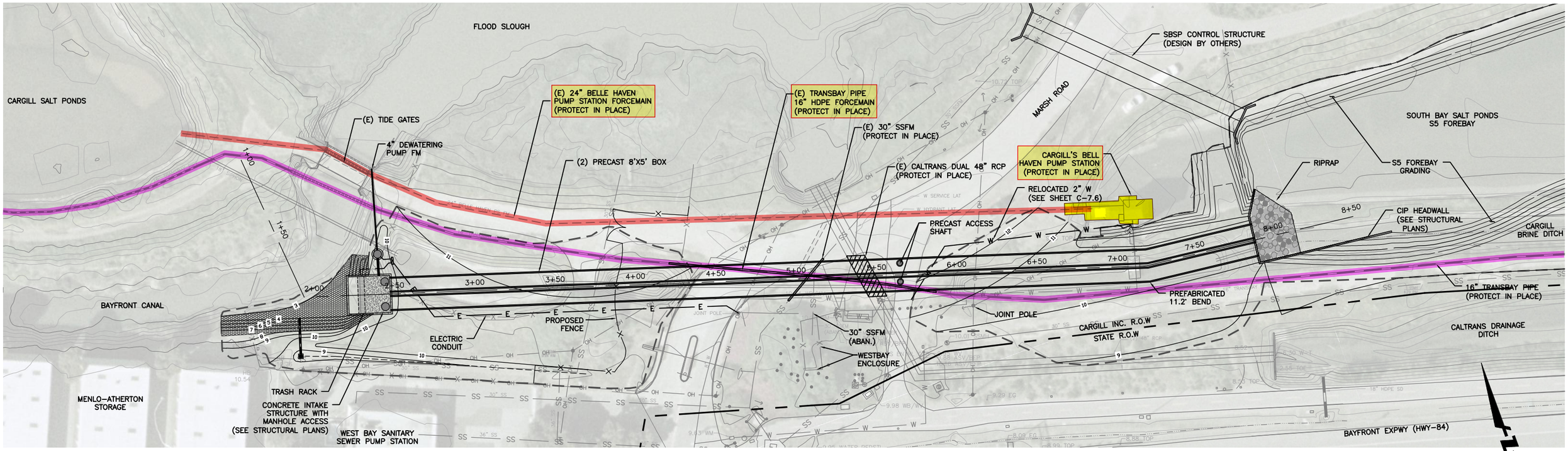
ISSUE DATE
09/03/2020

JOB NUMBER
16605

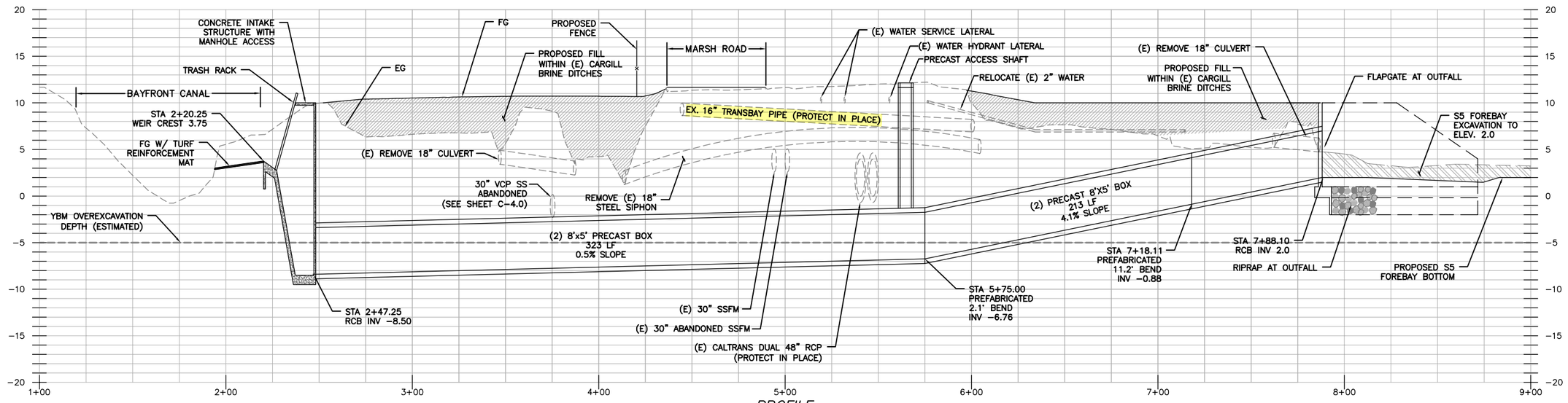
Exhibit D

Map of Bayfront Canal Project, Cargill Facilities and Existing Easements

(attached)



PLAN
SCALE: 1"=30'



PROFILE

DRAWING NAME: K:\2017\170054-11_Bayfront_Canal\ENG\EXHIBITS\Exhibit-D&C2.dwg
PLOT DATE: 08-12-20
PLOTTED BY: pdo

GRAPHIC SCALE
50 0 50 100

EXHIBIT D - PROPOSED IMPROVEMENTS & CARGILL FACILITIES

BAYFRONT CANAL AND ATHERTON CHANNEL
FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT

BKF

Exhibit E-1

Legal Description of Culvert Easement Area

(attached)

EXHIBIT E-1
LEGAL DESCRIPTION
FOR
STORM DRAIN AND FLOOD CONTROL FACILITIES
SAN MATEO COUNTY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF CARGILL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS VOLUME 32 LLS PAGES 13, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE RANCHO DE LAS PULGAS WHERE THE SAME IS INTERSECTED BY THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MT. DIABLO BASE AND MERIDIAN, BEING SOUTHEAST CORNER OF THAT CERTAIN 100 FOOT STRIP OF LAND DESCRIBED IN DEED FROM GEO. H. RICE, AT AL., TO SPRING VALLEY WATER CO.; DATED NOV. 24, 1905 AND RECORDED JUNE 17, 1907, IN BOOK 127 OF DEEDS AT PAGE 534, SAN MATEO COUNTY; THENCE ALONG SAID SECTION LINE, NORTH 00°59'58" EAST, A DISTANCE OF 106.04 FEET; THENCE LEAVING SAID SECTION LINE NORTH 66°48'45" WEST, A DISTANCE OF 375.37 FEET; THENCE NORTH 23°11'15" EAST, A DISTANCE OF 3.80 FEET TO THE EASEMENT DESCRIBED IN VOLUME 2264 AT PAGE 130, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EASEMENT, ALONG A CURVE TO THE LEFT, HAVING A RADIAL BEARING OF NORTH 23°07'25" EAST, WITH RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 29°15'36", AND AN ARC LENGTH OF 66.39 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN; THENCE CONTINUING ALONG A CURVE HAVING A RADIAL BEARING OF NORTH 06°08'11" WEST, WITH RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 31°16'12", AND AN ARC LENGTH OF 70.95 FEET; THENCE LEAVING SAID EASEMENT, SOUTH 72°08'07" EAST, A DISTANCE OF 13.46 FEET; THENC, SOUTH 16°58'35" WEST, A DISTANCE OF 6.08 FEET; THENCE SOUTH 72°08'56" EAST, A DISTANCE OF 214.42 FEET TO SAID SECTION LINE; THENCE ALONG SAID SECTION LINE SOUTH 0°59'58" WEST, A DISTANCE OF 32.21 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 72°09'06" WEST, A DISTANCE OF 223.68 FEET; THENCE SOUTH 17°51'53" WEST, A DISTANCE OF 7.79 FEET; THENCE NORTH 72°08'07" WEST, A DISTANCE OF 67.59 FEET TO THE **TRUE POINT OF BEGINNING.**

SEE EXHIBIT "E-3" TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

AREA: 8341 SQ FT

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION:

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/21)
STATE OF CALIFORNIA

2-8-2021
DATE

Exhibit E-2

Legal Description of Culvert Easement Area

(attached)

EXHIBIT E-2
LEGAL DESCRIPTION
FOR
STORM DRAIN AND FLOOD CONTROL FACILITIES
SAN MATEO COUNTY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF CARGILL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS VOLUME 32 LLS PAGES 13, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE RANCHO DE LAS PULGAS WHERE THE SAME IS INTERSECTED BY THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MT. DIABLO BASE AND MERIDIAN, BEING SOUTHEAST CORNER OF THAT CERTAIN 100 FOOT STRIP OF LAND DESCRIBED IN DEED FROM GEO. H. RICE, AT AL., TO SPRING VALLEY WATER CO.; DATED NOV. 24, 1905 AND RECORDED JUNE 17, 1907, IN BOOK 127 OF DEEDS AT PAGE 534, SAN MATEO COUNTY; THENCE ALONG SAID SECTION LINE NORTH 00°59'58" EAST, A DISTANCE OF 165.76 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID SECTION LINE, NORTH 00°59'58" EAST, A DISTANCE OF 32.21 FEET; THENCE LEAVING SAID SECTION LINE, SOUTH 72°08'56" EAST, A DISTANCE OF 106.56 FEET TO THAT CERTAIN PARCEL 5 AS DESCRIBED IN DEED 7702 PG 275, SAN MATEO OFFICIAL RECORDS; THENCE ALONG SAID LINE, SOUTH 27°21'38" EAST, A DISTANCE OF 7.20 FEET TO THE SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED 5610 DEEDS 486, SAN MATEO COUNTY OFFICAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE (5610 DEEDS 486), SOUTH 88°58'22" EAST, A DISTANCE OF 17.52 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 72°08'56" EAST, A DISTANCE OF 121.20 FEET; THENCE SOUTH 83°23'07" EAST, A DISTANCE OF 64.76 FEET TO THE WESTERLY LINE OF LANDS OF THE UNITED STATES OF AMERICA AS DESCRIBED IN DOCUMENT NUMBER 2003-058900, SAN MATEO COUNTY OFFICAL RECORDS; THENCE ALONG SAID WESTERLY LINE OF THE UNITED STATES OF AMERICA, SOUTH 11°54'46" WEST, A DISTANCE OF 30.93; THENCE LEAVING SAID WESTERLY LINE, NORTH 83°23'07" WEST, A DISTANCE OF 64.98 FEET; THENCE NORTH 72°09'06" WEST, A DISTANCE OF 243.29 FEET TO THE **TRUE POINT OF BEGINNING.**

SEE EXHIBIT "E-4" TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

AREA: 9538 SQ FT

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION:

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/21)
STATE OF CALIFORNIA

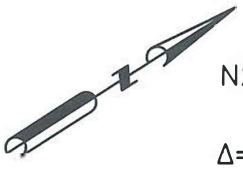
8/8/2021
DATE

Exhibit E-3

Plat to Accompany Legal Description of Culvert Easement Area

(attached)

EXHIBIT E-3



80 40 0 80

SCALE: 1 INCH = 80 FT

N23°11'15"E
3.80'

Δ=29°15'36"
R=130.00'
L=66.39'

N23°07'25"E R

N06°08'11"W R

Δ=31°16'12"
R=130.00'
L=70.95'

TRUE POINT
OF BEGINNING

N72°08'07"W
67.59'

S72°08'07"E
13.46'

S16°58'35"W
6.08'

LANDS OF MENLO PARK
SANITARY DISTRICT
(7 LLS 1)

S17°51'53"W
7.79'

N66°48'45"W 375.36'

N72°09'06"W 223.68'

S72°08'56"E 214.42'

REDWOOD CITY
MENLO PARK

LANDS OF CARGILL
POINT LLC
(32 LLS 13)

REDWOOD CITY
MENLO PARK

S0°59'58"W
32.21'

LANDS OF CARGILL INC
(32 LLS 13)

106.04'
N00°59'58"E

POINT OF
COMMENCEMENT

HIGHWAY 84

LANDS OF CITY
OF MENLO PARK
(6059 O.R. 556,
6433 O.R. 482,
& 6803 O.R.
144)

LANDS OF U.S.A.
(26 LLS 17)

LICENSED LAND SURVEYOR
THOMAS H. [illegible]
No.8570
STATE OF CALIFORNIA

SHEET 1 OF 1

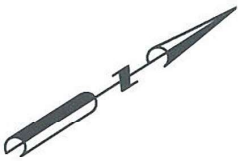
1" = 80'	Plat to Accompany Legal Description San Mateo County, California Access Easement	
February 8, 2021		

Exhibit E-4

Plat to Accompany Legal Description of Culvert Easement Area

(attached)

EXHIBIT E-4



80 40 0 80

SCALE: 1 INCH = 80 FT

LANDS OF MENLO PARK SANITARY DISTRICT (7 LLS 1)

LANDS OF CARGILL POINT LLC (32 LLS 13)

REDWOOD CITY MENLO PARK

REDWOOD CITY MENLO PARK

N0°59'58"E 32.21'

S72°08'56"E 106.56'

165.76' N00°59'58"E

LANDS OF CARGILL INC (32 LLS 13)

POINT OF COMMENCEMENT

TRUE POINT OF BEGINNING

N72°09'06"W 243.29'

S27°21'38"E 7.20'

S88°58'22"E 17.52'

HIGHWAY 84

LANDS OF CITY OF MENLO PARK (6059 O.R. 556, 6433 O.R. 482, & 6803 O.R. 144)

S72°08'56"E 121.20'

N83°23'07"W 64.98'

S83°23'07"E 64.76'

S11°54'46"W 30.93'

LANDS OF U.S.A. (26 LLS 17)

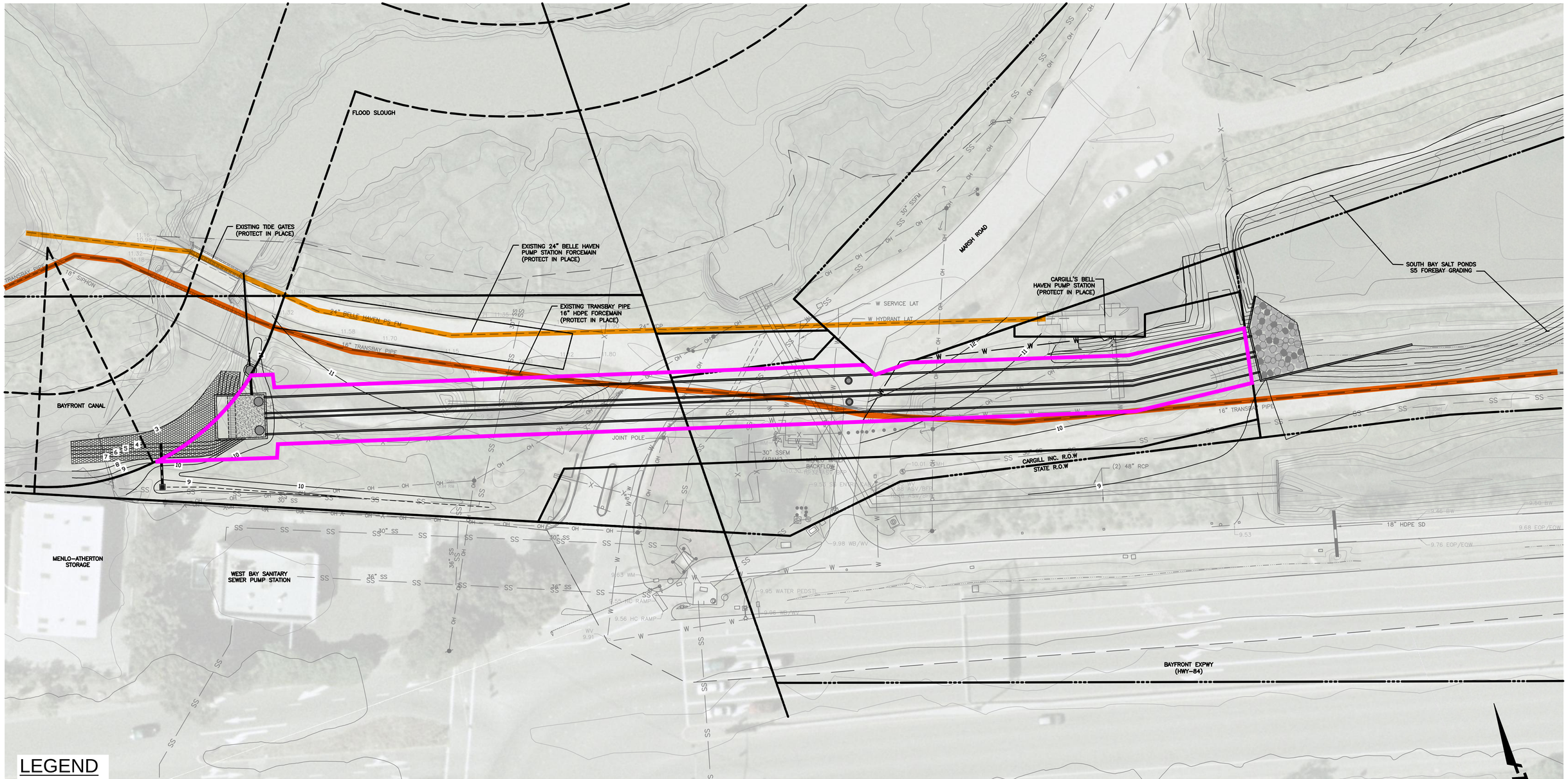
SHEET 1 OF 1

1" = 80'	Plat to Accompany Legal Description San Mateo County, California Access Easement	
February 8, 2021		

Exhibit E-5

Map of Culvert Easement Area

(attached)



LEGEND

CULVERT EASEMENT AREA

PLAN

SCALE: 1"=25'

EXHIBIT E-5 - CULVERT EASEMENT AREA

BAYFRONT CANAL AND ATHERTON CHANNEL
FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT

BKF

Exhibit F-1

Legal Description of Culvert Access Easement Area

(attached)

EXHIBIT F-1
LEGAL DESCRIPTION
FOR
STORM DRAIN AND FLOOD CONTROL FACILITIES
SAN MATEO COUNTY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF CARGILL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS VOLUME 32 LLS PAGES 13, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE RANCHO DE LAS PULGAS WHERE THE SAME IS INTERSECTED BY THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MT. DIABLO BASE AND MERIDIAN, BEING SOUTHEAST CORNER OF THAT CERTAIN 100 FOOT STRIP OF LAND DESCRIBED IN DEED FROM GEO. H. RICE, AT AL., TO SPRING VALLEY WATER CO.; DATED NOV. 24, 1905 AND RECORDED JUNE 17, 1907, IN BOOK 127 OF DEEDS AT PAGE 534, SAN MATEO COUNTY; THENCE ALONG SAID SECTION LINE NORTH 00°59'58" EAST, A DISTANCE OF 106.04 FEET; THENCE LEAVING SAID SECTION LINE NORTH 66°48'45" WEST, A DISTANCE OF 101.37 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN; THENCE NORTH 66°48'45" WEST, A DISTANCE OF 274.00 FEET; THENCE NORTH 23°11'15" EAST, A DISTANCE OF 3.80 FEET TO THE EASEMENT DESCRIBED IN VOLUME 2264 AT PAGE 130, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EASEMENT ALONG A CURVE TO THE LEFT, HAVING A RADIAL BEARING OF NORTH 23°07'25" EAST, WITH RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 74°00'00", AND AN ARC LENGTH OF 167.90 FEET; THENCE NORTH 39°07'25" EAST, A DISTANCE OF 17.44 FEET; THENCE LEAVING SAID EASEMENT SOUTH 70°08'35" EAST, A DISTANCE OF 194.58 FEET TO THE SAID SECTION LINE; THENCE ALONG SAID SECTION LINE, SOUTH 00°59'58" WEST, A DISTANCE OF 96.85 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 72°08'56" WEST, A DISTANCE OF 74.30 FEET; THENCE SOUTH 46°05'37" WEST, A DISTANCE OF 32.13 FEET TO THE **TRUE POINT OF BEGINNING.**

SEE EXHIBIT "F-3" TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

AREA: 27,839 SQ FT

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION:

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/21)
STATE OF CALIFORNIA

2/8/2021
DATE

Exhibit F-2

Legal Description of Culvert Access Easement Area

(attached)

EXHIBIT F-2
LEGAL DESCRIPTION
FOR
STORM DRAIN AND FLOOD CONTROL FACILITIES
SAN MATEO COUNTY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF CARGILL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS VOLUME 32 LLS PAGES 13, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE RANCHO DE LAS PULGAS WHERE THE SAME IS INTERSECTED BY THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MT. DIABLO BASE AND MERIDIAN, BEING SOUTHEAST CORNER OF THAT CERTAIN 100 FOOT STRIP OF LAND DESCRIBED IN DEED FROM GEO. H. RICE, AT AL., TO SPRING VALLEY WATER CO.; DATED NOV. 24, 1905 AND RECORDED JUNE 17, 1907, IN BOOK 127 OF DEEDS AT PAGE 534, SAN MATEO COUNTY; THENCE ALONG SAID SECTION LINE, NORTH 00°59'58" EAST, A DISTANCE OF 145.47 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID SECTION LINE, NORTH 00°59'58" EAST, A DISTANCE OF 74.61 FEET; THENCE LEAVING SAID SECTION LINE, SOUTH 71°04'55" EAST, A DISTANCE OF 93.42 FEET TO THE SOUTHERLY LINE OF THE LANDS OF CITY OF MENLO PARK AS DESCRIBED AS PARCEL 5 IN THAT CERTAIN DEED RECRODED AS 7702 OFFICAL RECORDS AT PAGE 275; THENCE ALONG SAID DEED, SOUTH 27°21'38" EAST, A DISTANCE OF 34.77 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN 5610 DEEDS 486; THENCE CONTINUING ALONG SAID DEED (5610 DEEDS 486), SOUTH 88°58'22" EAST, A DISTANCE OF 79.93 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 20°00'00" WEST, A DISTANCE OF 5.78 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 70.85 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 12.09; THENCE SOUTH 83°23'07" EAST, A DISTANCE OF 52.94 FEET TO THE WESTERLY LINE OF LANDS OF THE UNITED STATES OF AMERICA AS DESCRIBED IN DOC NO 2003-058900, SAN MATEO OFFICAL RECORDS; THENCE ALONG SAID WESTERLY LINE OF LANDS OF UNITED STATES OF AMERICA, SOUTH 11°54'26" WEST, A DISTANCE OF 69.96 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 83°23'07" WEST, A DISTANCE OF 65.10; THENCE NORTH 72°08'56" WEST, A DISTANCE OF 239.32 FEET TO THE **TRUE POINT OF BEGINNING.**

SEE EXHIBIT "F-4" TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

AREA: 19,866 SQ FT

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION:

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/21)
STATE OF CALIFORNIA

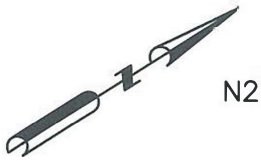
2-8-2021
DATE

Exhibit F-3

Plat to Accompany Legal Description of Culvert Access Easement Area

(attached)

EXHIBIT F-3



80 40 0 80

SCALE: 1 INCH = 80 FT

N23°11'15"E
3.80'

N23°07'25"E R

Δ=29°15'36"
R=130.00'
L=66.39'

Δ=74°00'00"
R=130.00'
L=167.90'

N66°48'45"W 274.00'

N39°07'25"E
17.44'

S70°08'35"E
194.58'

LANDS OF MENLO PARK SANITARY DISTRICT
(7 LLS 1)

LANDS OF CARGILL POINT LLC
(32 LLS 13)

REDWOOD CITY
MENLO PARK

REDWOOD CITY
MENLO PARK

TRUE POINT OF BEGINNING

S46°05'37"W
32.13'

N66°48'45"W
101.37'

N72°08'56"W
74.30'

96.85'
S0°59'58"W

LANDS OF CARGILL INC
(32 LLS 13)

106.04'
N00°59'58"E

POINT OF COMMENCEMENT

HIGHWAY 84

LANDS OF CITY OF MENLO PARK
(6059 O.R. 556, 6433 O.R. 482, & 6803 O.R. 144)

LICENSED LAND SURVEYOR
THOMAS MAY
No.8570
STATE OF CALIFORNIA

LANDS OF U.S.A.
(26 LLS 17)

SHEET 1 OF 1

1" = 80'	Plat to Accompany Legal Description San Mateo County, California Access Easement	
February 8, 2021		

Exhibit F-4

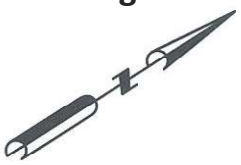
Plat to Accompany Legal Description of Culvert Access Easement Area

(attached)

EXHIBIT F–4

80 40 0 80

SCALE: 1 INCH = 80 FT



LANDS OF MENLO PARK SANITARY DISTRICT (7 LLS 1)

LANDS OF CARGILL POINT LLC (32 LLS 13)

REDWOOD CITY MENLO PARK

REDWOOD CITY MENLO PARK

TRUE POINT OF BEGINNING

N0°59'58"E 74.61'

S71°04'55"E 93.42'

LANDS OF CARGILL INC (32 LLS 13)

145.47' N00°59'58"E

POINT OF COMMENCEMENT

N72°08'56"W 239.32'

HIGHWAY 84

S27°21'38"E 34.77'

S88°58'22"E 79.93'

S20°00'00"W 5.78'

S70°00'00"E 70.85'

LANDS OF CITY OF MENLO PARK (6059 O.R. 556, 6433 O.R. 482, & 6803 O.R. 144)

N83°23'07"W 65.10'

S11°54'26"W 69.96'

S83°23'07"E 52.94'

N20°00'00"E 12.09'

LANDS OF U.S.A. (26 LLS 17)

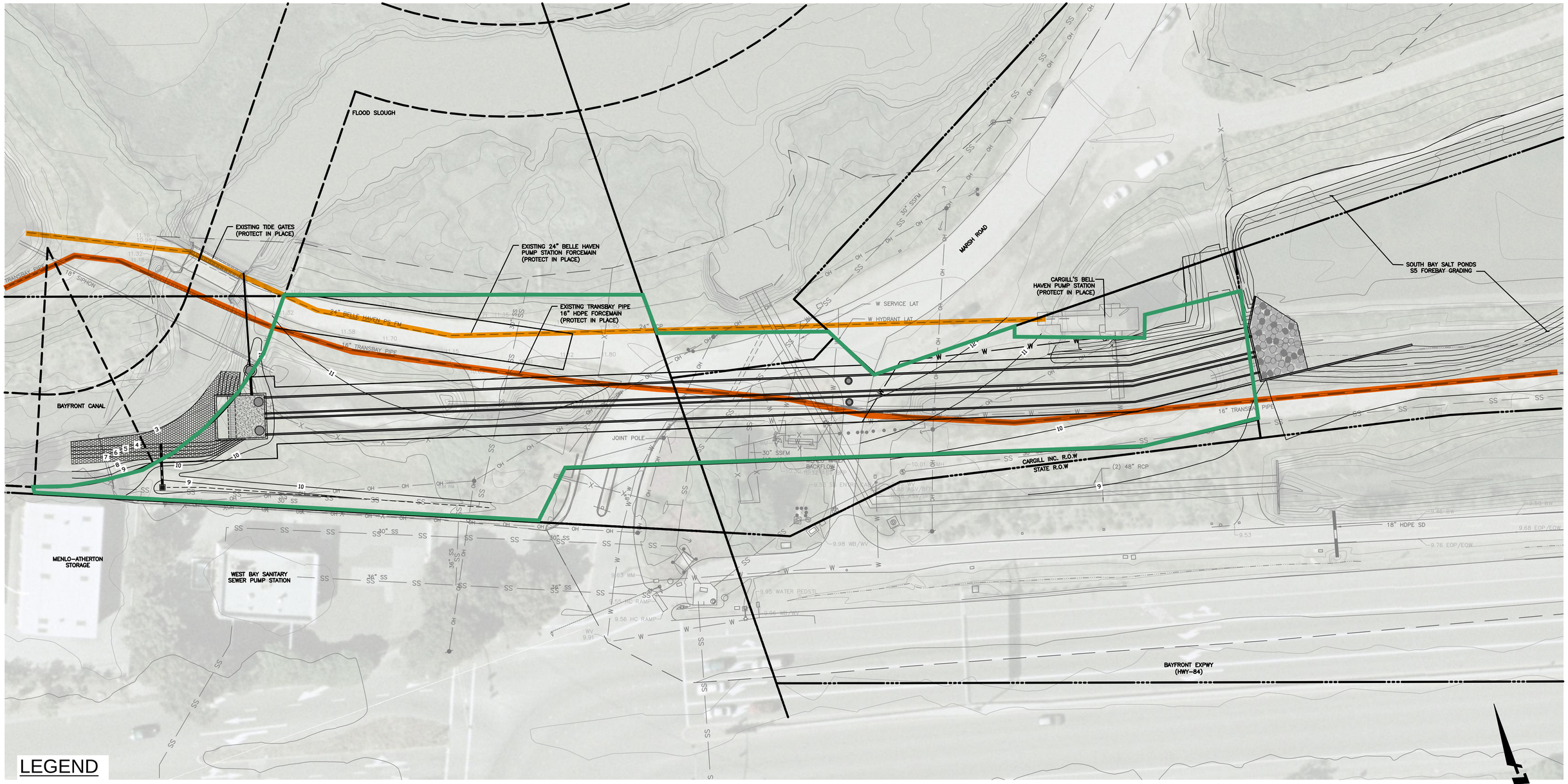
SHEET 1 OF 1

1" = 80'	Plat to Accompany Legal Description San Mateo County, California Access Easement	
February 8, 2021		

Exhibit F-5

Map of Culvert Access Easement Area

(attached)



LEGEND

CULVERT ACCESS AREA

PLAN

SCALE: 1"=25'

EXHIBIT F-5 - CULVERT ACCESS AREA

BAYFRONT CANAL AND ATHERTON CHANNEL
FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT

Exhibit G

Cargill Safety Rules and Regulations

(attached)

CONTRACTOR EMPLOYEE INFO

Date:_____
Contractor Company Name: _____
Contract Employee Name: _____

PURPOSE

These guidelines are intended as general guidance for contractor and subcontractor activities concerning safety performance while performing work on Cargill Salt property. Contractors, subcontractors, and their employees and agents (hereafter referred to collectively as "contractors") will be required to meet all applicable local, state, and federal laws and regulations which will take precedence over these guidelines in event of a conflict, unless the Cargill guideline is more restrictive.

The contractor employee shall place his/her initials on each line item, as they are reviewed. A copy of the entire document shall be offered to the contractor for reference of Cargill guidelines.

CONTRACTOR RESPONSIBILITIES

1. To ensure that contractor/subcontractor employees and agents on Cargill property are familiar with and follow all guidelines set forth in this document. Each contractor personnel is required to review and understand this checklist their first time on site and annually thereafter.
2. To ensure that all employees and agents of contractors are physically able and properly trained to perform their duties.
3. The contractor supervisor's responsibility to know these rules and ensure they are followed by his/her employees.
4. The contractor is responsible for the safety and conduct of their employees.
5. To report all incidents and hazardous conditions to Cargill immediately. All incidents are to be investigated by the contractor within 24 hours and a copy of the investigation report to be given to Cargill within 48 hours.
6. To maintain and furnish to each of their employees all personal protective equipment required.
7. Stop and consult with Cargill if the nature of the job deviates from original scope, before proceeding.

Non-compliance of any of these rules may result in the removal from company premises.

CONTRACTOR SAFETY RULES AND PROCEDURES

____1. Before beginning any work, each day a pre-job hazard assessment (PJHA) and discussion is recommended with all personnel performing the work.

____2. All contractors must wear hard hats, safety shoes that meet ASTM F 2412-05 and 2413-05 standards, gloves appropriate to the work, safety glasses that meet ANSI Z87.1-2003, long pants and sleeved shirts whenever they are on Cargill property. Hearing protection must be worn in posted areas. Without the proper PPE contractors will not be allowed to work. Knee and body pad use is encouraged to prevent contact stress injuries. Face shields in addition to safety glasses or goggles are required for grinding, blowing with compressed air, and any operation where there is a risk of being struck in the face. Gloves must be worn at all times,

unless job function prohibits or creates a greater risk.

____3. If you discover a fire, immediately call 911 and notify Cargill.

____4. If a contractor employee is injured and requires medical attention, immediately call 911.

____5. Prior to performing any work, contractors must provide a complete list of ALL chemicals or substances they will bring on site and provide an SDS if requested by Cargill. All chemicals should be placed on or within secondary containment.

____6. Any spills of fuel, oil, solvent, brine, chemicals, or any other pollutant must be contained and reported to Cargill immediately. The contractor will be required to participate in the incident investigation and the physical clean-up and will be required to bear the costs of clean-up and proper disposal.

____7. Cargill's buildings and grounds may contain both Lead and Asbestos materials. Only approved and licensed Contractors may disturb Lead and/or Asbestos.

____8. No individual shall lift a weight greater than 60 pounds. If an object weighing more than 60 pounds must be lifted, multiple people will be used or mechanical lifting such as a forklift or crane will be used. If the object is less than 60 lbs. but is awkward for a single person, multiple people or mechanical lifting should be used.

____9. All Cal/OSHA regulations regarding welding and hot work must be followed, including proper eye, face, hand, body, and respiratory protection. Contractors must supply their own fire extinguishers when a fire watch is required. Fire watch must be performed by someone other than the person performing the hot work. After the hot work is completed, a Fire Watch is maintained for 60 minutes.

____10. Underground survey is required prior to core drilling, boring, or trenching work.

____11. Fall protection is required for all work performed at or above **4 feet** (this applies to the individual's feet being greater than 4 ft from the ground). Contractors shall provide all fall protection training and equipment for their employees. Contractors are not allowed to go on any building roof without approval from Cargill and completion of Roofing Checklist. If an individual is within 10 feet from the edge of the roof, fall restraint must be used. Tools and materials cannot be stored within 15 feet of edge. Fall protection must be used in the following scenarios: stepping on a ladder within 6 feet of the guardrail, or leading edge, and any time when 3 points of contact cannot be maintained.

____12. Aerial lift (boom and scissor lifts) operators must be trained. Daily equipment inspections must be performed and available for review. The use of fall protection harnesses and fixed length lanyards or aerial lift designed SRL's are required when working from all aerial lifts. Aerial lifts may not be used as cranes to lift materials. Operators may not stand on lift railings or any other object other than the floor of the basket on a lift.

____13. Contractors are to use proper ladders or scaffolding for the task. Ladders must be inspected prior to every use and must be used in the correct manner. Example, A frame ladders need to be opened and locked and not used as an extension ladder. Scaffold users must have proof of proper training before utilizing scaffolding. Climbing on piping, equipment or structural steel is not allowed.

____14. All scaffolds with a ladder run > 10' without the ability to exit onto a platform, or within 6' of a hand rail or leading edge requires fall protection while ascending/descending the scaffold.

The lanyard on an SRL must be fully retracted when not in use.

____15. Portable tools, equipment, and extension cords MUST be plugged into a portable GFCI. Regardless if the outlet is GFCI protected, the portable GFCI must still be used in conjunction with the portable tool. If an extension cord is being used, the portable GFCI must be placed before the extension cord. The portable GFCI should be tested prior to use.

____16. No contractor is allowed to start or stop any equipment, change process flows, or cut pipes or conduits without prior approval from Cargill.

____17. Face shield must be used over safety glasses while using compressed air. NEVER use compressed air to blow debris or dirt from your body or cloths.

____18. The contractor is expected to keep work areas clean and orderly on a daily basis.

____19. Contractors will be required to furnish all tools needed for the job being performed.

____20. Contractor employees may not be in possession of or under the influence of any mood altering substance as detailed in the policy.

____21. Warning of corrosive conditions: This facility is a salt production facility. Under certain conditions salt can cause corrosion to your equipment. Contractors should take appropriate measures to protect their equipment to minimize salt-induced corrosion. By signing this form contractors acknowledge that they shall be solely responsible for any damage to equipment caused by salt. Contractors shall also notify all subcontractors of the possibility of salt-induced corrosion prior to the beginning of work.

____22. Some endangered or otherwise protected species and associated habitat may be present on Cargill property. Do not disturb wildlife. For example, when driving, be constantly alert for marked and unmarked Snowy Plover nest sites. Immediately report all unmarked Snowy Plover nest sites to Cargill..

____23. Smoking is only allowed in designated smoking areas in the facility. There is NO smoking in vehicles or in the yard. Use of tobacco products such as E-Cigarettes, Vaping and chewing of tobacco also fall under smoking requirements.

____24. Pickleweed or other vegetation must not be disturbed when working on levees, or near sloughs or marshes without prior approval from Cargill.. If mud, rock or other debris inadvertently comes in contact with marsh vegetation, contact Cargill immediately.

____25. Cellular phones cannot be used by a driver when their vehicle or equipment, is in motion regardless of the use of hands-free devices. They must come to a complete stop and take the vehicle out of gear.

____26. Seat belts must be worn at all times on all moving equipment which comes with seatbelts.

____27. Do not sit or lay under heavy equipment when it is not in use.

____28. Compressed gas cylinders must be capped, upright, and properly secured. When being transported, gas cylinders should have the regulator off and the caps on.

____29. Firearms or weapons are not permitted on Cargill Property -- even in personal vehicles or even if you have a permit to carry.

____30. Knife safety - The use of exposed fixed blade and utility knives is prohibited. Only safety cutting tools with shielded blades may be used.

____31. Life jackets must be worn when working on boats or on docks or wooden structures without railings where there is a risk of falling into water.

____32. Contractors must comply with all Covid-19 related requirements applicable to the work.

Contractor Critical Behavior Inventory

_____ 1.1 PREJOB INSPECTION AND PLANNING. It is not enough to identify hazards; we also have to decide how to eliminate identified hazards before starting the job.

_____ 1.2 COMMUNICATION. Considered safe when all workers involved have been notified of any work to be done, and signs or signals are understood by all.

_____ 1.3 BARRIERS AND GUARDS. Open holes are not left unattended, appropriate fencing or hazard tape is placed around the work area, removal of guarding is conducted after de-energizing of hazardous energy, and guarding is reinstalled after the work is complete.

_____ 2.1 LOCKOUT/TAGOUT. Considered safe when all energy sources have been eliminated and verified.

_____ 2.3 ELEVATED WORK. Considered safe when all workers working at a height greater than 4-feet are fully protected from a fall. When the individual is working below 4 feet, the individual maintains three point contact at all times if using a ladder and not tied off. If the individual is working above four feet on a ladder, the individual must be tied off AND the ladder must be tied to something structurally secure

_____ 2.4 EYES ON PATH. Considered safe when worker always looks where they are going, making sure that they avoid or clear away objects in their path that would cause them to trip, fall, or run into something or someone.

_____ 2.5 EYES & MIND ON TASK. Keeps eyes on task, especially when working near pinch points or moving equipment. Does not allow distractions while equipment is running.

_____ 2.6 ASCENDING/DESCENDING. Exercise caution and utilizes handrails when ascending or descending stairs, ladders, ramps and vehicles. Items carried do not prevent person from maintaining contact with structure.

_____ 2.7 ASSISTANCE. Considered safe when physical, verbal, or mechanical assistance is used to complete a task.

_____ 2.8 LINE OF FIRE. Understanding proper body location in reference to possible falling, flying or energy releasing equipment.

_____2.9 BALANCE, TRACTION AND GRIP. Considered safe when the risks of a fall, slip, or trip have been reduced.

_____3.1 HOUSEKEEPING. Considered safe when the work area is in a clean, organized condition – continually, not just on occasion.

_____3.2 EXTREME TEMPERATURE. Considered safe when a worker takes adequate precautions to avoid extreme heat or extreme cold, such as working in >80°F or <40°F temperatures.

_____3.3 OFFICE SAFETY. Considered safe when employees are performing office tasks hazard free.

_____4.1 TOOLS, EQUIPMENT SELECTION AND USE. Considered safe when tools and equipment being used fit the task and are in good condition.

_____4.2 PERSONAL PROTECTIVE EQUIPMENT. Considered safe when personal protective equipment is used to effectively defend against work place hazards.

_____4.3 VEHICLE OPERATION. Considered safe when authorized operators have been trained, they follow

operational procedures, the equipment is in good repair, and the operator is alert and cautious. Seat belts are worn.

_____5.1 AWKWARD WRIST/ARM POSTURE. This behavior is considered safe when the worker maintains the wrist in a neutral position, such as the handshake position.

_____5.2 AWKWARD BACK POSTURE. This behavior is considered safe when the workers maintain the neutral "S" curve of the back. Use good lifting techniques by bending at the knees, lifting with legs, avoid twisting and keep the load close to the body.

_____5.3 AWKWARD HEAD/NECK POSTURE. This behavior is considered safe when the worker ensures the head is facing forward and in a neutral position.

_____5.4 OVER-EXERTION. This behavior is considered safe when arms and feet are anchored in a strength position and not stretched out or over-extended. Such as pulling down on a 36" pipe wrench.

_____5.5 REPETITIVE/STATIC MOTION. This behavior is considered safe when a worker frequently returns their body to the neutral position. Such as opening a valve using a wrench or standing by a machine for an extended period, worker takes repeated rests.

_____5.6 CONTACT STRESS. This behavior is considered safe when the worker avoids prolonged resting, pressing, or bracing against hard edges or surfaces. Such as leaning on piping to open a flange.

_____5.7 LIFTING. This behavior is considered safe when the worker uses correct lifting techniques to minimize stress on their back.

_____5.8 COMPUTER USE. Considered safe when worker has properly adjusted their workstation to fit themselves, and regularly takes mini-breaks, stretches, and/or occasionally changes position.

I have read and understood the above guidelines and agree to follow them..

A copy of the entire document shall be offered to the contractor for reference of Cargill requirements.

PLEASE PRINT CLEARLY

Contractor Company Name: _____

Contractor Employee Signature: _____ Date: _____

Employee Name (Please Print): _____

Recording Requested By:

Cargill, Incorporated

WHEN RECORDED – RETURN TO:
Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: Michael Skoglund, Esq.

Assessor's Parcel Nos.:
054-300-230-7, 054-310-100-0, 054-310-120-8,
054-310-140-6, 054-310-160-4, 054-310-060**,**
055-400-590-0, 055-400-520-7, 055-400-510-8

Space for Recorder's Use Only

RESTATED AND AMENDED EASEMENT AGREEMENT

THIS RESTATED AND AMENDED EASEMENT AGREEMENT ("**Agreement**"), is made and entered into this __th day of _____, 2021 (the "**Effective Date**"), by and among CARGILL, INCORPORATED, a Delaware corporation, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("**Cargill**"), CARGILL POINT, LLC, a Delaware limited liability company, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("**Cargill Point**"), SAN MATEO COUNTY, a political subdivision of the State of California, with a principal place of business at 400 County Center, Redwood City, California 94063 ("**County**"), the CITY OF REDWOOD CITY, a charter city and municipal corporation, with a principal place of business at 1017 Middlefield Road, Redwood City, California 94063 ("**Redwood City**"), the CITY OF MENLO PARK, a municipal corporation, with a principal place of business at 701 Laurel Street, Menlo Park, CA 94025 ("**Menlo Park**"), and the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district, with a principal place of business at 1700 South El Camino, Suite 502, San Mateo, California 94402 ("**District**") (individually, a "**Party**" and collectively, the "**Parties**"):

Recitals

A. Cargill Point is the fee owner of certain real property located within the City of Redwood City, California, as described in **Exhibit "A"** attached hereto (the "**Cargill Point Property**").

B. Cargill is the fee owner of certain real property located within the City of Menlo Park, California, as described in **Exhibit "B"** attached hereto (the "**Cargill Property**").

C. On June 2, 1952, Leslie Salt Co. ("**Leslie**") granted an easement to the County and Redwood City "for the purpose of constructing, maintaining and operating thereon storm drainage facilities and for no other purpose" over the real property described in **Exhibit "C-1"** attached hereto and depicted in **Exhibit "D"** attached hereto (the "**Drainage Easement Area**") in an instrument recorded on July 9, 1952 as Instrument No. 14909-K in Book 2264, Page 130 of the Official Records of San Mateo County (the "**1952 Drainage Easement**").

D. The County created and formed the San Mateo County Flood Control District (the "**Flood District**") in 1959 to provide for the construction and operation and maintenance of flood control facilities within San Mateo County. By operation of law, the County's rights and obligations under the 1952 Drainage Easement were assumed by the Flood District upon the Flood District's creation.

E. In 1959, portions of the land encumbered by the 1952 Drainage Easement and portions of the land draining to the Drainage Easement Area were annexed into Menlo Park from the County. Menlo Park claims that it is the successor-in-interest by operation of law to the County's and Flood District's rights and obligations under the 1952 Drainage Easement to the extent of such annexation and adopted a resolution in 2015 to acknowledge and accept the 1952 Drainage Easement.

F. A portion of the land draining to the Drainage Easement Area remains within the unincorporated portion of the County as set forth in **Exhibit "F"** attached hereto.

G. Cargill acquired Leslie in 1978 and therefore became, as of the acquisition of Leslie, the successor-in-interest to Leslie's rights and obligations under the 1952 Drainage Easement with respect to the Cargill Point Property and the Cargill Property.

H. Title to the Cargill Point Property was conveyed by Cargill to Cargill Point in 2016. Cargill Point therefore became the successor-in-interest to Cargill's rights and obligations under the 1952 Drainage Easement as to the Cargill Point Property as of the date of the conveyance.

I. Pursuant to Assembly Bill No. 825 (2019), the Flood District was renamed as the District, its powers were expanded to include addressing and protecting against the impacts of sea level rise, and, effective January 1, 2020, an independent Board of Directors replaced the County's Board of Supervisors as its governing board. Any remaining rights and obligations held by the County and/or Flood District in the 1952 Easement Agreement have been assumed by the District by operation of law.

J. Cargill and Cargill Point desire the County, Menlo Park, Redwood City and the District to enter into this Agreement to restate and amend the terms, rights and obligations of the 1952 Drainage Easement as provided herein. The Parties intend to eliminate the 1952 Drainage Easement prohibition on excavations below the elevation minus three feet mean sea level United State Coast and Geodetic Survey datum.

Now, therefore, for good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Incorporation of Recitals. Recitals A through J above are incorporated by this reference and made part of the Agreement.

2. 1952 Drainage Easement Restated and Amended. As of the Effective Date and as set forth in this Agreement, for the purpose of and in consideration for separate agreements concerning the transfer of temporary construction easement rights and drainage easement rights from Cargill and Cargill Point to the Grantee Agencies (as defined in Section 3 below) to be recorded contemporaneously with this Agreement, the Parties restate and amend the terms, rights and obligations of the 1952 Drainage Easement, which is not extinguished.

3. Drainage Easement. Cargill Point and Cargill hereby grant to Menlo Park, the District and Redwood City (collectively, the "**Grantee Agencies**" and individually, a "**Grantee Agency**") an easement over, along, under and through the Drainage Easement Area for the purpose of constructing, maintaining, replacing, operating and improving thereon storm drainage facilities, including the "**Bayfront Canal**" and "**Bayfront Canal Tide Gate**" existing as of the Effective Date, as depicted on **Exhibit "D"** attached hereto, pipelines and outfalls, flow gauges and meters, pump station(s) and levees, and protecting past and existing operations (including, without limitation, vegetation and siltation removal, dredging, and off-hauling), (all such facilities are referred to herein as the "**Drainage Facilities**"), and for no other purpose (the "**Drainage Easement**"). The Grantee Agencies, and each of them, shall be solely responsible for all costs, permits and approvals, if any, and compliance with applicable laws that may be associated with the exercise of rights and obligations granted pursuant to the Drainage Easement. Activities undertaken by the Grantee Agencies shall also follow and comply with the "Access Protocols" set forth in Section 6 below. In the event that a Grantee Agency wishes to construct new or substantially modify then existing Drainage Facilities within the Drainage Easement Area, the Grantee Agency shall provide Cargill Point and Cargill with three (3) months' prior written notice of such improvements, with a detailed scope of work and proposed schedule, subject to Cargill Point's and Cargill's approval, not to be unreasonably withheld, conditioned or delayed. Cargill Point and Cargill retain the right to make any use of the Cargill Point Property or the Cargill Property, respectively, or take other action that does not unreasonably interfere with the Grantee Agencies' use and enjoyment of the Drainage Easement, including the right to construct and maintain over, under or across the Drainage Easement Area such bridges, pole lines or other structures and improvements as it may deem desirable, provided that no such structures or improvements shall interfere with the rights granted under this Agreement to the Grantee Agencies or impair the function of the Drainage Facilities within the Drainage Easement. Notwithstanding the 1952 Drainage Easement, excavations below the elevation minus three feet mean sea level United State Coast and Geodetic Survey datum are permitted.

4. Drainage Access Easement. Cargill Point and Cargill hereby grant to the Grantee Agencies a non-exclusive easement for vehicular and pedestrian access to the Drainage Easement Area over the area described in **Exhibit "C-2"** attached hereto and depicted on **Exhibit "C-3"** attached hereto (the "**Drainage Access Easement**") for the exercise of those rights granted to the Grantee Agencies under this Agreement. To the extent all or a portion of the Drainage Access Easement area becomes inaccessible to pedestrians and/or vehicles, the Parties shall meet and confer to agree upon modifications to the Drainage Access Easement area

to ensure that Grantee Agencies have reasonably convenient ongoing access to such Drainage Easement Area. Each Grantee Agency agrees to be responsible for any damage caused to the Cargill Property, including trails and roadways, by the operation of vehicles and equipment by such Grantee Agency which exceed the H-20 traffic rating, assuming a 32,000-pound load per axle (or 16,000 pound wheel load), and to be responsible for the maintenance and repair of any trails or roadways utilized by such Grantee Agency on the Cargill Point Property and Cargill Property pursuant to the Drainage Access Easement to the extent required under California Civil Code Section 845. All access pursuant to the Drainage Access Easement shall comply with the "Access Protocols" set forth in Section 6 below. The Grantee Agencies, and each of them, shall be solely responsible for all costs, permits, approvals and compliance with applicable laws that may be associated with the exercise of rights and obligations granted pursuant to the Drainage Access Easement. Cargill Point and Cargill retain the right to make any use of the Cargill Point Property or Cargill Property, respectively, or take other actions that do not unreasonably interfere with the Grantee Agencies' use and enjoyment of the Drainage Access Easement.

5. Acknowledgement, The County acknowledges and agrees that any rights and obligations it had under the 1952 Easement Agreement were assumed by operation of law by Menlo Park and/or the District.

6. Access Protocols. The Grantee Agencies each agree to provide written notice to Cargill Point and Cargill for access to either the Cargill Point Property or Cargill Property at least five (5) days prior to accessing either property to initiate any activities authorized by this Agreement and any operations, maintenance, replacement or construction activities; provided, however, that in the event a Grantee Agency requests access to either the Cargill Point Property or the Cargill Property in order to perform emergency operations, maintenance and/or repairs as reasonably determined by the Grantee Agency(ies) requesting access ("**Emergency**"), the Grantee Agency shall provide the designated contacts for Cargill Point and Cargill with immediate notice by phone, followed by written notice within twenty-four (24) hours thereafter. Access to either the Cargill Point Property or Cargill Property will be permitted only during normal business hours or as otherwise agreed in writing between the Parties, or except in the event of an Emergency as described above, and will not unreasonably interfere with Cargill Point or Cargill operations at the Cargill Point Property or Cargill Property, respectively. Each Grantee Agency agrees to provide Cargill Point and Cargill with a copy of all information, analytical results, final reports and data resulting from any operations, maintenance and report activities authorized by the Drainage Easement upon a written request, provided, however, that a Grantee Agency may withhold any requested records which are subject to the attorney-client privilege and/or attorney work product doctrine. Each Grantee Agency agrees that it and its employees, agents, licensees, invitees, and contractors shall present proper credentials when seeking access to either the Cargill Point Property or the Cargill Property for any activity authorized by this Agreement, and shall perform all work on Cargill Point Property and Cargill Property in a professional and workmanlike manner in accordance with all applicable industry standards and safety requirements and environmental laws and regulations for similar work and in compliance with Cargill's safety requirements attached hereto as **Exhibit "E"**, which may be updated in writing by Cargill. Each Grantee Agency further agrees that, except in the case of an Emergency as defined above, Cargill Point or Cargill may stop a Grantee Agency from performing some or all activities authorized by this Agreement on the Cargill Point Property or the Cargill Property and/or limit access to either property to any person in the event of a Grantee

Agency's material breach of this Agreement, including the material breach of the requirements of this Section 6, unless and until such material breach has been cured. Notwithstanding anything to the contrary in this Agreement, a Grantee Agency will not permit access to any third party (i.e., other than a Grantee Agency's employees and/or authorized agents, contractors and subcontractors as necessary in connection with activities authorized by this Agreement) to the Cargill Point Property or Cargill Property, except as otherwise agreed to in writing by Cargill Point or Cargill, respectively. Cargill Point and/or Cargill may establish and impose rules and regulations for the use of the Cargill Point Property or Cargill Property for vehicular and/or pedestrian access from time to time which are reasonably acceptable to Grantee Agencies, including signage, traffic controls and checkpoints, to confirm such use is only for the purposes granted in this Agreement and to prevent use of the Cargill Point Property or Cargill Property by unauthorized Parties. The terms of this Section 6 are collectively referred to in this Agreement as the "**Access Protocols**."

7. Disclaimer. Each Grantee Agency agrees that Cargill Point and Cargill will not be responsible for any loss or theft of, or damage to, any parts, equipment or other property stored or left on the Cargill Point Property or the Cargill Property by a Grantee or its respective agents, employees, representatives, contractors and invitees. Each Grantee Agency further agrees that, except as otherwise provided in this Agreement, Cargill Point and Cargill will not be responsible for any loss or injury to life or person suffered by a Grantee Agency, its respective employees, agents, representatives, contractors, guests and invitees while on or about the Cargill Point Property or Cargill Property, AND AGREES THAT ITS ACCESS, USE AND OCCUPANCY OF THE CARGILL POINT PROPERTY AND CARGILL PROPERTY IS ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS. CARGILL POINT AND CARGILL MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE CARGILL POINT PROPERTY OR CARGILL PROPERTY AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE CONDITION OF THE CARGILL POINT PROPERTY OR CARGILL PROPERTY.

8. Grantee Agencies Operations and Maintenance. Each Grantee Agency shall use commercially reasonable efforts to keep and maintain the Drainage Facilities in good working order and in such a manner as to comply with its obligations under this Agreement and applicable permits, laws and approvals, provided that any breach or other discharge of water from the Drainage Facilities onto the Cargill Property or the Cargill Point Property due to the amount of discharged water exceeding the designed capacity of the Drainage Facilities shall not be deemed a failure to keep and maintain the Drainage Facilities in good working order. The Grantee Agencies, and each of them, agree to repair any and all damages to the Drainage Facilities, and to correct any violations of applicable permits, laws and approvals as necessary for these improvements to perform their intended functions and to comply with such applicable permits, laws and approvals, and should a Grantee Agency fail, neglect, or refuse to repair such damage or correct any such violations after sixty (60) days' written notice from Cargill Point or Cargill of such damage, or, if such repairs or violations cannot reasonably be made or corrected within sixty (60) days, then within a reasonable time period, in that event Cargill Point or Cargill, without any obligation to do so, may perform such repairs or correct such violations at the Grantee Agencies' expense, which expense the Grantee Agencies, and each of them, agree to pay to Cargill Point or Cargill, as applicable, upon demand. Notwithstanding the foregoing, the

Parties may enter into a separate agreement or agreements governing operations and maintenance of the Drainage Facilities.

9. Cargill Point and Cargill Operations. Each Grantee Agency understands and acknowledges that Cargill Point and Cargill retain the right to operate, maintain, repair, replace and/or construct facilities related to Cargill Point's and Cargill's operations (the "**Cargill Operations**"), and that nothing in this Agreement shall be interpreted so as to prevent Cargill Point and/or Cargill from conducting Cargill Operations, provided such operations do not materially interfere with the rights granted under this Agreement.

10. Cargill Point and Cargill Property Use. Each Grantee Agency understands and acknowledges that Cargill Point and Cargill retain the right to make any use of the Cargill Point Property and Cargill Property, respectively, provided such use does not materially interfere with a Grantee Agency's use and enjoyment of the rights granted under this Agreement. Each Grantee Agency further acknowledges and agrees that Cargill Point and Cargill, subject to compliance with applicable laws and receipt of necessary permits and entitlements, may construct or cause the construction of new improvements over the Cargill Point Property and Cargill Property, respectively, including roadways for public or private access, bridges and related improvements directly over the Drainage Easement Area, provided such improvements do not directly encroach upon the Drainage Facilities or otherwise materially interfere with the Grantee Agencies' use and enjoyment of the rights granted under this Agreement (collectively, "**New Improvements**").

11. Insurance. Prior to entry upon either the Cargill Point Property or the Cargill Property, each Grantee Agency and each contractor or subcontractor of a Grantee Agency shall provide to Cargill Point and Cargill copies of insurance certificates or other acceptable evidence showing that it maintains the following coverages or any higher amounts as may be required by law or regulation:

Type of Insurance	Limits
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 each occurrence
Commercial General Liability (including Contractual Liability)	Bodily injury and death: $1,000,000 combined single limit Property damage: $1,000,000 combined single limit.
Automobile Liability	$1,000,000 each occurrence
Professional Liability	$1,000,000 each occurrence

The certificates of Commercial General Liability and Professional Liability insurance, if applicable shall provide that Cargill Point and Cargill shall be given not less than thirty (30) days' written notice before cancellation or any material change in the insurance. The insurance coverage shall be written on an occurrence rather than on a claims-made basis, shall be written by carriers with an A.M. Best Rating of A-VIII or better, or provided by self-insurance as authorized by the California Government Code, and shall remain in effect during the term of this

Agreement. Cargill Point and Cargill shall be named as additional insureds on Commercial General Liability insurance or self-insurance coverage required hereunder.

12. Indemnity. Each Grantee Agency agrees to indemnify, defend and hold harmless Cargill Point and its successors, assigns, employees, agents, directors, officers, representatives and affiliates (the "**Cargill Point Parties**") and Cargill and its successors, assigns, employees, agents, directors, representatives and affiliates (the "**Cargill Parties**") from and against any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees) (collectively "**Claims**") for injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of such Grantee Agency, its agents, employees, representatives and contractors; (ii) the use of, occupancy, and/or presence upon the Cargill Point Property or Cargill Property by such Grantee Agency, its agents, employees, representatives and contractors; (iii) the breach by such Grantee Agency of any obligation or covenant contained in this Agreement; and/or (iv) noncompliance by such Grantee Agency with any permit, approval or applicable law in connection with such Grantee Agency's activities under this Agreement, including the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, and similar State of California laws, including the Porter-Cologne Water Quality Control Act and Hazardous Substances Account Act; provided, however, a Grantee Agency shall have no obligation to indemnify any Cargill Point Parties to the extent such Claims arise from the gross negligence or willful misconduct of one or more Cargill Point Parties, and a Grantee Agency shall have no obligation to indemnify any Cargill Parties to the extent such Claims arise from the gross negligence or willful misconduct of one or more Cargill Parties. Each Grantee Agency's obligation under this indemnification provision will survive any termination of this Agreement.

13. Damage to Property. Each Grantee Agency agrees that it will not do nor suffer any waste or damage or injury to either the Cargill Point Property or Cargill Property, and Cargill Point and Cargill each agree that it will not do nor suffer any waste or damage or injury to the Drainage Facilities. Each Grantee Agency agrees that it will make no alternation to either the Cargill Point Property or the Cargill Property except as otherwise expressly permitted in this Agreement or except as otherwise agreed to in writing by Cargill Point or Cargill, respectively.

14. Liens. Each Grantee Agency agrees to keep the Cargill Point Property and Cargill Property free of any and all liens which may be filed against either property due to the actions of (or work performed by) such Grantee Agency. Each Grantee Agency covenants and agrees to hold harmless and indemnify Cargill Point and Cargill from and against any costs, expenses and liabilities from any mechanic's, laborers', materialmen's or other liens, of whatsoever nature, which may be filed against either the Cargill Point Property or the Cargill Property, respectively, during the term of this Agreement due to the actions of (or work performed by) such Grantee Agency, and to discharge any such liens within thirty days of the filing thereof.

15. Agreement Running with the Land; Successors and Assigns. This Agreement, including the Drainage Easement and Drainage Access Easement, will run with the Cargill Point Property and Cargill Property, and the benefits and burdens of this Agreement and the Drainage Easement and Drainage Access Easement will inure to and be binding upon the Parties and their respective heirs, successors and assigns. This Agreement is assignable by a Grantee Agency

provided that Cargill Point and Cargill are provided with thirty (30) days' advance notice of such proposed written assignment, such assignment would not materially increase the surface area of land draining to the Drainage Easement Area, such assignment would not result in public access to the Cargill Point Property or the Cargill Property, and Cargill Point and Cargill approve such assignment in writing, such approval not to be unreasonably withheld, conditioned or delayed.

16. Governance. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of California without regard to its conflicts of laws provision.

17. Absence of Waiver. The failure of a Party hereto at any time or times to require performance of any provision hereof will in no manner affect its right at a later time to enforce the same. No waiver by a Party hereto of the breach of any term or covenant by the other Party hereto contained in this Agreement or in any other such instrument, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.

18. Amendments and Modifications. This Agreement may be amended, superseded, cancelled, renewed, or extended, and its terms or covenants hereof may be waived, only by a written instrument executed by the Parties hereto or in the case of a waiver, by the Party waiving compliance. The Parties reserve the right by mutual written consent to amend, modify, supersede, and cancel this Agreement, or waive the terms or conditions hereof, without the consent of any other third party (natural or otherwise).

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original but together will constitute but one and the same instrument.

20. Mutual Negotiation. This Agreement has been the subject of negotiations by the Parties, and this Agreement will not be construed for or against any Party merely because of such Party's involvement in its initial preparation and negotiation.

21. Government Officials. Cargill Point and Cargill shall be notified at least twenty-four (24) hours before any building, planning, code compliance, or governmental inspector enters either the Cargill Point Property or Cargill Property on behalf of or at the request of a Grantee Agency for any purpose related to this Agreement in order to allow a representative of Cargill Point and Cargill to be present.

22. Reserved.

23. Severability. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment will not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

24. Headings. The section headings and titles in this Agreement are for convenience of reference only. Such headings and titles will not be construed as modifying, limiting or expanding in any manner the terms and provisions of this Agreement.

25. Representations and Warranties.

(a) Of Cargill Point and Cargill. Cargill Point and Cargill each warrant that it has full right and lawful authority to enter into this Agreement, to grant the Drainage Easement and associated Drainage Access Easement, and to undertake and perform its obligations under this Agreement.

(b) Of Grantee Agencies. Each Grantee Agency warrants that it has full right and lawful authority to enter into this Agreement and to undertake and perform its obligations under this Agreement.

26. Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "**Notice**") to be given hereunder shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by electronic mail, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Cargill:
Cargill, Incorporated
7220 Central Avenue
Newark, California 94560
Attention: Ric Notini, Land Resources Manager
Telephone: (510) 790-8182
Email: Ric_Notini@cargill.com

With a copy to:
Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: Michael Skoglund, Senior
Land Lawyer
Telephone: (952) 742-5185
Email: Michael_Skoglund@cargill.com

If to Cargill Point:
Cargill Point, LLC
7220 Central Avenue
Newark, California 94560
Attention: Ric Notini, Land Resources Manager
Telephone: (510) 790-8182
Email: Ric_Notini@cargill.com

With a copy to:	Cargill Point, LLC 15407 McGinty Road West Wayzata, Minnesota 55391 Attention: Senior Land Lawyer Telephone: (952) 742-5185 Email: Michael_Skoglund@cargill.com
If to the County:	County of San Mateo 400 County Center, 1st Floor Redwood City, CA 94063 Attn: Michael C. Callagy, County Manager Telephone: (650) 363-4123 Email: mcallagy@smcgov.org
With a copy to:	San Mateo County Counsel 400 County Center, 6th Floor Redwood City, CA 94063 Attn: Timothy J. Fox, Deputy County Counsel Telephone: (650) 363-4000 Email: tfox@smcgov.org
If to Menlo Park:	City of Menlo Park 701 Laurel Street Menlo Park, CA 94025 Attn: Starla Jerome-Robinson, City Manager Telephone: (650) 330-6610 Email: slrobinson@menlopark.org
With a copy to:	City of Menlo Park 701 Laurel Street Menlo Park, CA 94025 Attn: Nira Doherty, City Attorney Telephone: (415) 755-2600 Email: ndoherty@bwslaw.com
If to the District:	San Mateo County Flood and Sea Level Rise Resiliency District 1700 S. El Camino Real Suite 502 San Mateo, CA 94402 Attn: Len Materman, CEO Telephone: (650) 623-5934 Email: len@oneshoreline.org

With a copy to:	San Mateo County Counsel 400 County Center, 6th Floor Redwood City, CA 94063 Attn: Brian E. Kulich, Lead Deputy County Counsel Telephone: (650) 363-4762 Email: bkulich@smcgov.org
If to Redwood City:	City of Redwood City 1017 Middlefield Road Redwood City, CA 94063 Attn: Melissa Stevenson Diaz, City Manager Telephone: (650) 780-7300 Email: mail@redwoodcity.org
With a copy to:	City of Redwood City 1017 Middlefield Road Redwood City, CA 94063 Attn: Veronica Ramirez, City Attorney Telephone: (650) 780-7200 Email: cityatty@redwoodcity.org

The addresses and addresses, for the purpose of this Section 26, may be changed by giving Notice of such change in the manner herein provided to the other Parties to this Agreement. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

SAN MATEO COUNTY, a body corporate and politic

By: _____

Name: Michael P. Callagy

Title: County Manager

Date: _____

Approved as to Form:

By: _____

Name: Timothy J. Fox

Title: Deputy County Counsel

Date: _____

CARGILL, INCORPORATED, a Delaware corporation

By: _____

Name: Ric Notini

Title: Land Resources Manager

Date: _____

CARGILL POINT, LLC, a Delaware limited liability company

By: _____

Name: Sonya Roberts

Title: President

Date: _____

CITY OF REDWOOD CITY, a charter city and municipal corporation

By: _____

Name: Melissa Stevenson Diaz

Title: City Manager

Date: _____

Approved as to Form:

By: _____

Name: Veronica Ramirez

Title: City Attorney

Date: _____

CITY OF MENLO PARK, a municipal corporation

By: _____

Name: Starla Jerome-Robinson

Title: City Manager

Date: _____

Approved as to Form:

By: _____

Name: Cara E. Silver, Esq.

Date: _____

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district

By: _____

Name: Len Materman

Title: Chief Executive Officer

Date: _____

Approved as to Form:

By: _____

Name: Brian E. Kulich

Title: District Counsel

Date: _____

LIST OF EXHIBITS:

A	Legal Description of Cargill Point Property
B	Legal Description of Cargill Property
C-1	Legal Description of Drainage Easement
C-2	Legal Description of Drainage Access Easement
C-3	Plat to Accompany Legal Description of Drainage Access Easement
D	Map of Drainage Easement Area
E	Cargill Safety Rules and Regulations
F	County Land Draining to Drainage Easement Area

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ _____

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

Exhibit A

Legal Description of Cargill Point Property

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

BEING A PORTION OF LAND CONVEYED BY STAUFFER CHEMICAL COMPANY TO LESLIE SALT CO. BY DEED RECORDED NOVEMBER 26, 1940 IN VOLUME 925, PAGE 374, SAN MATEO COUNTY OFFICIAL RECORDS, TOGETHER WITH A PORTION OF THE LAND CONVEYED TO LESLIE SALT CO. BY REDWOOD CITY HARBOR COMPANY BY DEED RECORDED APRIL 27, 1946 IN VOLUME 1275, PAGE 106, SAN MATEO COUNTY OFFICIAL RECORDS AND A PORTION OF THE LAND DESIGNATED PARCEL SM-4 IN THE CONFIRMATORY PATENT FROM THE STATE OF CALIFORNIA TO LESLIE SALT CO. RECORDED FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 126, SAN MATEO COUNTY OFFICIAL RECORDS AND BEING DESCRIBED AS FOLLOWS:

BEING PARCEL A OF PARCEL MAP 2000-4, FILED FOR RECORD ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, PARCEL B OF PARCEL MAP 2003-04, FILED FOR RECORD ON DECEMBER 03, 2003 IN VOLUME 75 OF PARCEL MAPS, PAGES 37 AND 38, SAN MATEO COUNTY OFFICIAL RECORDS AND A PORTION OF PARCEL 4 OF THAT PARCEL MAP FILED FOR RECORD ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS AND AS SAID PARCELS ARE SHOWN ON THAT RECORD OF SURVEY, R/S NO. 1917, FILED FOR RECORD ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL C OF SAID PARCEL MAP 2000-4, SAID POINT OF BEGINNING ALSO BEING ON THE EASTERLY BOUNDARY OF PARCEL 3, AS DESCRIBED IN THE DEED FROM LESLIE SALT COMPANY TO PACIFIC GAS & ELECTRIC COMPANY, RECORDED IN BOOK 122, PAGE 258, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL CONVEYED BY REDWOOD CITY HARBOR COMPANY TO PACIFIC GAS & ELECTRIC COMPANY BY DEED RECORDED IN BOOK 120, PAGE 333, SAN MATEO COUNTY OFFICIAL RECORDS, SAID EASTERLY BOUNDARY LINES ALSO BEING THE WESTERLY BOUNDARY LINE OF SAID PARCEL A OF SAID PARCEL MAP 2000-4; THENCE ALONG SAID WESTERLY LINE OF PARCEL A, ALONG THE FOLLOWING COURSES:

1. NORTH 02°56'45" EAST 993.73 FEET;
2. NORTH 16°41'35" EAST 744.95 FEET;

3. NORTH 13°24'35" EAST 852.15 FEET;
4. NORTH 17°23'41" EAST 799.55 FEET;
5. NORTH 15°16'57" EAST 161.10 FEET TO THE SOUTHWEST CORNER OF PARCEL B OF SAID PARCEL MAP 2003-04;

THENCE CONTINUING ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARY LINES OF SAID PARCEL B, ALONG THE FOLLOWING COURSES:

1. NORTH 15°16'57" EAST 642.36 FEET;
2. NORTH 18°26'46" EAST 791.29 FEET;
3. NORTH 21°34'57" EAST 1,586.32 FEET;
4. NORTH 25°13'57" EAST 20.59 FEET;
5. SOUTH 67°51'36" EAST 1,571.18 FEET;
6. NORTH 22°08'24" EAST 33.52 FEET;
7. NORTH 64°44'10" EAST 740.34 FEET;
8. NORTH 24°56'35" WEST 1.00 FEET;
9. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 24°56'36" WEST AND A RADIUS OF 546.68 FEET THROUGH A CENTRAL ANGLE OF 62°56'14" FOR AN ARC LENGTH OF 600.51 FEET;
10. SOUTH 86°55'42" WEST 2,515.64 FEET;
11. NORTH 21°05'45" EAST 136.32 FEET;
12. NORTH 02°48'28" WEST 168.76 FEET;
13. NORTH 20°53'50" WEST 117.70 FEET;
14. NORTH 39°48'20" WEST 78.10 FEET;
15. NORTH 53°43'00" WEST 214.60 FEET;
16. NORTH 77°20'04" WEST 143.34 FEET;
17. NORTH 43°08'30" WEST 182.19 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL G (WESTPOINT SLOUGH) DESCRIBED IN DEED FROM LESLIE SALT CO. TO THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 109, SAN MATEO COUNTY OFFICIAL RECORDS; SAID BOUNDARY LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL B; THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL B, ALONG THE FOLLOWING COURSES;

1. SOUTH 68°37'59" EAST 236.80 FEET;
2. NORTH 75°15'24" EAST 117.90 FEET;
3. SOUTH 62°14'29" EAST 300.60 FEET;
4. SOUTH 48°20'36" EAST 206.10 FEET;
5. SOUTH 12°15'14" EAST 226.20 FEET;
6. SOUTH 04°41'09" WEST 122.40 FEET;
7. SOUTH 21°05'45" WEST 211.40 FEET;
8. SOUTH 39°06'23" WEST 220.40 FEET;
9. SOUTH 46°42'22" WEST 166.20 FEET;
10. SOUTH 58°50'27" WEST 201.00 FEET;
11. NORTH 72°01'51" WEST 77.80 FEET;
12. SOUTH 46°53'36" WEST 171.20 FEET;

13. SOUTH 58°12'46" WEST 167.10 FEET;
14. SOUTH 78°32'00" WEST 573.50 FEET;
15. SOUTH 76°51'32" WEST 791.73 FEET;
16. SOUTH 54°53'17" WEST 547.66 FEET;
17. SOUTH 39°36'53" WEST 384.24 FEET;
18. SOUTH 25°48'00" WEST 406.55 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL B;

SAID CORNER ALSO BEING A POINT ON THE EASTERLY LINE OF SAID PARCEL A; SAID EASTERLY LINE ALSO BEING THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL G (WESTPOINT SLOUGH) DESCRIBED IN DEED FROM LESLIE SALT CO. TO THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 109, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL A, ALONG THE FOLLOWING COURSES:

1. SOUTH 25°48'00" WEST 229.89 FEET;
2. SOUTH 16°49'17" EAST 89.84 FEET;
3. SOUTH 14°40'15" WEST 240.85 FEET;
4. SOUTH 59°55'53" WEST 109.77 FEET;
5. NORTH 20°21'12" WEST 66.13 FEET;
6. SOUTH 79°46'40" WEST 61.98 FEET;
7. SOUTH 31°27'51" WEST 78.55 FEET;
8. SOUTH 20°00'20" EAST 219.23 FEET;
9. SOUTH 88°17'43" EAST 168.07 FEET;
10. SOUTH 42°06'44" EAST 238.60 FEET;
11. SOUTH 09°14'08" WEST 124.62 FEET; .
12. SOUTH 33°41'24" EAST 137.01 FEET;
13. SOUTH 02°54'39" WEST 59.08 FEET;
14. SOUTH 44°26'57" EAST 147.08 FEET;
15. SOUTH 62°50'06" EAST 512.53 FEET;
16. NORTH 23°37'45" EAST 384.21 FEET;
17. NORTH 10°22'09" WEST 238.90 FEET;
18. NORTH 63°56'47" WEST 50.09 FEET;
19. SOUTH 62°49'32" WEST 210.20 FEET;
20. NORTH 64°49'56" WEST 91.71 FEET;
21. NORTH 30°19'56" WEST 217.82 FEET;
22. SOUTH 69°36'39" WEST 120.55 FEET;
23. NORTH 31°28'37" WEST 57.45 FEET;
24. NORTH 46°06'06" EAST 147.11 FEET;
25. NORTH 25°04'03" WEST 273.79 FEET;
26. NORTH 04°19'15" EAST 225.64 FEET;
27. NORTH 22°45'54" EAST 364.39 FEET;
28. NORTH 35°05'21" EAST 193.09 FEET;
29. NORTH 53°11'02" EAST 427.20 FEET;
30. NORTH 67°54'13" EAST 252.55 FEET;

31. NORTH 89°32'56" EAST 254.01 FEET;
32. SOUTH 71°27'07" EAST 160.33 FEET;
33. SOUTH 08°07'44" EAST 47.20 FEET;
34. SOUTH 15°05'35" WEST 137.00 FEET;
35. SOUTH 04°01'42" EAST 142.40 FEET;
36. SOUTH 14°20'08" EAST 185.80 FEET;
37. SOUTH 26°44'59" EAST 277.70 FEET;
38. SOUTH 29°28'45" EAST 668.60 FEET;
39. SOUTH 30°45'00" EAST 183.90 FEET;
40. SOUTH 49°03'21" EAST 579.90 FEET;
41. SOUTH 82°19'59" EAST 472.20 FEET;
42. NORTH 86°19'35" EAST 515.10 FEET;
43. NORTH 69°21'23" EAST 459.50 FEET;
44. NORTH 40°34'43" EAST 275.20 FEET;
45. NORTH 55°48'09" EAST 313.10 FEET;
46. NORTH 20°28'49" WEST 88.60 FEET;
47. NORTH 25°06'54" EAST 176.70 FEET;
48. NORTH 82°06'15" EAST 138.30 FEET;
49. NORTH 76°42'41" EAST 204.50 FEET;
50. SOUTH 72°33'26" EAST 347.00 FEET;
51. SOUTH 64°27'15" EAST 150.70 FEET;
52. SOUTH 67°49'47" EAST 490.30 FEET;
53. SOUTH 63°04'34" EAST 214.20 FEET;
54. SOUTH 83°00'03" EAST 275.53 FEET TO A POINT ON THE EASTERLY LINE (QUARTER SECTION LINE) OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN;

SAID QUARTER SECTION LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL A AND SAID QUARTER SECTION LINE ALSO BEING COINCIDENT WITH THE BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID BOUNDARY LINE AND QUARTER SECTION LINE, SOUTH 01°02'25" WEST 1,555.84 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, SOUTH 20°59'35" WEST 39.57 FEET; THENCE SOUTH 09°42'48" EAST 72.38 FEET TO A POINT ON THE ABOVE DESCRIBED QUARTER SECTION LINE; THENCE CONTINUING ALONG SAID QUARTER SECTION LINE AND CITY BOUNDARY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 01°02'25" WEST 408.37 FEET;
2. SOUTH 01°02'25" WEST 2,703.40 FEET;
3. SOUTH 01°03'34" WEST 1,302.58 FEET;

THENCE LEAVING SAID QUARTER SECTION LINE AND CONTINUING ALONG THE CITY BOUNDARY LINE, ALONG THE FOLLOWING COURSES:

1. NORTH 70°08'35" WEST 650.25 FEET;
2. NORTH 71°58'35" WEST 1,158.74 FEET;
3. NORTH 89°14'35" WEST 132.22 FEET;

4. SOUTH 00°45'25" WEST 153.78 FEET TO THE INTERSECTION OF THE BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK AND THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL A, ALONG THE FOLLOWING COURSES:

1. NORTH 87°31'21" WEST 1,837.84 FEET;
2. NORTH 87°49'20" WEST 1,774.93 FEET;
3. NORTH 66°40'20" WEST 316.05 FEET;
4. NORTH 80°37'00" WEST 2,361.63 FEET;
5. NORTH 64°33'11" WEST 1,256.85 FEET;
6. NORTH 20°26'55" EAST 18.00 FEET;
7. NORTH 64°45'00" WEST 370.02 FEET;
8. NORTH 39°12'39" WEST 157.10 FEET;
9. NORTH 66°48'32" WEST 90.03 FEET TO A POINT ON THE EASTERLY LINE OF EAST BAYSHORE ROAD;

THENCE ALONG SAID EASTERLY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 67°40'52" EAST AND A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 43°39'37" FOR AN ARC LENGTH OF 67.06 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL C OF SAID PARCEL MAP 2000-4; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL C, NORTH 31°53'16" WEST 159.26 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 577.46 FEET THROUGH A CENTRAL ANGLE OF 25°46'08" FOR AN ARC LENGTH OF 259.71 FEET TO THE POINT OF BEGINNING.

APN: 054-300-230-7 JPN: 054-30-300-23A AND 054-31-310-15A
054-300-670-4 JPN: 054-30-300-24A
054-310-100-0 JPN: 054-31-310-10A
054-310-120-8 JPN: 054-31-310-12A
054-310-140-6 JPN: 054-31-310-14A
AND 054-310-160-4 JPN: 054-31-310-15A AND 15.01A, 054-30-300-23.01A AND 054-30-300-23.02A

Exhibit B

Legal Description of Cargill Property

The following real property in the County of San Mateo, State of California:

PARCEL ONE:

BEING A PORTION OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET"; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF SAID PARCEL 4, SOUTH 47° 00' 52" EAST 300.78 FEET; THENCE LEAVING SAID EASTERLY LINE OF SAID PARCEL 4, ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 01' 38" WEST 1,257.05 FEET;
2. SOUTH 01° 24' 10" WEST 2,117.30 FEET;
3. SOUTH 14° 05' 12" EAST 417.42 FEET;
4. SOUTH 28° 34' 01" WEST 205.88 FEET;
5. SOUTH 62° 39' 48" WEST 247.90 FEET;
6. SOUTH 27° 20' 12" EAST 60.00 FEET;
7. SOUTH 88° 58' 22" EAST 205.95 FEET;
8. SOUTH 11° 54' 38" WEST 102.72 FEET;
9. NORTH 76° 56' 39" WEST 197.10 FEET;
10. SOUTH 83" 45' 49" WEST 58.06 FEET;

THENCE NORTH 01° 03' 34" EAST 134.44 FEET TO AN EASTERLY CORNER OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. NORTH 01° 03' 34" EAST 1,302.58 FEET;
2. NORTH 01° 02' 25" EAST 2,703.40 FEET;
3. NORTH 01° 02' 25" EAST 408.37 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;

THENCE ALONG SAID EASTERLY LINE, SOUTH 09° 42' 48" EAST 152.82 FEET TO THE POINT OF BEGINNING.

APN: 055-400-510-8 JPN: 055-40-400-40A
055-400-520-7 JPN: 055-40-400-14A AND 14.01A
AND 055-400-590-0 JPN: 055-40-400-40A

PARCEL TWO:

BEING A PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP 2000-4, RECORDED ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, AND AS SHOWN ON RECORD OF SURVEY, R/S NO. 1917, RECORDED ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET";

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID COURSE, NORTH 09° 42' 48" WEST 152.82 FEET TO A POINT ON THE EASTERLY LINE OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 02' 25" WEST 408.37 FEET;
2. SOUTH 01° 02' 25" WEST 2,703.40 FEET;
3. SOUTH 01° 03' 34" WEST 1,302.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 03' 34" WEST 134.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHERLY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 83° 45' 49" WEST 8.55 FEET;
2. NORTH 66° 48' 45" WEST 1,365.24 FEET;
3. NORTH 87° 31' 21" WEST 582.31 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE CITY BOUNDARY LINE BOUNDARY LINE

BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK, ALONG THE FOLLOWING COURSES:

1. NORTH 00° 45' 25" EAST 153.78 FEET;
2. SOUTH 89° 14' 35" EAST 132.22 FEET;
3. SOUTH 71° 58' 35" EAST 1,158.74 FEET;
4. SOUTH 70° 08' 35" EAST 650.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 054-310-060 JPN: 054-031-311-06A

Exhibit C-1

Legal Description of Drainage Easement

(attached)

Parcel 1 -

Commencing at a point in the northerly boundary line of the Rancho de las Pulgas where the same is intersected by the quarter section line running north and south through the middle of Section 22, Township 5 South, Range 3 West, Mt. Diablo Base and Meridian, being the southeast corner of that certain 100 foot strip of land described in deed from Geo. H. Rice, et al., to Spring Valley Water Co., dated Nov. 24, 1905 and recorded June 17, 1907, in Book 127 of Deeds at Page 534, San Mateo County; thence North 107.85 feet and North 68° 00' West 1354.7 feet to the true point of beginning of the parcel described herein. From said true point of beginning South 68° 00' East 936.0 feet along the northerly boundary of said lands heretofore conveyed to Spring Valley Water Co. to a point; thence leaving said boundary on the arc of a curve to the left tangent to last named course with a radius of 130 feet through a central angle of 74° 00', 167.90 feet to a point; thence North 38° 00' East 135 feet to a point in an existing dredged channel; thence along the arc of a 250 foot radius curve to the left tangent to a line bearing South 52° 00' East from the last named point, through a central angle of 153° 50 1/2', 671.26 feet; thence North 4000 feet to a point in Westpoint Slough; thence West 50 feet to a point, thence South 4012.16 feet to a point which is 50 feet distant radially from the last mentioned 250 foot radius curve; thence along the arc of a curve concentric with last mentioned curve, with a radius of 200 feet through a central angle of 156° 57', 547.86 feet; thence North 52° West 50 feet; thence South 38° 00' West 185 feet to a point; thence along a curve to the right tangent to last named course

with a radius of 80 feet through a central angle of 74° 00', 103.32 feet to a point; thence North 68° 00' West 945.2 feet; thence North 88° 45' West 4104.0 feet; thence North 74° 00' West 820.62 feet; thence South 6° 15' West 97.80 feet to the lands of Pacific Gas and Electric Co.; thence South 81° 55 1/2' East 400 feet and South 67° 37 1/4' East 316.2 feet along the lands of Pacific Gas and Electric Co. to northerly boundary of aforementioned Spring Valley 100' strip; thence along the northerly boundary of said Spring Valley 100' strip, South 88° 45' East 4204.0 feet to the true point of beginning.

Parcel 2 -

A strip of land 15 feet in width measured 7.5 feet at right angles on each side of the following described line:

Beginning at a point in the northeasterly line of the parcel designated as "Road", distant thereon North 81 degrees 17 minutes West, 42.37 feet from the most northerly corner of Lot 1, Block 2, as said Road, Lot and Block are shown on that certain map of the Friend Industrial Tract, filed for record December 31, 1940 in Book 23 of Maps at page 33, San Mateo County Records.

Thence from said point of beginning, North 10 degrees 31 minutes 45 seconds West, 10.59 feet to a point in the northerly line of the lands of Leslie Salt Company.

Exhibit C-2

Legal Description of Drainage Access Easement

(attached)

EXHIBIT C-2
LEGAL DESCRIPTION
FOR
ACCESS EASEMENT
SAN MATEO COUNTY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF CARGILL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS VOLUME 32 LLS PAGES 13, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF THE RANCHO DE LAS PULGAS WHERE THE SAME IS INTERSECTED BY THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MT. DIABLO BASE AND MERIDIAN, BEING SOUTHEAST CORNER OF THAT CERTAIN 100 FOOT STRIP OF LAND DESCRIBED IN DEED FROM GEO. H. RICE, AT AL., TO SPRING VALLEY WATER CO.; DATED NOV. 24, 1905 AND RECORDED JUNE 17, 1907, IN BOOK 127 OF DEEDS AT PAGE 534, SAN MATEO COUNTY; THENCE ALONG SAID SECTION LINE NORTH 00˚59’58” EAST, A DISTANCE OF 106.04 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 66˚48’45” WEST, A DISTANCE OF 375.37 FEET; THENCE NORTH 23˚11’15” EAST, A DISTANCE OF 3.80 FEET TO THE EASEMENT DESCRIBED IN VOLUME 2264 AT PAGE 130, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EASEMENT ALONG A CURVE TO THE LEFT, HAVING A RADIAL BEARING OF NORTH 23˚07’25” EAST, WITH RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 73˚42’16”, AND AN ARC LENGTH OF 167.23 FEET TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID CURVE WITH RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 00˚17’44”, AND AN ARC LENGTH OF 0.67 FEET; THENCE NORTH 39˚07’25” EAST, A DISTANCE OF 17.44 FEET; THENCE LEAVING SAID EASEMENT, SOUTH 70˚08’35” EAST, A DISTANCE OF 15.77 FEET; THENCE SOUTH 61˚43’07” EAST, A DISTANCE OF 142.23 FEET; THENCE SOUTH 34˚41’28” WEST, A DISTANCE OF 20.13 FEET; THENCE NORTH 61˚45’14” WEST, A DISTANCE OF 159.00 FEET TO THE **TRUE POINT OF BEGINNING.**

SEE EXHIBIT “C-3” TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

Area: 3154 SQ FT

THIS LEGAL DESCRIPTION AND PLAT TO ACCOMPANY HAVE BEEN PREPARED BY ME, OR UNDER MY DIRECTION:

John T. May

JOHN T. MAY
LICENSED LAND SURVEYOR No. 8570
(EXP. 03/31/21)
STATE OF CALIFORNIA

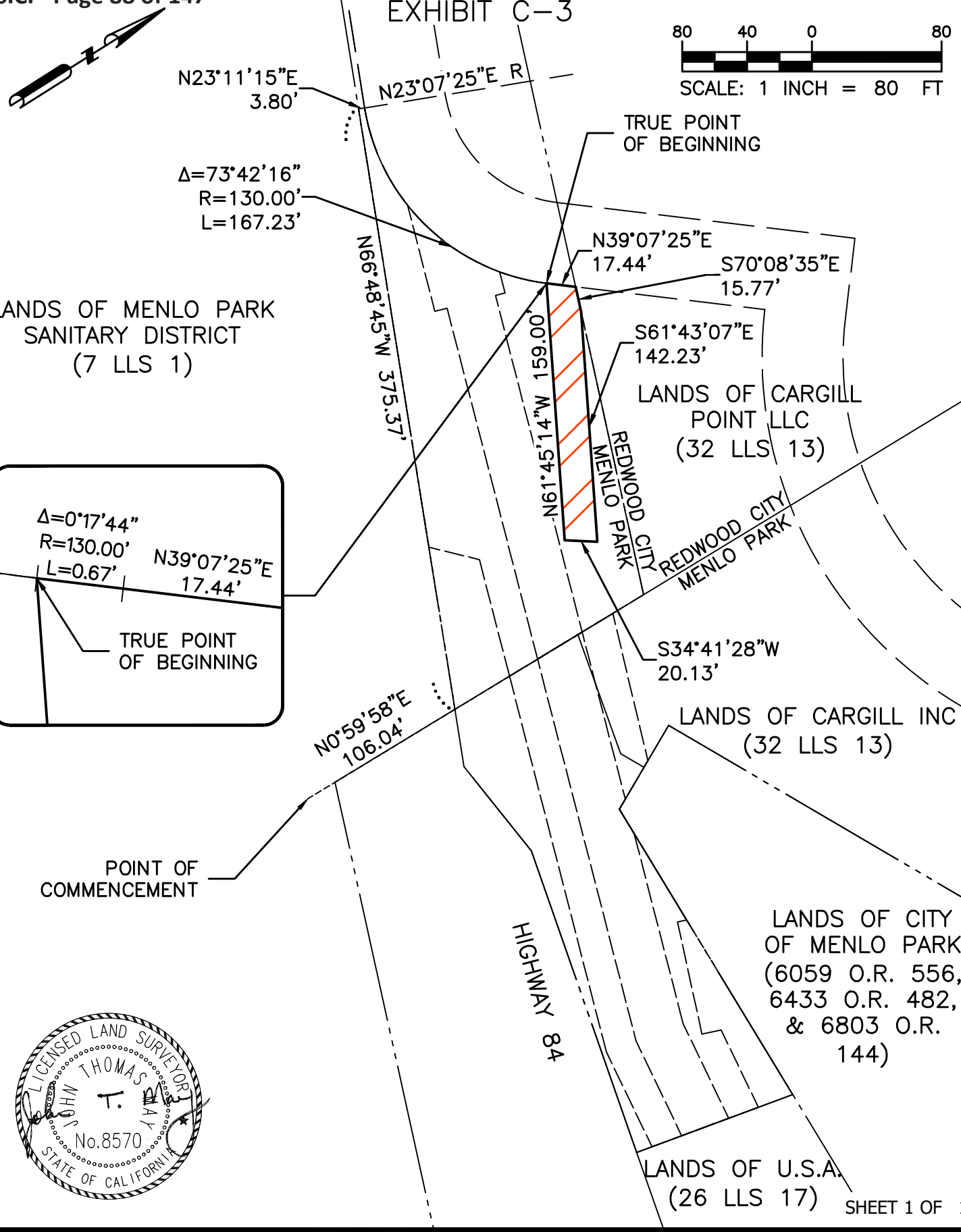
2/11/2021
DATE

Exhibit C-3

Plat to Accompany Legal Description of Drainage Access Easement

(attached)

EXHIBIT C–3



LICENSED LAND SURVEYOR
JOHN THOMAS MAY
No.8570
STATE OF CALIFORNIA

SHEET 1 OF 1

1" = 80'	Plat to Accompany Legal Description San Mateo County, California Access Easement	
February 8, 2021		

Exhibit D

Map of Drainage Easement Area

(attached)

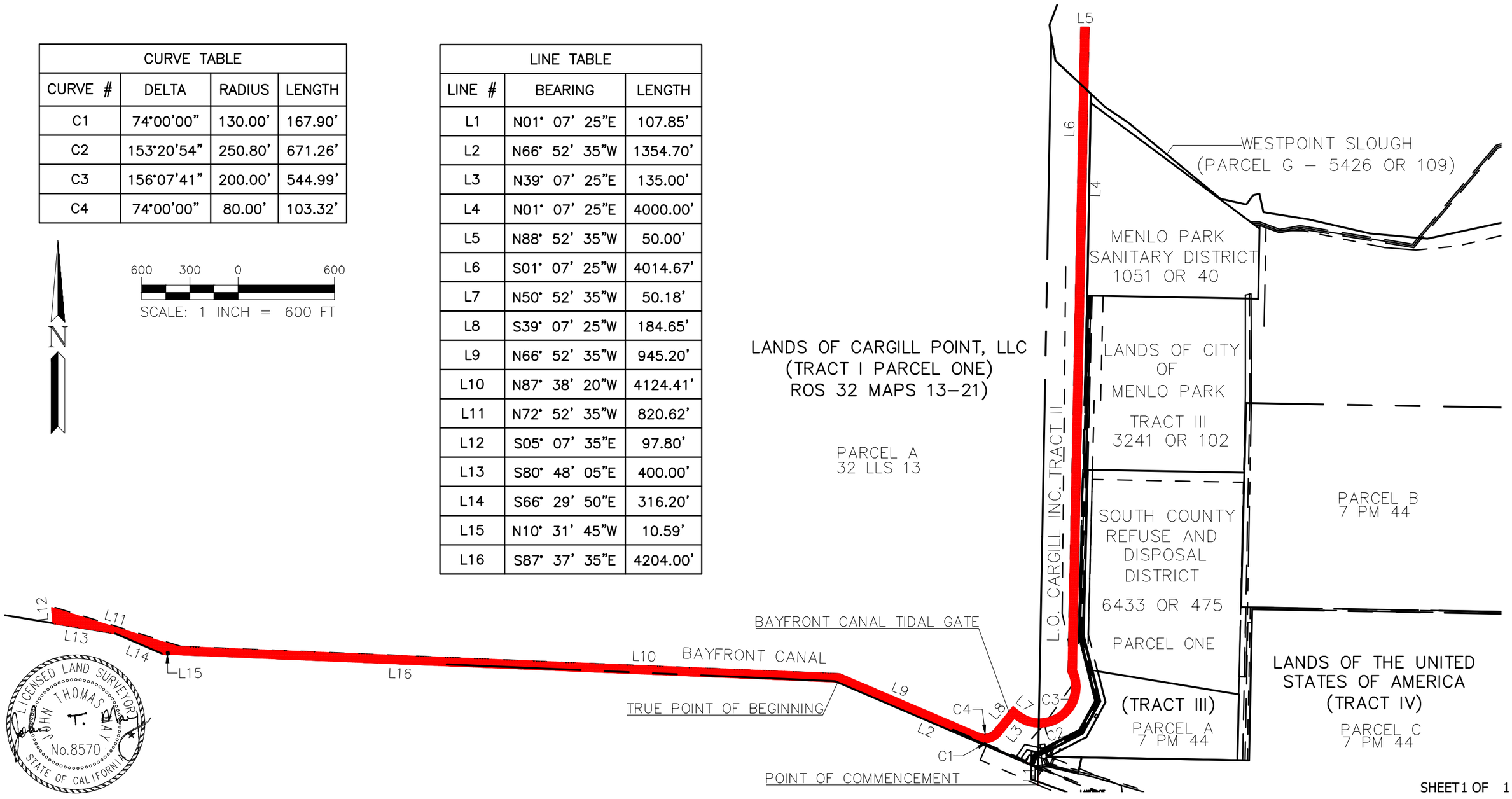
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	74°00'00"	130.00'	167.90'
C2	153°20'54"	250.80'	671.26'
C3	156°07'41"	200.00'	544.99'
C4	74°00'00"	80.00'	103.32'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N01° 07' 25"E	107.85'
L2	N66° 52' 35"W	1354.70'
L3	N39° 07' 25"E	135.00'
L4	N01° 07' 25"E	4000.00'
L5	N88° 52' 35"W	50.00'
L6	S01° 07' 25"W	4014.67'
L7	N50° 52' 35"W	50.18'
L8	S39° 07' 25"W	184.65'
L9	N66° 52' 35"W	945.20'
L10	N87° 38' 20"W	4124.41'
L11	N72° 52' 35"W	820.62'
L12	S05° 07' 35"E	97.80'
L13	S80° 48' 05"E	400.00'
L14	S66° 29' 50"E	316.20'
L15	N10° 31' 45"W	10.59'
L16	S87° 37' 35"E	4204.00'

N

600 300 0 600

SCALE: 1 INCH = 600 FT



SHEET1 OF 1

TOWILL | Surveying, Mapping and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

PREPARED FOR:

SAN MATEO COUNTY
FLOOD AND SEA LEVEL
RISE RESILIENCY DISTRICT

1952 DEED EASEMENT (BK 2264 PG 130),
WITH BOUNDARY BASE MAP

SCALE	1" = 600'
DATE SURVEYED	09/03/2020
P.M.	JTM
CALCULATED	DAM
DRAWN	DAM
CHECKED	JTM

ISSUE DATE
09/03/2020

JOB NUMBER
16605

Exhibit E

Cargill Safety Rules and Regulations

(attached)

CONTRACTOR EMPLOYEE INFO

Date:_____
Contractor Company Name: _____
Contract Employee Name: _____

PURPOSE

These guidelines are intended as general guidance for contractor and subcontractor activities concerning safety performance while performing work on Cargill Salt property. Contractors, subcontractors, and their employees and agents (hereafter referred to collectively as "contractors") will be required to meet all applicable local, state, and federal laws and regulations which will take precedence over these guidelines in event of a conflict, unless the Cargill guideline is more restrictive.

The contractor employee shall place his/her initials on each line item, as they are reviewed. A copy of the entire document shall be offered to the contractor for reference of Cargill guidelines.

CONTRACTOR RESPONSIBILITIES

1. To ensure that contractor/subcontractor employees and agents on Cargill property are familiar with and follow all guidelines set forth in this document. Each contractor personnel is required to review and understand this checklist their first time on site and annually thereafter.
2. To ensure that all employees and agents of contractors are physically able and properly trained to perform their duties.
3. The contractor supervisor's responsibility to know these rules and ensure they are followed by his/her employees.
4. The contractor is responsible for the safety and conduct of their employees.
5. To report all incidents and hazardous conditions to Cargill immediately. All incidents are to be investigated by the contractor within 24 hours and a copy of the investigation report to be given to Cargill within 48 hours.
6. To maintain and furnish to each of their employees all personal protective equipment required.
7. Stop and consult with Cargill if the nature of the job deviates from original scope, before proceeding.

Non-compliance of any of these rules may result in the removal from company premises.

CONTRACTOR SAFETY RULES AND PROCEDURES

____1. Before beginning any work, each day a pre-job hazard assessment (PJHA) and discussion is recommended with all personnel performing the work.

____2. All contractors must wear hard hats, safety shoes that meet ASTM F 2412-05 and 2413-05 standards, gloves appropriate to the work, safety glasses that meet ANSI Z87.1-2003, long pants and sleeved shirts whenever they are on Cargill property. Hearing protection must be worn in posted areas. Without the proper PPE contractors will not be allowed to work. Knee and body pad use is encouraged to prevent contact stress injuries. Face shields in addition to safety glasses or goggles are required for grinding, blowing with compressed air, and any operation where there is a risk of being struck in the face. Gloves must be worn at all times,

unless job function prohibits or creates a greater risk.

____3. If you discover a fire, immediately call 911 and notify Cargill.

____4. If a contractor employee is injured and requires medical attention, immediately call 911.

____5. Prior to performing any work, contractors must provide a complete list of ALL chemicals or substances they will bring on site and provide an SDS if requested by Cargill. All chemicals should be placed on or within secondary containment.

____6. Any spills of fuel, oil, solvent, brine, chemicals, or any other pollutant must be contained and reported to Cargill immediately. The contractor will be required to participate in the incident investigation and the physical clean-up and will be required to bear the costs of clean-up and proper disposal.

____7. Cargill's buildings and grounds may contain both Lead and Asbestos materials. Only approved and licensed Contractors may disturb Lead and/or Asbestos.

____8. No individual shall lift a weight greater than 60 pounds. If an object weighing more than 60 pounds must be lifted, multiple people will be used or mechanical lifting such as a forklift or crane will be used. If the object is less than 60 lbs. but is awkward for a single person, multiple people or mechanical lifting should be used.

____9. All Cal/OSHA regulations regarding welding and hot work must be followed, including proper eye, face, hand, body, and respiratory protection. Contractors must supply their own fire extinguishers when a fire watch is required. Fire watch must be performed by someone other than the person performing the hot work. After the hot work is completed, a Fire Watch is maintained for 60 minutes.

____10. Underground survey is required prior to core drilling, boring, or trenching work.

____11. Fall protection is required for all work performed at or above **4 feet** (this applies to the individual's feet being greater than 4 ft from the ground). Contractors shall provide all fall protection training and equipment for their employees. Contractors are not allowed to go on any building roof without approval from Cargill and completion of Roofing Checklist. If an individual is within 10 feet from the edge of the roof, fall restraint must be used. Tools and materials cannot be stored within 15 feet of edge. Fall protection must be used in the following scenarios: stepping on a ladder within 6 feet of the guardrail, or leading edge, and any time when 3 points of contact cannot be maintained.

____12. Aerial lift (boom and scissor lifts) operators must be trained. Daily equipment inspections must be performed and available for review. The use of fall protection harnesses and fixed length lanyards or aerial lift designed SRL's are required when working from all aerial lifts. Aerial lifts may not be used as cranes to lift materials. Operators may not stand on lift railings or any other object other than the floor of the basket on a lift.

____13. Contractors are to use proper ladders or scaffolding for the task. Ladders must be inspected prior to every use and must be used in the correct manner. Example, A frame ladders need to be opened and locked and not used as an extension ladder. Scaffold users must have proof of proper training before utilizing scaffolding. Climbing on piping, equipment or structural steel is not allowed.

____14. All scaffolds with a ladder run > 10' without the ability to exit onto a platform, or within 6' of a hand rail or leading edge requires fall protection while ascending/descending the scaffold.

The lanyard on an SRL must be fully retracted when not in use.

____15. Portable tools, equipment, and extension cords MUST be plugged into a portable GFCI. Regardless if the outlet is GFCI protected, the portable GFCI must still be used in conjunction with the portable tool. If an extension cord is being used, the portable GFCI must be placed before the extension cord. The portable GFCI should be tested prior to use.

____16. No contractor is allowed to start or stop any equipment, change process flows, or cut pipes or conduits without prior approval from Cargill.

____17. Face shield must be used over safety glasses while using compressed air. NEVER use compressed air to blow debris or dirt from your body or cloths.

____18. The contractor is expected to keep work areas clean and orderly on a daily basis.

____19. Contractors will be required to furnish all tools needed for the job being performed.

____20. Contractor employees may not be in possession of or under the influence of any mood altering substance as detailed in the policy.

____21. Warning of corrosive conditions: This facility is a salt production facility. Under certain conditions salt can cause corrosion to your equipment. Contractors should take appropriate measures to protect their equipment to minimize salt-induced corrosion. By signing this form contractors acknowledge that they shall be solely responsible for any damage to equipment caused by salt. Contractors shall also notify all subcontractors of the possibility of salt-induced corrosion prior to the beginning of work.

____22. Some endangered or otherwise protected species and associated habitat may be present on Cargill property. Do not disturb wildlife. For example, when driving, be constantly alert for marked and unmarked Snowy Plover nest sites. Immediately report all unmarked Snowy Plover nest sites to Cargill..

____23. Smoking is only allowed in designated smoking areas in the facility. There is NO smoking in vehicles or in the yard. Use of tobacco products such as E-Cigarettes, Vaping and chewing of tobacco also fall under smoking requirements.

____24. Pickleweed or other vegetation must not be disturbed when working on levees, or near sloughs or marshes without prior approval from Cargill.. If mud, rock or other debris inadvertently comes in contact with marsh vegetation, contact Cargill immediately.

____25. Cellular phones cannot be used by a driver when their vehicle or equipment, is in motion regardless of the use of hands-free devices. They must come to a complete stop and take the vehicle out of gear.

____26. Seat belts must be worn at all times on all moving equipment which comes with seatbelts.

____27. Do not sit or lay under heavy equipment when it is not in use.

____28. Compressed gas cylinders must be capped, upright, and properly secured. When being transported, gas cylinders should have the regulator off and the caps on.

____29. Firearms or weapons are not permitted on Cargill Property -- even in personal vehicles or even if you have a permit to carry.

____30. Knife safety - The use of exposed fixed blade and utility knives is prohibited. Only safety cutting tools with shielded blades may be used.

____31. Life jackets must be worn when working on boats or on docks or wooden structures without railings where there is a risk of falling into water.

____32. Contractors must comply with all Covid-19 related requirements applicable to the work.

Contractor Critical Behavior Inventory

_____ 1.1 PREJOB INSPECTION AND PLANNING. It is not enough to identify hazards; we also have to decide how to eliminate identified hazards before starting the job.

_____ 1.2 COMMUNICATION. Considered safe when all workers involved have been notified of any work to be done, and signs or signals are understood by all.

_____ 1.3 BARRIERS AND GUARDS. Open holes are not left unattended, appropriate fencing or hazard tape is placed around the work area, removal of guarding is conducted after de-energizing of hazardous energy, and guarding is reinstalled after the work is complete.

_____ 2.1 LOCKOUT/TAGOUT. Considered safe when all energy sources have been eliminated and verified.

_____ 2.3 ELEVATED WORK. Considered safe when all workers working at a height greater than 4-feet are fully protected from a fall. When the individual is working below 4 feet, the individual maintains three point contact at all times if using a ladder and not tied off. If the individual is working above four feet on a ladder, the individual must be tied off AND the ladder must be tied to something structurally secure

_____ 2.4 EYES ON PATH. Considered safe when worker always looks where they are going, making sure that they avoid or clear away objects in their path that would cause them to trip, fall, or run into something or someone.

_____ 2.5 EYES & MIND ON TASK. Keeps eyes on task, especially when working near pinch points or moving equipment. Does not allow distractions while equipment is running.

_____ 2.6 ASCENDING/DESCENDING. Exercise caution and utilizes handrails when ascending or descending stairs, ladders, ramps and vehicles. Items carried do not prevent person from maintaining contact with structure.

_____ 2.7 ASSISTANCE. Considered safe when physical, verbal, or mechanical assistance is used to complete a task.

_____ 2.8 LINE OF FIRE. Understanding proper body location in reference to possible falling, flying or energy releasing equipment.

_____2.9 BALANCE, TRACTION AND GRIP. Considered safe when the risks of a fall, slip, or trip have been reduced.

_____3.1 HOUSEKEEPING. Considered safe when the work area is in a clean, organized condition – continually, not just on occasion.

_____3.2 EXTREME TEMPERATURE. Considered safe when a worker takes adequate precautions to avoid extreme heat or extreme cold, such as working in >80°F or <40°F temperatures.

_____3.3 OFFICE SAFETY. Considered safe when employees are performing office tasks hazard free.

_____4.1 TOOLS, EQUIPMENT SELECTION AND USE. Considered safe when tools and equipment being used fit the task and are in good condition.

_____4.2 PERSONAL PROTECTIVE EQUIPMENT. Considered safe when personal protective equipment is used to effectively defend against work place hazards.

_____4.3 VEHICLE OPERATION. Considered safe when authorized operators have been trained, they follow

operational procedures, the equipment is in good repair, and the operator is alert and cautious. Seat belts are worn.

_____5.1 AWKWARD WRIST/ARM POSTURE. This behavior is considered safe when the worker maintains the wrist in a neutral position, such as the handshake position.

_____5.2 AWKWARD BACK POSTURE. This behavior is considered safe when the workers maintain the neutral "S" curve of the back. Use good lifting techniques by bending at the knees, lifting with legs, avoid twisting and keep the load close to the body.

_____5.3 AWKWARD HEAD/NECK POSTURE. This behavior is considered safe when the worker ensures the head is facing forward and in a neutral position.

_____5.4 OVER-EXERTION. This behavior is considered safe when arms and feet are anchored in a strength position and not stretched out or over-extended. Such as pulling down on a 36" pipe wrench.

_____5.5 REPETITIVE/STATIC MOTION. This behavior is considered safe when a worker frequently returns their body to the neutral position. Such as opening a valve using a wrench or standing by a machine for an extended period, worker takes repeated rests.

_____5.6 CONTACT STRESS. This behavior is considered safe when the worker avoids prolonged resting, pressing, or bracing against hard edges or surfaces. Such as leaning on piping to open a flange.

_____5.7 LIFTING. This behavior is considered safe when the worker uses correct lifting techniques to minimize stress on their back.

_____5.8 COMPUTER USE. Considered safe when worker has properly adjusted their workstation to fit themselves, and regularly takes mini-breaks, stretches, and/or occasionally changes position.

I have read and understood the above guidelines and agree to follow them..

A copy of the entire document shall be offered to the contractor for reference of Cargill requirements.

PLEASE PRINT CLEARLY

Contractor Company Name: _____

Contractor Employee Signature: _____ Date: _____

Employee Name (Please Print): _____

Exhibit F

County Land Draining to Drainage Easement Area

(attached)

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	74°00'00"	130.000'	167.901'
C2	153°20'54"	250.802'	671.255'
C3	156°07'41"	200.000'	544.990'
C4	74°00'00"	80.000'	103.323'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N01° 07' 25"E	107.85'
L2	N66° 52' 35"W	1354.70'
L3	N39° 07' 25"E	135.00'
L4	N01° 07' 25"E	4000.00'
L5	N88° 52' 35"W	50.00'
L6	S01° 07' 25"W	4014.67'
L7	N50° 52' 35"W	50.18'
L8	S39° 07' 25"W	184.65'
L9	N66° 52' 35"W	945.20'
L10	N87° 38' 20"W	4124.41'
L11	N72° 52' 35"W	820.62'
L12	S05° 07' 35"E	97.80'
L13	S80° 48' 05"E	400.00'
L14	S66° 29' 50"E	316.20'
L15	N10° 31' 45"W	10.59'
L16	S87° 37' 35"E	4204.00'

600 300 0 600

SCALE: 1 INCH = 600 FT

N

WESTPOINT SLOUGH
(PARCEL G – 5426 OR 109)

MENLO PARK SANITARY DISTRICT
1051 OR 40

LANDS OF CARGILL POINT, LLC
(TRACT I PARCEL ONE)
ROS 32 MAPS 13–21)

PARCEL A
32 LLS 13

L.O. CARGILL INC TRACT II

LANDS OF CITY OF MENLO PARK
TRACT III
3241 OR 102

PARCEL B
7 PM 44

SOUTH COUNTY REFUSE AND DISPOSAL DISTRICT
6433 OR 475
PARCEL ONE

LANDS OF THE UNITED STATES OF AMERICA
(TRACT IV)
PARCEL C
7 PM 44

(TRACT III)
PARCEL A
7 PM 44

TRUE POINT OF BEGINNING

POINT OF COMMENCEMENT

Uninc. San Mateo County

© 2020 Microsoft Corporation © 2020 Maxar ©CNES (2020) Distribution Airbus DS

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT ("**Agreement**"), made and entered into this __th day of _____, 2021 (the "**Effective Date**"), by and between CARGILL, INCORPORATED, a Delaware corporation, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("**Cargill**"), CARGILL POINT, LLC, a Delaware limited liability company, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391 ("**Cargill Point**"), and the SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district, with a principal place of business at 1700 South El Camino Real, Suite 502, San Mateo, California 94402 ("**District**") (Cargill, Cargill Point and the District are referred to herein collectively at times as the "**Parties**" or, individually, as a "**Party**"):

Recitals

A. Cargill is the fee owner of certain real property located within the City of Menlo Park, California, as described in **Exhibit "A"** attached hereto (the "**Cargill Menlo Park Property**") and as described in **Exhibit "B"** attached hereto (the "**Cargill Pipeline Property**") (the Cargill Menlo Park Property and Cargill Pipeline Property are together referred to herein as the "**Cargill Property**").

B. Cargill Point is the fee owner of certain real property located within the City of Redwood City, California, as described in **Exhibit "C"** attached hereto (the "**Cargill Point Property**").

C. In 1959, the County of San Mateo (the "**County**") created and formed the San Mateo County Flood Control District (the "**Flood District**") to provide for the construction and operation and maintenance of flood control facilities within San Mateo County.

D. Pursuant to Assembly Bill No. 825 (2019), the Flood District was renamed as the District, its powers were expanded to include addressing and protecting against the impacts of sea level rise, and, effective January 1, 2020, an independent Board of Directors replaced the County's Board of Supervisors as its governing board.

E. Cargill has separately agreed to grant the District, the County of San Mateo, the City of Redwood City, and the City of Menlo Park (collectively, the **"Agencies"**) permanent easement rights for the maintenance, operation, construction, repair, improvement, and replacement of certain improvements over, along, under and through the Cargill Property for the conveyance of storm water drainage and vehicular access, on existing roadways, and pedestrian access on the Cargill Property (the **"Permanent Easement"**).

F. The Agencies have entered into a Memorandum of Understanding regarding construction and operation of the Bayfront Canal Project, as defined below in Paragraph 2.

G. Cargill and Cargill Point acknowledge their respective rights to compensation for the conveyance of the rights granted by this Agreement and for the separately conveyed rights granted by the Permanent Easement, and hereby waive any and all compensation in its entirety in

consideration for the contemporaneous recordation of the Restated and Amended Easement Agreement, which provides for the ongoing operation and maintenance of storm drainage facilities constructed pursuant to the easement recorded on July 9, 1952 as Instrument No. 14909-K in Book 2264, Page 130 of the Official Records of San Mateo County.

H. Cargill, Cargill Point and the District wish to enter into this Agreement to provide for the construction, operation and maintenance of new stormwater drainage improvements as provided herein.

Now, therefore, for good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Incorporation of Recitals. Recitals A through H are incorporated by this reference and made part of this Agreement.

2. Culvert Temporary Construction Easement. Cargill and Cargill Point hereby grant a non-exclusive, temporary easement to the District over, along, under and through the Cargill Property and the Cargill Point Property, respectively, in those areas depicted in **Exhibit "D-1"** with cross-hatching as a **"Temporary Construction Easement"** (the "**TCE Area**") for: (i) the construction of two parallel, 8 foot by 5 foot underground box culverts, a "**Lateral Weir Diversion Structure**,"a trash rack and service grate, a sump pump with 6-inch drain line to Flood Slough, access shafts to the box culverts, an outlet structure with headwall and riprap adjacent to the South Bay Salt Pond S5 Forebay ("**SBSP**"), and associated drainage connections for stormwater drainage and conveyance purposes (the "**Box Culvert Improvements**"), (ii) grading and excavation of the SBSP to increase storm drainage capacity, (iii) the fill of certain "**Cargill Brine Ditches"**, and (iv) the removal of the "**Belle Haven Donut – Siphon Pipeline"** all as depicted in **Exhibit "D-2"** attached hereto and as described in further detail in Chapter 2 of the Bayfront Canal and Atherton Channel Flood Management and Restoration Project prepared for the Flood District by Horizon Water and Environment dated July 2019, including Figures 2-4 through 2-8 (the "**IS/MND**") (collectively, the "**Bayfront Canal Project**"), along with vehicular and pedestrian access for such construction (collectively, the "**TCE**"). Prior to the fill of the Cargill Brine Ditches and removal of the Bell Haven Donut – Siphon Pipeline, the District shall provide Cargill and Cargill Point with a written scope of work and specifications for such work for review and approval by Cargill and Cargill Point, such approval not to unreasonably withheld, conditioned or delayed, and evidence that all applicable permits and approvals for such work have been obtained by the District. The District shall be solely responsible for all costs, permits, and approvals, if any, and compliance with applicable laws that may be associated with the exercise of rights and obligations granted pursuant to the TCE, and shall exercise commercially reasonable efforts to complete the construction of the Bayfront Canal Project. All access pursuant to the TCE shall comply with the **"Access Protocols"** set forth in Section 4 below. Cargill and Cargill Point retain the right to make any use of the Cargill Property or Cargill Point Property, respectively, or take other actions that do not unreasonably interfere with the District's use and enjoyment of the rights granted under this TCE.

3. Protection of Cargill Facilities and Existing Easements. In connection with the construction and related work or other activities authorized by the TCE ("**Work**"), the District shall exercise, and shall cause its contractors to exercise, all necessary steps and precautions to protect in place certain Cargill and Cargill Point facilities currently in place within the TCE Area and labeled and depicted on **Exhibit "D-2"** hereto, including the "**Belle Haven Pump Station**," existing water and electric service lines to the Belle Haven Pump Station, the "**Belle Haven Outfall Pipe**," the "**TransBay Pipeline**," which lies, at times, above-ground or underground within the Cargill Menlo Park Property, the Cargill Point Property and the Cargill Pipeline Property, the "**Belle Haven Brine Channels**," and related "**Cargill Pipes**" (collectively, the "**Cargill Facilities**"). Further, the District understands and acknowledges that the rights granted in this Agreement are subject to, and shall not unduly burden or interfere with those existing easements within the Cargill Property and Cargill Point Property as depicted on **Exhibit "D-2"** attached hereto, as set forth in that certain Preliminary Report dated December 17, 2020, or otherwise existing on record (the "**Existing Easements**"), and that the District shall exercise, and shall cause its contractors to exercise, all necessary steps and precautions to protect in place any existing facilities or other infrastructure in place under the Existing Easements. Prior to initiating the Work, the District shall provide Cargill and Cargill Point with a description of the means and methods proposed by the District's contractor's for Cargill's and Cargill Point's review and approval in writing, such approval not to unreasonably be withheld, conditioned or delayed, for the protection of the Cargill Facilities and Existing Easements. If such proposed Work includes construction or other invasive activity that may physically impact the TransBay Pipeline ("**Invasive Activity**"), the District shall direct its contractors to identify and mark the location of the TransBay Pipeline in the field in order to prevent damage to the TransBay Pipeline during any such construction or other Invasive Activity, to the extent that Cargill has not already marked the location of the Transbay Pipeline, and Cargill shall cooperate in good faith with the District to locate the TransBay Pipeline. Further, to the extent any Work would potentially interfere with Existing Easements and related infrastructure and access rights, the District shall provide temporary, alternative facilities, for infrastructure, or temporary detours, for any access easements impacted by the Work, which are suitable in writing to the grantee(s) of such Existing Easements, with written evidence of same to be provided to Cargill and Cargill Point prior to the initiation of any such Work. Any damage or material disruption to Cargill Facilities or Existing Easements arising from the construction of the Bayfront Canal Project or other Invasive Activities undertaken by the District shall be repaired and/or corrected promptly at the District's sole expense. Cargill shall have the right to approve the source of any proposed fill for the Cargill Property as part of the Bayfront Canal Project, including evidence that the proposed source of fill complies with all applicable regulatory requirements and laws. The District shall keep Cargill and Cargill Point reasonably informed on the progress of the activities authorized by the TCE, including periodic written status reports as requested by Cargill and/or Cargill Point. At the conclusion of the activities authorized by the TCE, the District shall: (i) remove all equipment, tools or other property brought onto the Cargill Property and Cargill Point Property, except for the Box Culvert Improvements and any other improvements authorized by this TCE and (ii) restore the Cargill Property and Cargill Point Property to their original condition, except to the extent that the Cargill Property and Cargill Point Propert are altered as a result of the permanent improvements authorized by the TCE.

4. Access Protocols. The District agrees to provide written notice to Cargill and to Cargill Point for access to the Cargill Property or Cargill Point Property at least five (5) days

prior to accessing either property to initiate any activities authorized by this Agreement; provided, however, that in the event the District requests access to the Cargill Property or Cargill Point Property in order to perform emergency operations, maintenance and/or repairs, as reasonably determined by the District ("**Emergency**"), the District shall provide the designated contacts for Cargill and Cargill Point with immediate notice by phone, followed by written notice within twenty-four (24) hours thereafter. Access to the Cargill Property and Cargill Point Property will be permitted only during normal business hours or as otherwise agreed in writing between the Parties, or except in the event of an Emergency as described above, and will not unreasonably interfere with Cargill operations and Cargill Point Operations at the Cargill Property and Cargill Point Property, respectively. The District agrees to provide Cargill and Cargill Point with a copy of all information, analytical results, final reports and data resulting from activities authorized by this Agreement upon written request, provided, however, that a Grantee Agency may withhold any requested records which are subject to the attorney-client privilege and/or attorney work product doctrine. The District agrees that it and its employees, agents, licensees, invitees, and contractors shall present proper credentials when seeking access to the Cargill Property or Cargill Point Property for any activity authorized by this Agreement, and shall perform all work on the Cargill Property and Cargill Point Property in a professional and workmanlike manner in accordance with all applicable industry standards and safety requirements and environmental laws and regulations for similar work and in compliance with Cargill's safety requirements attached hereto as **Exhibit "E"**, which may be updated in writing by Cargill. Cargill shall provide notice of any such updated safety requirements to the District, and such requirements shall be consistent with prevailing industry standards for such safety requirements and to the extent there is any inconsistency between such requirements and this Agreement, this Agreement shall prevail. The District further agrees that, except in the case of an Emergency as defined above, Cargill may stop the District from performing some or all activities authorized by this Agreement on the Cargill Property or Cargill Point Property and/or limit access to the Cargill Property or Cargill Point Property to any person in the event of the District's material breach of this Agreement, including the material breach of the requirements of this Section 4, unless and until such material breach has been cured. Notwithstanding anything to the contrary in this Agreement, the District will not permit access to any third party (i.e., other than the District's employees and/or authorized agents, contractors and subcontractors as are necessary in connection with the activities authorized by this Agreement) to the Cargill Property or Cargill Point Property, except as otherwise agreed to in writing by Cargill and Cargill Point. Cargill and Cargill Point may establish and impose rules and regulations for the use of the Cargill Property and Cargill Point Property, respectively, for vehicular and/or pedestrian access from time to time which are reasonably acceptable to the District, including signage, traffic controls and checkpoints, to confirm such use is only for the purposes granted in this Agreement and to prevent use of the Cargill Property and Cargill Point Property by unauthorized Parties. The terms of this Section 4 are collectively referred to in this Agreement as the "**Access Protocols**."

5. Disclaimer. The District agrees that neither Cargill nor Cargill Point will be responsible for any loss or theft of, or damage to, any parts, equipment or other property stored or left on the Cargill Property or Cargill Point Property by the District or its respective agents, employees, representatives, contractors and invitees. The District further agrees that, except as otherwise provided in this Agreement, Cargill and Cargill Point will not be responsible for any loss or injury to life or person suffered by the District, its respective employees, agents,

representatives, contractors, guests and invitees while on or about the Cargill Property or Cargill Point Property, AND AGREES THAT ITS ACCESS, USE AND OCCUPANCY OF THE CARGILL PROPERTY AND CARGILL POINT PROPERTY IS ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS. CARGILL AND CARGILL POINT MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE CARGILL PROPERTY OR CARGILL POINT PROPERTY, RESPECTVELY, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE CONDITION OF THE CARGILL PROPERTY OR CARGILL POINT PROPERTY, RESPECTIVELY.

6. Cargill Operations. The District understands and acknowledges that Cargill and Cargill Point retain the right to operate, maintain, repair, replace and/or construct facilities related to Cargill's and Cargill Point's operations, including the Cargill Facilities (the "**Cargill Operations**"), and that nothing in this Agreement shall be interpreted so as to prevent Cargill or Cargill Point from conducting Cargill Operations, provided such operations do not materially interfere with the rights granted under this Agreement. The District represents that the Box Culvert Improvements have been designed and will be constructed in a manner to allow Cargill, Cargill Point and other parties to use and operate equipment and vehicles which do not exceed the H-20 traffic rating, assuming a 32,000-pound load per axle (or 16,000 pound wheel load), including in the area immediately above the TCE Area. The District agrees that, as part of the Cargill Operations, Cargill and Cargill Point may excavate any areas overlying any Cargill Facilities, including over the Transbay Pipeline, within the TCE Area as necessary to access, repair, replace, operate or maintain such Cargill Facilities, provided that Cargill or Cargill Point restores any such excavated areas to their original condition, and provided that such work is conducted pursuant to a written scope of work approved in advance by the District with such approval not to be unreasonably withheld, conditioned or delayed ("**Cargill Work**"). The District agrees that any Cargill Work conducted by Cargill or Cargill Point in compliance with this Section 6 shall not be interpreted or construed as a material interference with the rights granted to the District under this Agreement. Any damage to the Box Culvert Improvements and appurtenances caused by Cargill or Cargill Point in connection with any Cargill Work shall be repaired and/or corrected promptly by Cargill or by Cargill Point, respectively.

7. Cargill Property Use. The District understands and acknowledges that Cargill and Cargill Point retain the right to make any use of the Cargill Property and the Cargill Point Property, respectively, provided such use does not materially interfere with the District's use and enjoyment of the rights granted under this Agreement. The District further acknowledges and agrees that Cargill and Cargill Point, subject to compliance with applicable laws and receipt of necessary permits and entitlements, may construct or cause the construction or grant the right to construct new improvements over the Cargill Property or over the Cargill Point Property, respectively, after the Bayfront Canal Project is completed, including roadways for public or private access, trails, bridges and related improvements directly over the TCE Area, and including the Bedwell Bayfront Park Entrance Improvement Program proposed by the City of Menlo Park, except for buildings and related structures directly over the Box Culvert Improvements and provided such improvements do not directly encroach upon the Box Culvert Improvements or otherwise materially interfere with the District's use and enjoyment of the rights granted under this Agreement (collectively, "**New Improvements**").

8. Insurance. Prior to entry upon the Cargill Property or Cargill Point Property, the District and each contractor or subcontractor of the District shall provide to Cargill and to Cargill Point copies of insurance certificates or other acceptable evidence showing that it maintains the following coverages or any higher amounts as required by law or regulation:

Type of Insurance	Limits
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 each occurrence
Commercial General Liability (including Contractual Liability)	Bodily injury and death: $1,000,000 combined single limit Property damage: $1,000,000 combined single limit.
Automobile Liability	$1,000,000 each occurrence
Professional Liability	$1,000,000 each occurrence

The certificates of Commercial General Liability and Professional Liability insurance, if applicable, shall provide that Cargill and Cargill Point shall be given not less than thirty (30) days' written notice before cancellation or any material change in the insurance. The insurance coverage shall be written on an occurrence rather than on a claims-made basis, shall be written by carriers with an A.M. Best Rating of A-VIII or better, or provided by self-insurance authorized by the California Government Code, and shall remain in effect during the term of this Agreement. Cargill and Cargill Point shall be named as additional insureds on Commercial General Liability insurance or self-insurance coverage required hereunder.

9. Indemnity. The District agrees to indemnify, defend and hold harmless Cargill and its successors and assigns, and its employees, agents, directors, officers, representatives and affiliates (the "**Cargill Parties**") and to indemnify, defend and hold harmless Cargill Point and its successors and assigns, and its employees, agents, directors, officers, representatives and affiliates (the "**Cargill Point Parties**") from and against any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees) (collectively, "**Claims**") against the Cargill Parties or Cargill Point Parties, respectively, for injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of the District, its agents, employees, representatives and contractors; (ii) the use of, occupancy, and/or presence upon the Cargill Property or Cargill Point Property by the District, its agents, employees, representatives, contractors and contractors; (iii) the breach by the District of any obligation or covenant contained in this Agreement; and/or (iv) noncompliance by the District with any permit, approval or applicable law in connection with the District's activities under this Agreement, including the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, and similar State of California laws, including the Porter-Cologne Water Quality Control Act and Hazardous Substances Account Act; provided, however, that the District shall have no obligation to indemnify any Cargill Parties or Cargill Point Parties to the extent such Claims arise from the gross negligence or willful misconduct of one or more Cargill Parties, or Cargill Point Parties, respectively. The District's obligations under this indemnification provision will survive any termination of this Agreement.

10. Damage to Property. The District agrees that it will not do nor suffer any waste or damage or injury to the Cargill Property or Cargill Point Property, and Cargill and Cargill Point each agree to not do or suffer any waste or damage or injury to the Box Culvert Improvements. The District agrees that it will make no alternation to the Cargill Property or Cargill Point Property except as otherwise expressly permitted in this Agreement or except as otherwise agreed to in writing by Cargill and by Cargill Point, respectively.

11. Liens. The District agrees to keep the Cargill Property and Cargill Point Property free of any and all liens which may be filed against either property due to the actions of (or work performed by) the District. The District covenants and agrees to hold harmless and indemnify Cargill and Cargill Point from and against any costs, expenses and liabilities from any mechanic's, laborers', materialmen's or other liens, of whatsoever nature, which may be filed against the Cargill Property or Cargill Point Property, respectively, during the term of this Agreement due to the actions of (or work performed by) the District, and to discharge any such liens within thirty days of the filing thereof.

12. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective heirs, successors, and assigns. This Agreement and the TCE will run with the Cargill Property and Cargill Point Property, and the benefits and burdens of this Agreement and the TCE will inure to and be binding upon the Parties and their respective heirs, successors, and assigns. This Agreement may be assigned by Cargill or by Cargill Point to any Party which obtains a fee or leasehold interest in part or all of the Cargill Property or Cargill Point Property, respectively. This Agreement may not be assigned by the District except with the express written consent of Cargill and Cargill Point, such approval not to be unreasonably withheld, conditioned or delayed.

13. Governance. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of California without regard to its conflicts of laws provision.

14. Absence of Waiver. The failure of a Party hereto at any time or times to require performance of any provision hereof will in no manner affect its right at a later time to enforce the same. No waiver by a Party hereto of the breach of any term or covenant by the other Party hereto contained in this Agreement or in any other such instrument, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein.

15. Amendments and Modifications. This Agreement may be amended, superseded, cancelled, renewed, or extended, and their terms or covenants hereof may be waived, only by a written instrument executed by the Parties hereto or in the case of a waiver, by the Party waiving compliance. The Parties reserve the right by mutual written consent to amend, modify, supersede, and cancel this Agreement, or waive the terms or conditions hereof, without the consent of any other party (natural or otherwise).

16. Termination. This Agreement and the rights granted herein shall terminate upon the filing of a Notice of Completion for the Bayfront Canal Project, and any other improvements authorized to be constructed pursuant to this Agreement (the "**NOC**"), or on December 31, 2022, whichever date occurs first (the "**Termination Date**"). Upon the Termination Date, the District shall execute and record quitclaim deeds disclaiming any rights in and interest to the TCE Area in the form attached hereto as **Exhibit "F-1"** and **Exhibit "F-2"**. Further, the District shall cause a copy of the NOC to be served upon all contractors, subcontractors and suppliers providing labor or services or supplying materials in connection with the Bayfront Canal Project in compliance with California Civil Code Section 8190.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original but together will constitute but one and the same instrument.

18. Mutual Negotiation. This Agreement has been the subject of negotiations by the Parties, and this Agreement will not be construed for or against any Party merely because of such Party's involvement in its initial preparation and negotiation.

19. Government Officials. Cargill Point and Cargill shall be notified at least twenty-four (24) hours before any building, planning, code compliance or governmental inspector enters the Cargill Point Property or Cargill Property in order to allow a representative of Cargill Point and Cargill to be present.

20. Severability. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment will not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

21. Headings. The section headings and titles in this Agreement are for convenience of reference only. Such headings and titles will not be construed as modifying, limiting or expanding in any manner the terms and provisions of this Agreement.

22. Representations and Warranties.

a. Of Cargill and Cargill Point. Cargill and Cargill Point each warrant that they have full right and lawful authority to enter into this Agreement and to undertake and perform their respective obligations under this Agreement.

b. Of the District. The District warrants that it has full right and lawful authority to enter into this Agreement and to undertake and perform its obligations under this Agreement.

23. Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including

express or courier service), by electronic mail, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Cargill:
Cargill, Incorporated
7220 Central Avenue
Newark, California 94560
Attention: Ric Notini, Land Resources Manager
Telephone: (510) 790-8182
Email: Ric_Notini@cargill.com

With a copy to:
Cargill, Incorporated
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: Michael Skoglund, Senior Land Lawyer
Telephone: (952) 742-5185
Email: Michael_Skoglund@cargill.com

If to Cargill Point:
Cargill Point, LLC
7220 Central Avenue
Newark, California 94560
Attention: Ric Notini, Land Resources Manager
Telephone: (510) 790-8182
Email: Ric_Notini@cargill.com

With a copy to:
Cargill Point, LLC
15407 McGinty Road West
Wayzata, Minnesota 55391
Attention: Senior Land Lawyer
Telephone: (952) 742-5185
Email: Michael_Skoglund@cargill.com

If to the District:
San Mateo County Flood and Sea Level Rise Resiliency District
1700 S. El Camino Real Suite 502
San Mateo, CA 94402
Attn: Len Materman, CEO
Telephone: (650) 623-5934
Email: len@oneshoreline.org

With a copy to: San Mateo County Counsel
400 County Center, 6th Floor
Redwood City, CA 94063
Attn: Brian E. Kulich
Telephone: (650) 363-4762
Email: bkulich@smcgov.org

The addresses and addresses, for the purpose of this Section 23, may be changed by giving Notice of such change in the manner herein provided to the other Parties to this Agreement. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CARGILL, INCORPORATED, a Delaware corporation

By: _____

Name: Ric Notini

Title: Land Resources Manager

Date: _____

CARGILL POINT, LLC, a Delaware limited liability company

By: _____

Name: Sonya Roberts

Title: President

Date: _____

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district

By: _____

Name: Len Materman

Title: Chief Executive Officer

Date: _____

Approved as to Form:

By:_____

Name: Brian E. Kulich

Title: District Counsel

Date: _____

LIST OF EXHIBITS:

A	Legal Description of Cargill
B	Legal Description of Cargill Pipeline Property
C	Legal Description of Cargill Point Property
D-1	Map of Temporary Construction Easement
D-2	Proposed Improvements, Cargill Facilities and Existing Easements
E	Cargill Safety Rules and Regulations
F-1	Form of Quitclaim Deed to Cargill, Incorporated
F-2	Form of Quitclaim Deed to Cargill Point, LLC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ _____

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

Exhibit A

Legal Description of Cargill Menlo Park Property

The following real property in the County of San Mateo, State of California:

PARCEL ONE:

BEING A PORTION OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET"; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF SAID PARCEL 4, SOUTH 47° 00' 52" EAST 300.78 FEET; THENCE LEAVING SAID EASTERLY LINE OF SAID PARCEL 4, ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 01' 38" WEST 1,257.05 FEET;
2. SOUTH 01° 24' 10" WEST 2,117.30 FEET;
3. SOUTH 14° 05' 12" EAST 417.42 FEET;
4. SOUTH 28° 34' 01" WEST 205.88 FEET;
5. SOUTH 62° 39' 48" WEST 247.90 FEET;
6. SOUTH 27° 20' 12" EAST 60.00 FEET;
7. SOUTH 88° 58' 22" EAST 205.95 FEET;
8. SOUTH 11° 54' 38" WEST 102.72 FEET;
9. NORTH 76° 56' 39" WEST 197.10 FEET;
10. SOUTH 83" 45' 49" WEST 58.06 FEET;

THENCE NORTH 01° 03' 34" EAST 134.44 FEET TO AN EASTERLY CORNER OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. NORTH 01° 03' 34" EAST 1,302.58 FEET;
2. NORTH 01° 02' 25" EAST 2,703.40 FEET;
3. NORTH 01° 02' 25" EAST 408.37 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;

THENCE ALONG SAID EASTERLY LINE, SOUTH 09° 42' 48" EAST 152.82 FEET TO THE POINT OF BEGINNING.

APN: 055-400-510-8 JPN: 055-40-400-40A
055-400-520-7 JPN: 055-40-400-14A AND 14.01A
AND 055-400-590-0 JPN: 055-40-400-40A

PARCEL TWO:

BEING A PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP 2000-4, RECORDED ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, AND AS SHOWN ON RECORD OF SURVEY, R/S NO. 1917, RECORDED ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET";

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID COURSE, NORTH 09° 42' 48" WEST 152.82 FEET TO A POINT ON THE EASTERLY LINE OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 02' 25" WEST 408.37 FEET;
2. SOUTH 01° 02' 25" WEST 2,703.40 FEET;
3. SOUTH 01° 03' 34" WEST 1,302.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 03' 34" WEST 134.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHERLY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 83° 45' 49" WEST 8.55 FEET;
2. NORTH 66° 48' 45" WEST 1,365.24 FEET;
3. NORTH 87° 31' 21" WEST 582.31 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE CITY BOUNDARY LINE BOUNDARY LINE

BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK, ALONG THE FOLLOWING COURSES:

1. NORTH 00° 45' 25" EAST 153.78 FEET;
2. SOUTH 89° 14' 35" EAST 132.22 FEET;
3. SOUTH 71° 58' 35" EAST 1,158.74 FEET;
4. SOUTH 70° 08' 35" EAST 650.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 054-310-060 JPN: 054-031-311-06A

Exhibit B

Legal Description of Cargill Pipeline Property

The following real property in the County of San Mateo, State of California:

A STRIP OF LAND 10 FEET WIDE, LYING 5 FEET ON EACH SIDE OF AN EXISTING PIPELINE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE MOST WESTERN LINE OF THE ABOVE DESCRIBED TRACT DISTANT ALONG SAID LINE NORTH 11° 54' 38" EAST, 24.97 FEET FROM THE SOUTHERN TERMINUS OF SAID LINE BOUNDARY THENCE ALONG THE FOLLOWING COURSES: THENCE, SOUTH 73° 23' 07" EAST, 1047.62, THENCE, NORTH 85° 57' 36" EAST, 75.61 FEET, THENCE, SOUTH 79° 56' 14" EAST, 82.93 FEET, THENCE, SOUTH 66° 33' 31" EAST, 151.06, THENCE, SOUTH 72° 31' 52" EAST, 924.67 FEET, THENCE, SOUTH 65° 35' 48" EAST, 1,343.91 FEET, THENCE SOUTH 69° 44' 06" EAST, 66.14 FEET, THENCE, SOUTH 78° 33' 13" EAST, 112.48 FEET, THENCE, SOUTH 68° 47' 01" EAST, 137.92 FEET, THENCE, SOUTH 74° 44' 50" EAST 96.79 FEET, THENCE, SOUTH 79° 45' 36" EAST 447.98 FEET, THENCE, SOUTH 83° 09' 39" EAST, 146.37 FEET, THENCE, SOUTH 78° 44' 37" EAST, 152.60 FEET, THENCE, SOUTH 82° 15' 16" EAST, 114.41 FEET, THENCE, SOUTH 79° 16' 01" EAST, 411.76 FEET, THENCE, SOUTH 83° 57' 47" EAST, 245.14 FEET, THENCE, SOUTH 78° 14' 03" EAST, 170.11 FEET, THENCE, SOUTH 84° 02'22" EAST, 98.95 FEET, THENCE SOUTH 89° 55' 58" EAST, 181.28 FEET, THENCE, NORTH 86°43' 13" EAST, 99.92 FEET, THENCE, SOUTH 89° 35' 08" EAST, 1398.73 FEET, THENCE, SOUTH 86° 37' 53" EAST, 113.35 FEET, THENCE, NORTHEASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86° 59' 49", A RADIUS OF 110.48 FEET, AND AN ARC LENGTH OF 167.75 FEET, THENCE, NORTH 6° 22' 18" EAST, 174.91 FEET, THENCE, NORTH 6°19' 08" WEST, 298.81 FEET, THENCE, NORTH 14° 08' 18" WEST, 191.23 FEET, THENCE, NORTH 1° 59' 35" WEST, 178.03 FEET, THENCE NORTH 9° 14' 15" EAST, 51.43 FEET, THENCE 2° 45' 58" EAST, 191.31 FEET, THENCE, NORTH 0° 12' 50" EAST, 179.76 FEET, THENCE, NORTH 4° 12' 46" EAST, 240.39 FEET, THENCE, NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 57° 06' 48", A RADIUS OF 246.31 FEET, AN ARC LENGTH OF 245.52 FEET, AND WHOSE ALONG CHORD BEARS NORTH 33° 05' 36" EAST, 235.48 FEET, THENCE, NORTH 84° 33' 37" EAST, 55.93 FEET, THENCE, SOUTH 81° 29' 46" EAST, 225.81 FEET, THENCE, NORTH 88° 09' 19" EAST, 118.45 FEET, THENCE, SOUTH 89° 12' 36" EAST, 1783.39 FEET, NORTHEASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 56° 41' 42", A RADIUS OF 268.79 FEET, AND AN ARC LENGTH OF 265.97 FEET, THENCE NORTH 34° 05" 42" EAST, 219.99 FEET, NORTHEASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 39° 47' 41", A RADIUS OF 180.76 FEET, AND AN ARC LENGTH OF 125.55 FEET, THENCE, NORTH 5° 41' 59" WEST, 180.42 FEET, TO THE INTERSECTION WITH THE EASTERLY BOUNDARY OF THE ABOVE-DESCRIBED TRACT (159), AT A POINT DISTANT THEREON SOUTH 7° 48' 14" EAST, 5.82 FEET FROM THE NORTHERN TERMINUS THEREON.

APN: 055-400-580-1 JPN: 055-040-40A

Exhibit C

Legal Description of Cargill Point Property

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

BEING A PORTION OF LAND CONVEYED BY STAUFFER CHEMICAL COMPANY TO LESLIE SALT CO. BY DEED RECORDED NOVEMBER 26, 1940 IN VOLUME 925, PAGE 374, SAN MATEO COUNTY OFFICIAL RECORDS, TOGETHER WITH A PORTION OF THE LAND CONVEYED TO LESLIE SALT CO. BY REDWOOD CITY HARBOR COMPANY BY DEED RECORDED APRIL 27, 1946 IN VOLUME 1275, PAGE 106, SAN MATEO COUNTY OFFICIAL RECORDS AND A PORTION OF THE LAND DESIGNATED PARCEL SM-4 IN THE CONFIRMATORY PATENT FROM THE STATE OF CALIFORNIA TO LESLIE SALT CO. RECORDED FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 126, SAN MATEO COUNTY OFFICIAL RECORDS AND BEING DESCRIBED AS FOLLOWS:

BEING PARCEL A OF PARCEL MAP 2000-4, FILED FOR RECORD ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, PARCEL B OF PARCEL MAP 2003-04, FILED FOR RECORD ON DECEMBER 03, 2003 IN VOLUME 75 OF PARCEL MAPS, PAGES 37 AND 38, SAN MATEO COUNTY OFFICIAL RECORDS AND A PORTION OF PARCEL 4 OF THAT PARCEL MAP FILED FOR RECORD ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS AND AS SAID PARCELS ARE SHOWN ON THAT RECORD OF SURVEY, R/S NO. 1917, FILED FOR RECORD ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL C OF SAID PARCEL MAP 2000-4, SAID POINT OF BEGINNING ALSO BEING ON THE EASTERLY BOUNDARY OF PARCEL 3, AS DESCRIBED IN THE DEED FROM LESLIE SALT COMPANY TO PACIFIC GAS & ELECTRIC COMPANY, RECORDED IN BOOK 122, PAGE 258, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL CONVEYED BY REDWOOD CITY HARBOR COMPANY TO PACIFIC GAS & ELECTRIC COMPANY BY DEED RECORDED IN BOOK 120, PAGE 333, SAN MATEO COUNTY OFFICIAL RECORDS, SAID EASTERLY BOUNDARY LINES ALSO BEING THE WESTERLY BOUNDARY LINE OF SAID PARCEL A OF SAID PARCEL MAP 2000-4; THENCE ALONG SAID WESTERLY LINE OF PARCEL A, ALONG THE FOLLOWING COURSES:

1. NORTH 02°56'45" EAST 993.73 FEET;
2. NORTH 16°41'35" EAST 744.95 FEET;
3. NORTH 13°24'35" EAST 852.15 FEET;
4. NORTH 17°23'41" EAST 799.55 FEET;
5. NORTH 15°16'57" EAST 161.10 FEET TO THE SOUTHWEST CORNER OF PARCEL B OF SAID PARCEL MAP 2003-04;

THENCE CONTINUING ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARY LINES OF SAID PARCEL B, ALONG THE FOLLOWING COURSES:

1. NORTH 15°16'57" EAST 642.36 FEET;
2. NORTH 18°26'46" EAST 791.29 FEET;
3. NORTH 21°34'57" EAST 1,586.32 FEET;
4. NORTH 25°13'57" EAST 20.59 FEET;
5. SOUTH 67°51'36" EAST 1,571.18 FEET;
6. NORTH 22°08'24" EAST 33.52 FEET;
7. NORTH 64°44'10" EAST 740.34 FEET;
8. NORTH 24°56'35" WEST 1.00 FEET;
9. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 24°56'36" WEST AND A RADIUS OF 546.68 FEET THROUGH A CENTRAL ANGLE OF 62°56'14" FOR AN ARC LENGTH OF 600.51 FEET;
10. SOUTH 86°55'42" WEST 2,515.64 FEET;
11. NORTH 21°05'45" EAST 136.32 FEET;
12. NORTH 02°48'28" WEST 168.76 FEET;
13. NORTH 20°53'50" WEST 117.70 FEET;
14. NORTH 39°48'20" WEST 78.10 FEET;
15. NORTH 53°43'00" WEST 214.60 FEET;
16. NORTH 77°20'04" WEST 143.34 FEET;
17. NORTH 43°08'30" WEST 182.19 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL G (WESTPOINT SLOUGH) DESCRIBED IN DEED FROM LESLIE SALT CO. TO THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 109, SAN MATEO COUNTY OFFICIAL RECORDS; SAID BOUNDARY LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL B; THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL B, ALONG THE FOLLOWING COURSES;

1. SOUTH 68°37'59" EAST 236.80 FEET;
2. NORTH 75°15'24" EAST 117.90 FEET;
3. SOUTH 62°14'29" EAST 300.60 FEET;
4. SOUTH 48°20'36" EAST 206.10 FEET;
5. SOUTH 12°15'14" EAST 226.20 FEET;
6. SOUTH 04°41'09" WEST 122.40 FEET;
7. SOUTH 21°05'45" WEST 211.40 FEET;
8. SOUTH 39°06'23" WEST 220.40 FEET;
9. SOUTH 46°42'22" WEST 166.20 FEET;
10. SOUTH 58°50'27" WEST 201.00 FEET;
11. NORTH 72°01'51" WEST 77.80 FEET;
12. SOUTH 46°53'36" WEST 171.20 FEET;
13. SOUTH 58°12'46" WEST 167.10 FEET;
14. SOUTH 78°32'00" WEST 573.50 FEET;
15. SOUTH 76°51'32" WEST 791.73 FEET;
16. SOUTH 54°53'17" WEST 547.66 FEET;

17. SOUTH 39°36'53" WEST 384.24 FEET;
18. SOUTH 25°48'00" WEST 406.55 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL B;

SAID CORNER ALSO BEING A POINT ON THE EASTERLY LINE OF SAID PARCEL A; SAID EASTERLY LINE ALSO BEING THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL G (WESTPOINT SLOUGH) DESCRIBED IN DEED FROM LESLIE SALT CO. TO THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 109, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL A, ALONG THE FOLLOWING COURSES:

1. SOUTH 25°48'00" WEST 229.89 FEET;
2. SOUTH 16°49'17" EAST 89.84 FEET;
3. SOUTH 14°40'15" WEST 240.85 FEET;
4. SOUTH 59°55'53" WEST 109.77 FEET;
5. NORTH 20°21'12" WEST 66.13 FEET;
6. SOUTH 79°46'40" WEST 61.98 FEET;
7. SOUTH 31°27'51" WEST 78.55 FEET;
8. SOUTH 20°00'20" EAST 219.23 FEET;
9. SOUTH 88°17'43" EAST 168.07 FEET;
10. SOUTH 42°06'44" EAST 238.60 FEET;
11. SOUTH 09°14'08" WEST 124.62 FEET; .
12. SOUTH 33°41'24" EAST 137.01 FEET;
13. SOUTH 02°54'39" WEST 59.08 FEET;
14. SOUTH 44°26'57" EAST 147.08 FEET;
15. SOUTH 62°50'06" EAST 512.53 FEET;
16. NORTH 23°37'45" EAST 384.21 FEET;
17. NORTH 10°22'09" WEST 238.90 FEET;
18. NORTH 63°56'47" WEST 50.09 FEET;
19. SOUTH 62°49'32" WEST 210.20 FEET;
20. NORTH 64°49'56" WEST 91.71 FEET;
21. NORTH 30°19'56" WEST 217.82 FEET;
22. SOUTH 69°36'39" WEST 120.55 FEET;
23. NORTH 31°28'37" WEST 57.45 FEET;
24. NORTH 46°06'06" EAST 147.11 FEET;
25. NORTH 25°04'03" WEST 273.79 FEET;
26. NORTH 04°19'15" EAST 225.64 FEET;
27. NORTH 22°45'54" EAST 364.39 FEET;
28. NORTH 35°05'21" EAST 193.09 FEET;
29. NORTH 53°11'02" EAST 427.20 FEET;
30. NORTH 67°54'13" EAST 252.55 FEET;
31. NORTH 89°32'56" EAST 254.01 FEET;
32. SOUTH 71°27'07" EAST 160.33 FEET;
33. SOUTH 08°07'44" EAST 47.20 FEET;
34. SOUTH 15°05'35" WEST 137.00 FEET;

35. SOUTH 04°01'42" EAST 142.40 FEET;
36. SOUTH 14°20'08" EAST 185.80 FEET;
37. SOUTH 26°44'59" EAST 277.70 FEET;
38. SOUTH 29°28'45" EAST 668.60 FEET;
39. SOUTH 30°45'00" EAST 183.90 FEET;
40. SOUTH 49°03'21" EAST 579.90 FEET;
41. SOUTH 82°19'59" EAST 472.20 FEET;
42. NORTH 86°19'35" EAST 515.10 FEET;
43. NORTH 69°21'23" EAST 459.50 FEET;
44. NORTH 40°34'43" EAST 275.20 FEET;
45. NORTH 55°48'09" EAST 313.10 FEET;
46. NORTH 20°28'49" WEST 88.60 FEET;
47. NORTH 25°06'54" EAST 176.70 FEET;
48. NORTH 82°06'15" EAST 138.30 FEET;
49. NORTH 76°42'41" EAST 204.50 FEET;
50. SOUTH 72°33'26" EAST 347.00 FEET;
51. SOUTH 64°27'15" EAST 150.70 FEET;
52. SOUTH 67°49'47" EAST 490.30 FEET;
53. SOUTH 63°04'34" EAST 214.20 FEET;
54. SOUTH 83°00'03" EAST 275.53 FEET TO A POINT ON THE EASTERLY LINE (QUARTER SECTION LINE) OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN;

SAID QUARTER SECTION LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL A AND SAID QUARTER SECTION LINE ALSO BEING COINCIDENT WITH THE BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID BOUNDARY LINE AND QUARTER SECTION LINE, SOUTH 01°02'25" WEST 1,555.84 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, SOUTH 20°59'35" WEST 39.57 FEET; THENCE SOUTH 09°42'48" EAST 72.38 FEET TO A POINT ON THE ABOVE DESCRIBED QUARTER SECTION LINE; THENCE CONTINUING ALONG SAID QUARTER SECTION LINE AND CITY BOUNDARY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 01°02'25" WEST 408.37 FEET;
2. SOUTH 01°02'25" WEST 2,703.40 FEET;
3. SOUTH 01°03'34" WEST 1,302.58 FEET;

THENCE LEAVING SAID QUARTER SECTION LINE AND CONTINUING ALONG THE CITY BOUNDARY LINE, ALONG THE FOLLOWING COURSES:

1. NORTH 70°08'35" WEST 650.25 FEET;
2. NORTH 71°58'35" WEST 1,158.74 FEET;
3. NORTH 89°14'35" WEST 132.22 FEET;
4. SOUTH 00°45'25" WEST 153.78 FEET TO THE INTERSECTION OF THE BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK AND THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL A, ALONG THE FOLLOWING COURSES:

1. NORTH 87°31'21" WEST 1,837.84 FEET;
2. NORTH 87°49'20" WEST 1,774.93 FEET;
3. NORTH 66°40'20" WEST 316.05 FEET;
4. NORTH 80°37'00" WEST 2,361.63 FEET;
5. NORTH 64°33'11" WEST 1,256.85 FEET;
6. NORTH 20°26'55" EAST 18.00 FEET;
7. NORTH 64°45'00" WEST 370.02 FEET;
8. NORTH 39°12'39" WEST 157.10 FEET;
9. NORTH 66°48'32" WEST 90.03 FEET TO A POINT ON THE EASTERLY LINE OF EAST BAYSHORE ROAD;

THENCE ALONG SAID EASTERLY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 67°40'52" EAST AND A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 43°39'37" FOR AN ARC LENGTH OF 67.06 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL C OF SAID PARCEL MAP 2000-4; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL C, NORTH 31°53'16" WEST 159.26 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 577.46 FEET THROUGH A CENTRAL ANGLE OF 25°46'08" FOR AN ARC LENGTH OF 259.71 FEET TO THE POINT OF BEGINNING.

APN: 054-300-230-7 JPN: 054-30-300-23A AND 054-31-310-15A
054-300-670-4 JPN: 054-30-300-24A
054-310-100-0 JPN: 054-31-310-10A
054-310-120-8 JPN: 054-31-310-12A
054-310-140-6 JPN: 054-31-310-14A
AND 054-310-160-4 JPN: 054-31-310-15A AND 15.01A, 054-30-300-23.01A AND 054-30-300-23.02A

Exhibit D-1

Map of Temporary Construction Easement

(attached)

REDWOOD CITY CORPORATE LIMITS
MENLO PARK CORPORATE LIMITS PER R5

FLOOD SLOUGH

BEDWELL BAYFRONT PARK

SOUTH BAY SALT PONDS POND S5

LANDS OF CARGILL POINT, LLC (32 LLS 13)

LANDS OF CARGILL INC (32 LLS 13)

LANDS OF CITY OF MENLO PARK (6059 O.R. 556, 6433 O.R. 482, & 6803 O.R. 144)

SOUTH BAY SALT PONDS S5 FOREBAY

1952 S.D.E
2264 O.R. 130

50.00

EXISTING TIDE GATE

CARGILL'S BELL HAVEN PUMP STATION

LANDS OF U.S.A. (26 LLS 17)

10' PIPELINE ESMT EXCEPTION FROM TRACT IV, LO. USA

REDWOOD CITY CORPORATE LIMITS
MENLO PARK CORPORATE LIMITS (R1) (R5)

10.00

CALTRANS DRAINAGE DITCH

AREA C (0.24 AC)
(OWNER: USA)

LANDS OF MENLO PARK SANITARY DISTRICT (7 LLS 1)

BAYFRONT EXPWY (HYW 84)

AREA B (0.65 AC)
OWNER: CARGILL INC

AREA A (0.89 AC)
OWNER: CARGILL INC

MARSH ROAD

DRAWING NAME: K:\2017\170054-11_Bayfront_Canal\ENG\EXHIBITS\Temporary_Easement_Map_v2.dwg
PLOT DATE: 02-03-21
PLOTTED BY: pdo

GRAPHIC SCALE
60 0 60 120

LEGEND:

PROPERTY BOUNDARY

EXHIBIT D-1 - TEMPORARY CONSTRUCTION EASEMENT

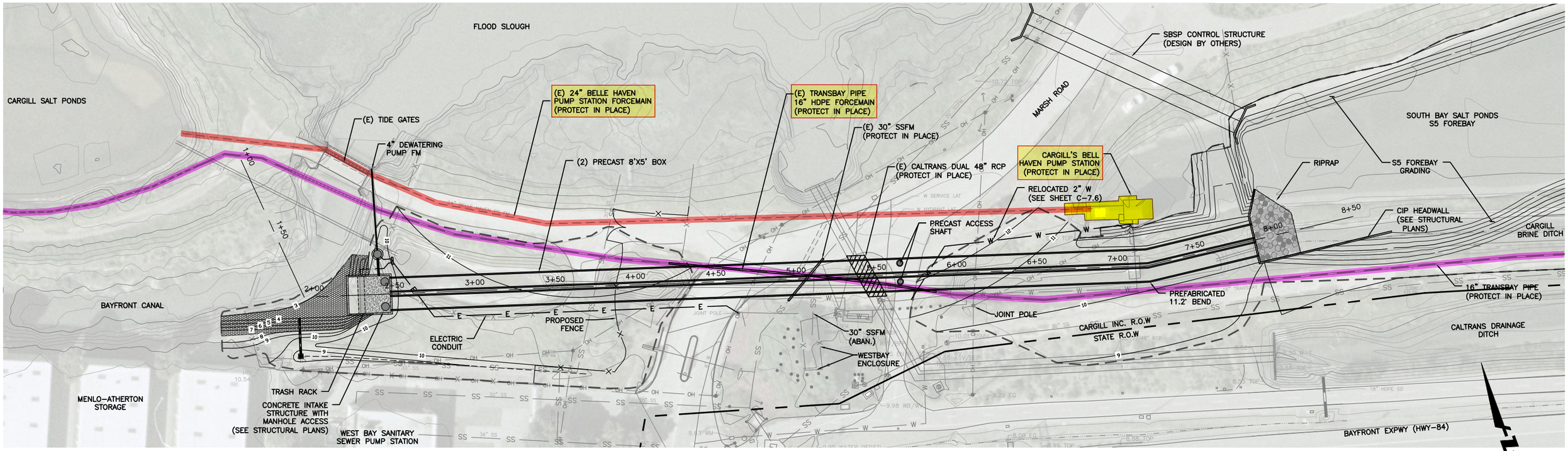
BAYFRONT CANAL AND ATHERTON CHANNEL
FLOOD PROTECTION AND HABITAT RESTORATION PROJECT

BKF

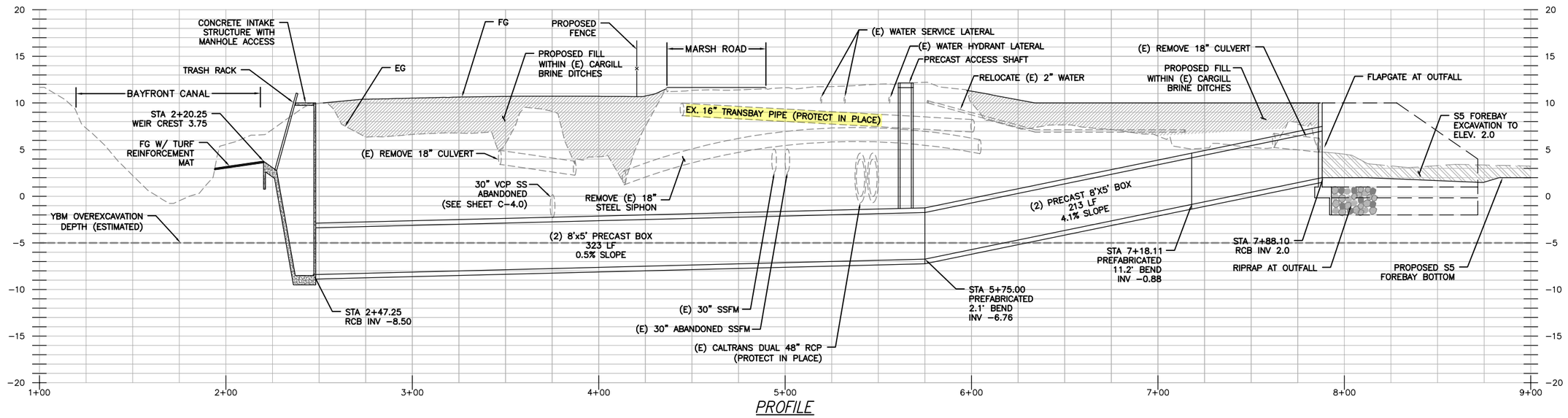
Exhibit D-2

Proposed Improvements, Cargill Facilities and Existing Easements

(attached)



PLAN
SCALE: 1"=30'



PROFILE

EXHIBIT D-2 - PROPOSED IMPROVEMENTS, CARGILL FACILITIES & EXISTING EASEMENTS

BAYFRONT CANAL AND ATHERTON CHANNEL
FLOOD PROTECTION AND ECOSYSTEM RESTORATION PROJECT

GRAPHIC SCALE
50 0 50 100

DRAWING NAME: K:\2017\170054-11_Bayfront_Canal\ENG\EXHIBITS\Exhibit-D&C2.dwg
PLOT DATE: 08-12-20
PLOTTED BY: pdo

BKF

Exhibit E

Cargill Safety Rules and Regulations

CONTRACTOR EMPLOYEE INFO

Date:_____
Contractor Company Name: _____
Contract Employee Name: _____

PURPOSE

These guidelines are intended as general guidance for contractor and subcontractor activities concerning safety performance while performing work on Cargill Salt property. Contractors, subcontractors, and their employees and agents (hereafter referred to collectively as "contractors") will be required to meet all applicable local, state, and federal laws and regulations which will take precedence over these guidelines in event of a conflict, unless the Cargill guideline is more restrictive.

The contractor employee shall place his/her initials on each line item, as they are reviewed. A copy of the entire document shall be offered to the contractor for reference of Cargill guidelines.

CONTRACTOR RESPONSIBILITIES

1. To ensure that contractor/subcontractor employees and agents on Cargill property are familiar with and follow all guidelines set forth in this document. Each contractor personnel is required to review and understand this checklist their first time on site and annually thereafter.
2. To ensure that all employees and agents of contractors are physically able and properly trained to perform their duties.
3. The contractor supervisor's responsibility to know these rules and ensure they are followed by his/her employees.
4. The contractor is responsible for the safety and conduct of their employees.
5. To report all incidents and hazardous conditions to Cargill immediately. All incidents are to be investigated by the contractor within 24 hours and a copy of the investigation report to be given to Cargill within 48 hours.
6. To maintain and furnish to each of their employees all personal protective equipment required.
7. Stop and consult with Cargill if the nature of the job deviates from original scope, before proceeding.

Non-compliance of any of these rules may result in the removal from company premises.

CONTRACTOR SAFETY RULES AND PROCEDURES

____1. Before beginning any work, each day a pre-job hazard assessment (PJHA) and discussion is recommended with all personnel performing the work.

____2. All contractors must wear hard hats, safety shoes that meet ASTM F 2412-05 and 2413-05 standards, gloves appropriate to the work, safety glasses that meet ANSI Z87.1-2003, long pants and sleeved shirts whenever they are on Cargill property. Hearing protection must be worn in posted areas. Without the proper PPE contractors will not be allowed to work. Knee and body pad use is encouraged to prevent contact stress injuries. Face shields in addition to safety glasses or goggles are required for grinding, blowing with compressed air, and any operation where there is a risk of being struck in the face. Gloves must be worn at all times,

unless job function prohibits or creates a greater risk.

____3. If you discover a fire, immediately call 911 and notify Cargill.

____4. If a contractor employee is injured and requires medical attention, immediately call 911.

____5. Prior to performing any work, contractors must provide a complete list of ALL chemicals or substances they will bring on site and provide an SDS if requested by Cargill. All chemicals should be placed on or within secondary containment.

____6. Any spills of fuel, oil, solvent, brine, chemicals, or any other pollutant must be contained and reported to Cargill immediately. The contractor will be required to participate in the incident investigation and the physical clean-up and will be required to bear the costs of clean-up and proper disposal.

____7. Cargill's buildings and grounds may contain both Lead and Asbestos materials. Only approved and licensed Contractors may disturb Lead and/or Asbestos.

____8. No individual shall lift a weight greater than 60 pounds. If an object weighing more than 60 pounds must be lifted, multiple people will be used or mechanical lifting such as a forklift or crane will be used. If the object is less than 60 lbs. but is awkward for a single person, multiple people or mechanical lifting should be used.

____9. All Cal/OSHA regulations regarding welding and hot work must be followed, including proper eye, face, hand, body, and respiratory protection. Contractors must supply their own fire extinguishers when a fire watch is required. Fire watch must be performed by someone other than the person performing the hot work. After the hot work is completed, a Fire Watch is maintained for 60 minutes.

____10. Underground survey is required prior to core drilling, boring, or trenching work.

____11. Fall protection is required for all work performed at or above **4 feet** (this applies to the individual's feet being greater than 4 ft from the ground). Contractors shall provide all fall protection training and equipment for their employees. Contractors are not allowed to go on any building roof without approval from Cargill and completion of Roofing Checklist. If an individual is within 10 feet from the edge of the roof, fall restraint must be used. Tools and materials cannot be stored within 15 feet of edge. Fall protection must be used in the following scenarios: stepping on a ladder within 6 feet of the guardrail, or leading edge, and any time when 3 points of contact cannot be maintained.

____12. Aerial lift (boom and scissor lifts) operators must be trained. Daily equipment inspections must be performed and available for review. The use of fall protection harnesses and fixed length lanyards or aerial lift designed SRL's are required when working from all aerial lifts. Aerial lifts may not be used as cranes to lift materials. Operators may not stand on lift railings or any other object other than the floor of the basket on a lift.

____13. Contractors are to use proper ladders or scaffolding for the task. Ladders must be inspected prior to every use and must be used in the correct manner. Example, A frame ladders need to be opened and locked and not used as an extension ladder. Scaffold users must have proof of proper training before utilizing scaffolding. Climbing on piping, equipment or structural steel is not allowed.

____14. All scaffolds with a ladder run > 10' without the ability to exit onto a platform, or within 6' of a hand rail or leading edge requires fall protection while ascending/descending the scaffold.

The lanyard on an SRL must be fully retracted when not in use.

____15. Portable tools, equipment, and extension cords MUST be plugged into a portable GFCI. Regardless if the outlet is GFCI protected, the portable GFCI must still be used in conjunction with the portable tool. If an extension cord is being used, the portable GFCI must be placed before the extension cord. The portable GFCI should be tested prior to use.

____16. No contractor is allowed to start or stop any equipment, change process flows, or cut pipes or conduits without prior approval from Cargill.

____17. Face shield must be used over safety glasses while using compressed air. NEVER use compressed air to blow debris or dirt from your body or cloths.

____18. The contractor is expected to keep work areas clean and orderly on a daily basis.

____19. Contractors will be required to furnish all tools needed for the job being performed.

____20. Contractor employees may not be in possession of or under the influence of any mood altering substance as detailed in the policy.

____21. Warning of corrosive conditions: This facility is a salt production facility. Under certain conditions salt can cause corrosion to your equipment. Contractors should take appropriate measures to protect their equipment to minimize salt-induced corrosion. By signing this form contractors acknowledge that they shall be solely responsible for any damage to equipment caused by salt. Contractors shall also notify all subcontractors of the possibility of salt-induced corrosion prior to the beginning of work.

____22. Some endangered or otherwise protected species and associated habitat may be present on Cargill property. Do not disturb wildlife. For example, when driving, be constantly alert for marked and unmarked Snowy Plover nest sites. Immediately report all unmarked Snowy Plover nest sites to Cargill..

____23. Smoking is only allowed in designated smoking areas in the facility. There is NO smoking in vehicles or in the yard. Use of tobacco products such as E-Cigarettes, Vaping and chewing of tobacco also fall under smoking requirements.

____24. Pickleweed or other vegetation must not be disturbed when working on levees, or near sloughs or marshes without prior approval from Cargill.. If mud, rock or other debris inadvertently comes in contact with marsh vegetation, contact Cargill immediately.

____25. Cellular phones cannot be used by a driver when their vehicle or equipment, is in motion regardless of the use of hands-free devices. They must come to a complete stop and take the vehicle out of gear.

____26. Seat belts must be worn at all times on all moving equipment which comes with seatbelts.

____27. Do not sit or lay under heavy equipment when it is not in use.

____28. Compressed gas cylinders must be capped, upright, and properly secured. When being transported, gas cylinders should have the regulator off and the caps on.

____29. Firearms or weapons are not permitted on Cargill Property -- even in personal vehicles or even if you have a permit to carry.

____30. Knife safety - The use of exposed fixed blade and utility knives is prohibited. Only safety cutting tools with shielded blades may be used.

____31. Life jackets must be worn when working on boats or on docks or wooden structures without railings where there is a risk of falling into water.

____32. Contractors must comply with all Covid-19 related requirements applicable to the work.

Contractor Critical Behavior Inventory

_____ 1.1 PREJOB INSPECTION AND PLANNING. It is not enough to identify hazards; we also have to decide how to eliminate identified hazards before starting the job.

_____ 1.2 COMMUNICATION. Considered safe when all workers involved have been notified of any work to be done, and signs or signals are understood by all.

_____ 1.3 BARRIERS AND GUARDS. Open holes are not left unattended, appropriate fencing or hazard tape is placed around the work area, removal of guarding is conducted after de-energizing of hazardous energy, and guarding is reinstalled after the work is complete.

_____ 2.1 LOCKOUT/TAGOUT. Considered safe when all energy sources have been eliminated and verified.

_____ 2.3 ELEVATED WORK. Considered safe when all workers working at a height greater than 4-feet are fully protected from a fall. When the individual is working below 4 feet, the individual maintains three point contact at all times if using a ladder and not tied off. If the individual is working above four feet on a ladder, the individual must be tied off AND the ladder must be tied to something structurally secure

_____ 2.4 EYES ON PATH. Considered safe when worker always looks where they are going, making sure that they avoid or clear away objects in their path that would cause them to trip, fall, or run into something or someone.

_____ 2.5 EYES & MIND ON TASK. Keeps eyes on task, especially when working near pinch points or moving equipment. Does not allow distractions while equipment is running.

_____ 2.6 ASCENDING/DESCENDING. Exercise caution and utilizes handrails when ascending or descending stairs, ladders, ramps and vehicles. Items carried do not prevent person from maintaining contact with structure.

_____ 2.7 ASSISTANCE. Considered safe when physical, verbal, or mechanical assistance is used to complete a task.

_____ 2.8 LINE OF FIRE. Understanding proper body location in reference to possible falling, flying or energy releasing equipment.

_____2.9 BALANCE, TRACTION AND GRIP. Considered safe when the risks of a fall, slip, or trip have been reduced.

_____3.1 HOUSEKEEPING. Considered safe when the work area is in a clean, organized condition – continually, not just on occasion.

_____3.2 EXTREME TEMPERATURE. Considered safe when a worker takes adequate precautions to avoid extreme heat or extreme cold, such as working in >80°F or <40°F temperatures.

_____3.3 OFFICE SAFETY. Considered safe when employees are performing office tasks hazard free.

_____4.1 TOOLS, EQUIPMENT SELECTION AND USE. Considered safe when tools and equipment being used fit the task and are in good condition.

_____4.2 PERSONAL PROTECTIVE EQUIPMENT. Considered safe when personal protective equipment is used to effectively defend against work place hazards.

_____4.3 VEHICLE OPERATION. Considered safe when authorized operators have been trained, they follow

operational procedures, the equipment is in good repair, and the operator is alert and cautious. Seat belts are worn.

_____5.1 AWKWARD WRIST/ARM POSTURE. This behavior is considered safe when the worker maintains the wrist in a neutral position, such as the handshake position.

_____5.2 AWKWARD BACK POSTURE. This behavior is considered safe when the workers maintain the neutral "S" curve of the back. Use good lifting techniques by bending at the knees, lifting with legs, avoid twisting and keep the load close to the body.

_____5.3 AWKWARD HEAD/NECK POSTURE. This behavior is considered safe when the worker ensures the head is facing forward and in a neutral position.

_____5.4 OVER-EXERTION. This behavior is considered safe when arms and feet are anchored in a strength position and not stretched out or over-extended. Such as pulling down on a 36" pipe wrench.

_____5.5 REPETITIVE/STATIC MOTION. This behavior is considered safe when a worker frequently returns their body to the neutral position. Such as opening a valve using a wrench or standing by a machine for an extended period, worker takes repeated rests.

_____5.6 CONTACT STRESS. This behavior is considered safe when the worker avoids prolonged resting, pressing, or bracing against hard edges or surfaces. Such as leaning on piping to open a flange.

_____5.7 LIFTING. This behavior is considered safe when the worker uses correct lifting techniques to minimize stress on their back.

_____5.8 COMPUTER USE. Considered safe when worker has properly adjusted their workstation to fit themselves, and regularly takes mini-breaks, stretches, and/or occasionally changes position.

I have read and understood the above guidelines and agree to follow them..

A copy of the entire document shall be offered to the contractor for reference of Cargill requirements.

PLEASE PRINT CLEARLY

Contractor Company Name: _____

Contractor Employee Signature: _____ Date: _____

Employee Name (Please Print): _____

Exhibit F-1

Form of Quitclaim Deed to Cargill, Incorporated

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Attention:

Escrow No.
Order No.

Assessor's Parcel Nos.: SPACE FOR RECORDER'S USE ONLY
054-310-060, 055-400-580-1, 055-400-590-0,
055-400-520-7, 055-400-510-8

QUITCLAIM OF TEMPORARY CONSTRUCTION EASEMENT DEED

This Quitclaim of Temporary Construction Easement Deed (the "Quitclaim Deed") is made this __ day of _____, 202x by and between SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district ("Grantor") and CARGILL, INCORPORATED, a Delaware corportation ("Grantee"), with reference to the following facts:

A. Grantee is the fee owner of the real property described in Exhibit "A" attached hereto (the "Servient Estate");

B. Grantor, Grantee and Cargill Point, LLC, a Delaware limited liability company, entered into that certain unrecorded Temporary Construction Easement and Agreement dated _____, __, 2021 (the "TCE Agreement"), by which Grantee agreed to grant a "Temporary Construction Easement" as defined in the TCE Agreement over a portion of the Servient Estate defined and described in the TCE Agreement as the "TCE Area" for the limited purposes stated in the TCE Agreement;

C. Grantor and Grantee agree to terminate the Temporary Construction Easement over the TCE Area within the Servient Estate created by the TCE Agreement and to terminate the TCE Agreement in its entirety with respect to the Servient Estate;

D. Grantor agrees to quitclaim to Grantee all right, title and interest in and to the Temporary Construction Easement and TCE Agreement over any portion of the Servient Estate, including the TCE Area.

E. Grantor does not agree to quitclaim to Grantee its right, title and interest in and to any easements granted to it in that certain Drainage Easement Agreement recorded on _____, 202x, as instrument number _____, in Book ___, Page ____ of the Official Records of the County of San Mateo, State of California (the "Official Records"), or its right, title and interest in and to any easements granted to it or restated and amended in that certain Restated and Amended Easement Agreement recorded on _____, 202x, as instrument number _____, in Book _____, Page ____ of the Offical Records.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GRANTOR

hereby REMISES, RELEASES AND QUITCLAIMS to

GRANTEE

Any and all right, title and interest in and to the Temporary Construction Easement created by the TCE Agreement passing over any portion of the Servient Estate, which is the real property described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, GRANTOR has executed this Quitclaim Deed as of the ___ day of _____.

GRANTOR

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district

By: _____

Name:

Title:

EXHIBIT A TO FORM OF QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

The following real property in the County of San Mateo, State of California:

PARCEL ONE:

BEING A PORTION OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET"; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF SAID PARCEL 4, SOUTH 47° 00' 52" EAST 300.78 FEET; THENCE LEAVING SAID EASTERLY LINE OF SAID PARCEL 4, ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 01' 38" WEST 1,257.05 FEET;
2. SOUTH 01° 24' 10" WEST 2,117.30 FEET;
3. SOUTH 14° 05' 12" EAST 417.42 FEET;
4. SOUTH 28° 34' 01" WEST 205.88 FEET;
5. SOUTH 62° 39' 48" WEST 247.90 FEET;
6. SOUTH 27° 20' 12" EAST 60.00 FEET;
7. SOUTH 88° 58' 22" EAST 205.95 FEET;
8. SOUTH 11° 54' 38" WEST 102.72 FEET;
9. NORTH 76° 56' 39" WEST 197.10 FEET;
10. SOUTH 83" 45' 49" WEST 58.06 FEET;

THENCE NORTH 01° 03' 34" EAST 134.44 FEET TO AN EASTERLY CORNER OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. NORTH 01° 03' 34" EAST 1,302.58 FEET;
2. NORTH 01° 02' 25" EAST 2,703.40 FEET;
3. NORTH 01° 02' 25" EAST 408.37 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;

THENCE ALONG SAID EASTERLY LINE, SOUTH 09° 42' 48" EAST 152.82 FEET TO THE POINT OF BEGINNING.

APN: 055-400-510-8 JPN: 055-40-400-40A
055-400-520-7 JPN: 055-40-400-14A AND 14.01A
AND 055-400-590-0 JPN: 055-40-400-40A

PARCEL TWO:

A STRIP OF LAND 10 FEET WIDE, LYING 5 FEET ON EACH SIDE OF AN EXISTING PIPELINE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE MOST WESTERN LINE OF THE ABOVE DESCRIBED TRACT DISTANT ALONG SAID LINE NORTH 11° 54' 38" EAST, 24.97 FEET FROM THE SOUTHERN TERMINUS OF SAID LINE BOUNDARY THENCE ALONG THE FOLLOWING COURSES: THENCE, SOUTH 73° 23' 07" EAST, 1047.62, THENCE, NORTH 85° 57' 36" EAST, 75.61 FEET, THENCE, SOUTH 79° 56' 14" EAST, 82.93 FEET, THENCE, SOUTH 66° 33' 31" EAST, 151.06, THENCE, SOUTH 72° 31' 52" EAST, 924.67 FEET, THENCE, SOUTH 65° 35' 48" EAST, 1,343.91 FEET, THENCE SOUTH 69° 44' 06" EAST, 66.14 FEET, THENCE, SOUTH 78° 33' 13" EAST, 112.48 FEET, THENCE, SOUTH 68° 47' 01" EAST, 137.92 FEET, THENCE, SOUTH 74° 44' 50" EAST 96.79 FEET, THENCE, SOUTH 79° 45' 36" EAST 447.98 FEET, THENCE, SOUTH 83° 09' 39" EAST, 146.37 FEET, THENCE, SOUTH 78° 44' 37" EAST, 152.60 FEET, THENCE, SOUTH 82° 15' 16" EAST, 114.41 FEET, THENCE, SOUTH 79° 16' 01" EAST, 411.76 FEET, THENCE, SOUTH 83° 57' 47" EAST, 245.14 FEET, THENCE, SOUTH 78° 14' 03" EAST, 170.11 FEET, THENCE, SOUTH 84° 02'22" EAST, 98.95 FEET, THENCE SOUTH 89° 55' 58" EAST, 181.28 FEET, THENCE, NORTH 86°43' 13" EAST, 99.92 FEET, THENCE, SOUTH 89° 35' 08" EAST, 1398.73 FEET, THENCE, SOUTH 86° 37' 53" EAST, 113.35 FEET, THENCE, NORTHEASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86° 59' 49", A RADIUS OF 110.48 FEET, AND AN ARC LENGTH OF 167.75 FEET, THENCE, NORTH 6° 22' 18" EAST, 174.91 FEET, THENCE, NORTH 6°19' 08" WEST, 298.81 FEET, THENCE, NORTH 14° 08' 18" WEST, 191.23 FEET, THENCE, NORTH 1° 59' 35" WEST, 178.03 FEET, THENCE NORTH 9° 14' 15" EAST, 51.43 FEET, THENCE 2° 45' 58" EAST, 191.31 FEET, THENCE, NORTH 0° 12' 50" EAST, 179.76 FEET, THENCE, NORTH 4° 12' 46" EAST, 240.39 FEET, THENCE, NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 57° 06' 48", A RADIUS OF 246.31 FEET, AN ARC LENGTH OF 245.52 FEET, AND WHOSE ALONG CHORD BEARS NORTH 33° 05' 36" EAST, 235.48 FEET, THENCE, NORTH 84° 33' 37" EAST, 55.93 FEET, THENCE, SOUTH 81° 29' 46" EAST, 225.81 FEET, THENCE, NORTH 88° 09' 19" EAST, 118.45 FEET, THENCE, SOUTH 89° 12' 36" EAST, 1783.39 FEET, NORTHEASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 56° 41' 42", A RADIUS OF 268.79 FEET, AND AN ARC LENGTH OF 265.97 FEET, THENCE NORTH 34° 05" 42" EAST, 219.99 FEET, NORTHEASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 39° 47' 41", A RADIUS OF 180.76 FEET, AND AN ARC LENGTH OF 125.55 FEET, THENCE, NORTH 5° 41' 59" WEST, 180.42 FEET, TO THE INTERSECTION WITH THE EASTERLY BOUNDARY OF THE ABOVE-DESCRIBED TRACT (159), AT A POINT DISTANT THEREON SOUTH 7° 48' 14" EAST, 5.82 FEET FROM THE NORTHERN TERMINUS THEREON.

APN: 055-400-580-1 JPN: 055-040-400-40A

PARCEL THREE:

BEING A PORTION OF PARCEL A, AS SHOWN ON PARCEL MAP 2000-4, RECORDED ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, AND AS SHOWN ON RECORD OF SURVEY, R/S NO. 1917, RECORDED ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS PARCEL 4, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THE COURSE THAT READS "NORTH 09° 42' 48" WEST 225.20 FEET";

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID COURSE, NORTH 09° 42' 48" WEST 152.82 FEET TO A POINT ON THE EASTERLY LINE OF THE CITY BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID CITY BOUNDARY LINE ALONG THE FOLLOWING COURSES:

1. SOUTH 01° 02' 25" WEST 408.37 FEET;
2. SOUTH 01° 02' 25" WEST 2,703.40 FEET;
3. SOUTH 01° 03' 34" WEST 1,302.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 03' 34" WEST 134.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHERLY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 83° 45' 49" WEST 8.55 FEET;
2. NORTH 66° 48' 45" WEST 1,365.24 FEET;
3. NORTH 87° 31' 21" WEST 582.31 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE CITY BOUNDARY LINE BOUNDARY LINE

BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK, ALONG THE FOLLOWING COURSES:

1. NORTH 00° 45' 25" EAST 153.78 FEET;
2. SOUTH 89° 14' 35" EAST 132.22 FEET;
3. SOUTH 71° 58' 35" EAST 1,158.74 FEET;
4. SOUTH 70° 08' 35" EAST 650.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 054-310-060 JPN: 054-031-311-06A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ _____

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit F-2

Form of Quitclaim Deed to Cargill Point, LLC

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Attention:

Escrow No.
Order No.

Assessor's Parcel Nos.: SPACE FOR RECORDER'S USE ONLY
054-300-230-7, 054-310-100-0, 054-310-120-8,
054-310-140-6, 054-310-160-4

QUITCLAIM OF TEMPORARY CONSTRUCTION EASEMENT DEED

This Quitclaim of Temporary Construction Easement Deed (the "Quitclaim Deed") is made this __ day of _____, 202x by and between SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district ("Grantor") and CARGILL POINT, LLC, a Delaware limited liability company ("Grantee"), with reference to the following facts:

A. Grantee is the fee owner of the real property described in Exhibit "A" attached hereto (the "Servient Estate");

B. Grantor, Grantee and Cargill, Incorporated, a Delaware corporation, entered into that certain unrecorded Temporary Construction Easement and Agreement dated _____, __, 2021 (the "TCE Agreement"), by which Grantee agreed to grant a "Temporary Construction Easement" as defined in the TCE Agreement over a portion of the Servient Estate defined and described in the TCE Agreement as the "TCE Area" for the limited purposes stated in the TCE Agreement;

C. Grantor and Grantee agree to terminate the Temporary Construction Easement over the TCE Area within the Servient Estate created by the TCE Agreement and to terminate the TCE Agreement in its entirety with respect to the Servient Estate;

D. Grantor agrees to quitclaim to Grantee all right, title and interest in and to the Temporary Construction Easement and TCE Agreement over any portion of the Servient Estate, including the TCE Area.

E. Grantor does not agree to quitclaim to Grantee its right, title and interest in and to any easements granted to it in that certain Drainage Easement Agreement recorded on _____, 202x, as instrument number _____, in Book ___, Page ____ of the Official Records of the County of San Mateo, State of California (the "Official Records"), or its right, title and interest in and to any easements granted to it or restated and amended in that certain Restated and Amended Easement Agreement recorded on _____, 202x, as instrument number _____, in Book _____, Page ____ of the Offical Records.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GRANTOR

hereby REMISES, RELEASES AND QUITCLAIMS to

GRANTEE

Any and all right, title and interest in and to the Temporary Construction Easement created by the TCE Agreement passing over any portion of the Servient Estate, which is the real property described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the ___ day of _____.

GRANTOR

SAN MATEO COUNTY FLOOD AND SEA LEVEL RISE RESILIENCY DISTRICT, an independent special district

By: _____

Name:

Title:

EXHIBIT A TO FORM OF QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

The following real property in the County of San Mateo, State of California:

BEING A PORTION OF LAND CONVEYED BY STAUFFER CHEMICAL COMPANY TO LESLIE SALT CO. BY DEED RECORDED NOVEMBER 26, 1940 IN VOLUME 925, PAGE 374, SAN MATEO COUNTY OFFICIAL RECORDS, TOGETHER WITH A PORTION OF THE LAND CONVEYED TO LESLIE SALT CO. BY REDWOOD CITY HARBOR COMPANY BY DEED RECORDED APRIL 27, 1946 IN VOLUME 1275, PAGE 106, SAN MATEO COUNTY OFFICIAL RECORDS AND A PORTION OF THE LAND DESIGNATED PARCEL SM-4 IN THE CONFIRMATORY PATENT FROM THE STATE OF CALIFORNIA TO LESLIE SALT CO. RECORDED FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 126, SAN MATEO COUNTY OFFICIAL RECORDS AND BEING DESCRIBED AS FOLLOWS:

BEING PARCEL A OF PARCEL MAP 2000-4, FILED FOR RECORD ON JULY 14, 2000 IN BOOK 72 OF PARCEL MAPS, PAGES 97 THROUGH 99, SAN MATEO COUNTY OFFICIAL RECORDS, PARCEL B OF PARCEL MAP 2003-04, FILED FOR RECORD ON DECEMBER 03, 2003 IN VOLUME 75 OF PARCEL MAPS, PAGES 37 AND 38, SAN MATEO COUNTY OFFICIAL RECORDS AND A PORTION OF PARCEL 4 OF THAT PARCEL MAP FILED FOR RECORD ON JULY 10, 1973 IN BOOK 21 OF PARCEL MAPS, PAGE 21, SAN MATEO COUNTY OFFICIAL RECORDS AND AS SAID PARCELS ARE SHOWN ON THAT RECORD OF SURVEY, R/S NO. 1917, FILED FOR RECORD ON AUGUST 22, 2008 IN BOOK 32 OF L.L.S. MAPS, PAGES 13 THROUGH 21, SAN MATEO COUNTY OFFICIAL RECORDS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL C OF SAID PARCEL MAP 2000-4, SAID POINT OF BEGINNING ALSO BEING ON THE EASTERLY BOUNDARY OF PARCEL 3, AS DESCRIBED IN THE DEED FROM LESLIE SALT COMPANY TO PACIFIC GAS & ELECTRIC COMPANY, RECORDED IN BOOK 122, PAGE 258, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY BOUNDARY LINE AND ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL CONVEYED BY REDWOOD CITY HARBOR COMPANY TO PACIFIC GAS & ELECTRIC COMPANY BY DEED RECORDED IN BOOK 120, PAGE 333, SAN MATEO COUNTY OFFICIAL RECORDS, SAID EASTERLY BOUNDARY LINES ALSO BEING THE WESTERLY BOUNDARY LINE OF SAID PARCEL A OF SAID PARCEL MAP 2000-4; THENCE ALONG SAID WESTERLY LINE OF PARCEL A, ALONG THE FOLLOWING COURSES:

1. NORTH 02°56'45" EAST 993.73 FEET;
2. NORTH 16°41'35" EAST 744.95 FEET;
3. NORTH 13°24'35" EAST 852.15 FEET;
4. NORTH 17°23'41" EAST 799.55 FEET;
5. NORTH 15°16'57" EAST 161.10 FEET TO THE SOUTHWEST CORNER OF PARCEL B OF SAID PARCEL MAP 2003-04;

THENCE CONTINUING ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARY LINES OF SAID PARCEL B, ALONG THE FOLLOWING COURSES:

1. NORTH 15°16'57" EAST 642.36 FEET;
2. NORTH 18°26'46" EAST 791.29 FEET;
3. NORTH 21°34'57" EAST 1,586.32 FEET;
4. NORTH 25°13'57" EAST 20.59 FEET;
5. SOUTH 67°51'36" EAST 1,571.18 FEET;
6. NORTH 22°08'24" EAST 33.52 FEET;
7. NORTH 64°44'10" EAST 740.34 FEET;
8. NORTH 24°56'35" WEST 1.00 FEET;
9. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 24°56'36" WEST AND A RADIUS OF 546.68 FEET THROUGH A CENTRAL ANGLE OF 62°56'14" FOR AN ARC LENGTH OF 600.51 FEET;
10. SOUTH 86°55'42" WEST 2,515.64 FEET;
11. NORTH 21°05'45" EAST 136.32 FEET;
12. NORTH 02°48'28" WEST 168.76 FEET;
13. NORTH 20°53'50" WEST 117.70 FEET;
14. NORTH 39°48'20" WEST 78.10 FEET;
15. NORTH 53°43'00" WEST 214.60 FEET;
16. NORTH 77°20'04" WEST 143.34 FEET;
17. NORTH 43°08'30" WEST 182.19 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL G (WESTPOINT SLOUGH) DESCRIBED IN DEED FROM LESLIE SALT CO. TO THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 109, SAN MATEO COUNTY OFFICIAL RECORDS; SAID BOUNDARY LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL B; THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL B, ALONG THE FOLLOWING COURSES;

1. SOUTH 68°37'59" EAST 236.80 FEET;
2. NORTH 75°15'24" EAST 117.90 FEET;
3. SOUTH 62°14'29" EAST 300.60 FEET;
4. SOUTH 48°20'36" EAST 206.10 FEET;
5. SOUTH 12°15'14" EAST 226.20 FEET;
6. SOUTH 04°41'09" WEST 122.40 FEET;
7. SOUTH 21°05'45" WEST 211.40 FEET;
8. SOUTH 39°06'23" WEST 220.40 FEET;
9. SOUTH 46°42'22" WEST 166.20 FEET;
10. SOUTH 58°50'27" WEST 201.00 FEET;
11. NORTH 72°01'51" WEST 77.80 FEET;
12. SOUTH 46°53'36" WEST 171.20 FEET;
13. SOUTH 58°12'46" WEST 167.10 FEET;
14. SOUTH 78°32'00" WEST 573.50 FEET;
15. SOUTH 76°51'32" WEST 791.73 FEET;
16. SOUTH 54°53'17" WEST 547.66 FEET;

17. SOUTH 39°36'53" WEST 384.24 FEET;
18. SOUTH 25°48'00" WEST 406.55 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL B;

SAID CORNER ALSO BEING A POINT ON THE EASTERLY LINE OF SAID PARCEL A; SAID EASTERLY LINE ALSO BEING THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL G (WESTPOINT SLOUGH) DESCRIBED IN DEED FROM LESLIE SALT CO. TO THE STATE OF CALIFORNIA, RECORDED ON FEBRUARY 01, 1968 IN VOLUME 5426, PAGE 109, SAN MATEO COUNTY OFFICIAL RECORDS; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL A, ALONG THE FOLLOWING COURSES:

1. SOUTH 25°48'00" WEST 229.89 FEET;
2. SOUTH 16°49'17" EAST 89.84 FEET;
3. SOUTH 14°40'15" WEST 240.85 FEET;
4. SOUTH 59°55'53" WEST 109.77 FEET;
5. NORTH 20°21'12" WEST 66.13 FEET;
6. SOUTH 79°46'40" WEST 61.98 FEET;
7. SOUTH 31°27'51" WEST 78.55 FEET;
8. SOUTH 20°00'20" EAST 219.23 FEET;
9. SOUTH 88°17'43" EAST 168.07 FEET;
10. SOUTH 42°06'44" EAST 238.60 FEET;
11. SOUTH 09°14'08" WEST 124.62 FEET; .
12. SOUTH 33°41'24" EAST 137.01 FEET;
13. SOUTH 02°54'39" WEST 59.08 FEET;
14. SOUTH 44°26'57" EAST 147.08 FEET;
15. SOUTH 62°50'06" EAST 512.53 FEET;
16. NORTH 23°37'45" EAST 384.21 FEET;
17. NORTH 10°22'09" WEST 238.90 FEET;
18. NORTH 63°56'47" WEST 50.09 FEET;
19. SOUTH 62°49'32" WEST 210.20 FEET;
20. NORTH 64°49'56" WEST 91.71 FEET;
21. NORTH 30°19'56" WEST 217.82 FEET;
22. SOUTH 69°36'39" WEST 120.55 FEET;
23. NORTH 31°28'37" WEST 57.45 FEET;
24. NORTH 46°06'06" EAST 147.11 FEET;
25. NORTH 25°04'03" WEST 273.79 FEET;
26. NORTH 04°19'15" EAST 225.64 FEET;
27. NORTH 22°45'54" EAST 364.39 FEET;
28. NORTH 35°05'21" EAST 193.09 FEET;
29. NORTH 53°11'02" EAST 427.20 FEET;
30. NORTH 67°54'13" EAST 252.55 FEET;
31. NORTH 89°32'56" EAST 254.01 FEET;
32. SOUTH 71°27'07" EAST 160.33 FEET;
33. SOUTH 08°07'44" EAST 47.20 FEET;
34. SOUTH 15°05'35" WEST 137.00 FEET;

35. SOUTH 04°01'42" EAST 142.40 FEET;
36. SOUTH 14°20'08" EAST 185.80 FEET;
37. SOUTH 26°44'59" EAST 277.70 FEET;
38. SOUTH 29°28'45" EAST 668.60 FEET;
39. SOUTH 30°45'00" EAST 183.90 FEET;
40. SOUTH 49°03'21" EAST 579.90 FEET;
41. SOUTH 82°19'59" EAST 472.20 FEET;
42. NORTH 86°19'35" EAST 515.10 FEET;
43. NORTH 69°21'23" EAST 459.50 FEET;
44. NORTH 40°34'43" EAST 275.20 FEET;
45. NORTH 55°48'09" EAST 313.10 FEET;
46. NORTH 20°28'49" WEST 88.60 FEET;
47. NORTH 25°06'54" EAST 176.70 FEET;
48. NORTH 82°06'15" EAST 138.30 FEET;
49. NORTH 76°42'41" EAST 204.50 FEET;
50. SOUTH 72°33'26" EAST 347.00 FEET;
51. SOUTH 64°27'15" EAST 150.70 FEET;
52. SOUTH 67°49'47" EAST 490.30 FEET;
53. SOUTH 63°04'34" EAST 214.20 FEET;
54. SOUTH 83°00'03" EAST 275.53 FEET TO A POINT ON THE EASTERLY LINE (QUARTER SECTION LINE) OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN;

SAID QUARTER SECTION LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL A AND SAID QUARTER SECTION LINE ALSO BEING COINCIDENT WITH THE BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK; THENCE ALONG SAID BOUNDARY LINE AND QUARTER SECTION LINE, SOUTH 01°02'25" WEST 1,555.84 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, SOUTH 20°59'35" WEST 39.57 FEET; THENCE SOUTH 09°42'48" EAST 72.38 FEET TO A POINT ON THE ABOVE DESCRIBED QUARTER SECTION LINE; THENCE CONTINUING ALONG SAID QUARTER SECTION LINE AND CITY BOUNDARY LINE, ALONG THE FOLLOWING COURSES:

1. SOUTH 01°02'25" WEST 408.37 FEET;
2. SOUTH 01°02'25" WEST 2,703.40 FEET;
3. SOUTH 01°03'34" WEST 1,302.58 FEET;

THENCE LEAVING SAID QUARTER SECTION LINE AND CONTINUING ALONG THE CITY BOUNDARY LINE, ALONG THE FOLLOWING COURSES:

1. NORTH 70°08'35" WEST 650.25 FEET;
2. NORTH 71°58'35" WEST 1,158.74 FEET;
3. NORTH 89°14'35" WEST 132.22 FEET;
4. SOUTH 00°45'25" WEST 153.78 FEET TO THE INTERSECTION OF THE BOUNDARY LINE BETWEEN THE CITY OF REDWOOD CITY AND THE CITY OF MENLO PARK AND THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL A, ALONG THE FOLLOWING COURSES:

1. NORTH 87°31'21" WEST 1,837.84 FEET;
2. NORTH 87°49'20" WEST 1,774.93 FEET;
3. NORTH 66°40'20" WEST 316.05 FEET;
4. NORTH 80°37'00" WEST 2,361.63 FEET;
5. NORTH 64°33'11" WEST 1,256.85 FEET;
6. NORTH 20°26'55" EAST 18.00 FEET;
7. NORTH 64°45'00" WEST 370.02 FEET;
8. NORTH 39°12'39" WEST 157.10 FEET;
9. NORTH 66°48'32" WEST 90.03 FEET TO A POINT ON THE EASTERLY LINE OF EAST BAYSHORE ROAD;

THENCE ALONG SAID EASTERLY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 67°40'52" EAST AND A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 43°39'37" FOR AN ARC LENGTH OF 67.06 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL C OF SAID PARCEL MAP 2000-4; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL C, NORTH 31°53'16" WEST 159.26 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 577.46 FEET THROUGH A CENTRAL ANGLE OF 25°46'08" FOR AN ARC LENGTH OF 259.71 FEET TO THE POINT OF BEGINNING.

APN: 054-300-230-7 JPN: 054-30-300-23A AND 054-31-310-15A
054-300-670-4 JPN: 054-30-300-24A
054-310-100-0 JPN: 054-31-310-10A
054-310-120-8 JPN: 054-31-310-12A
054-310-140-6 JPN: 054-31-310-14A
AND 054-310-160-4 JPN: 054-31-310-15A AND 15.01A, 054-30-300-23.01A AND 054-30-300-23.02A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

_____ _____

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

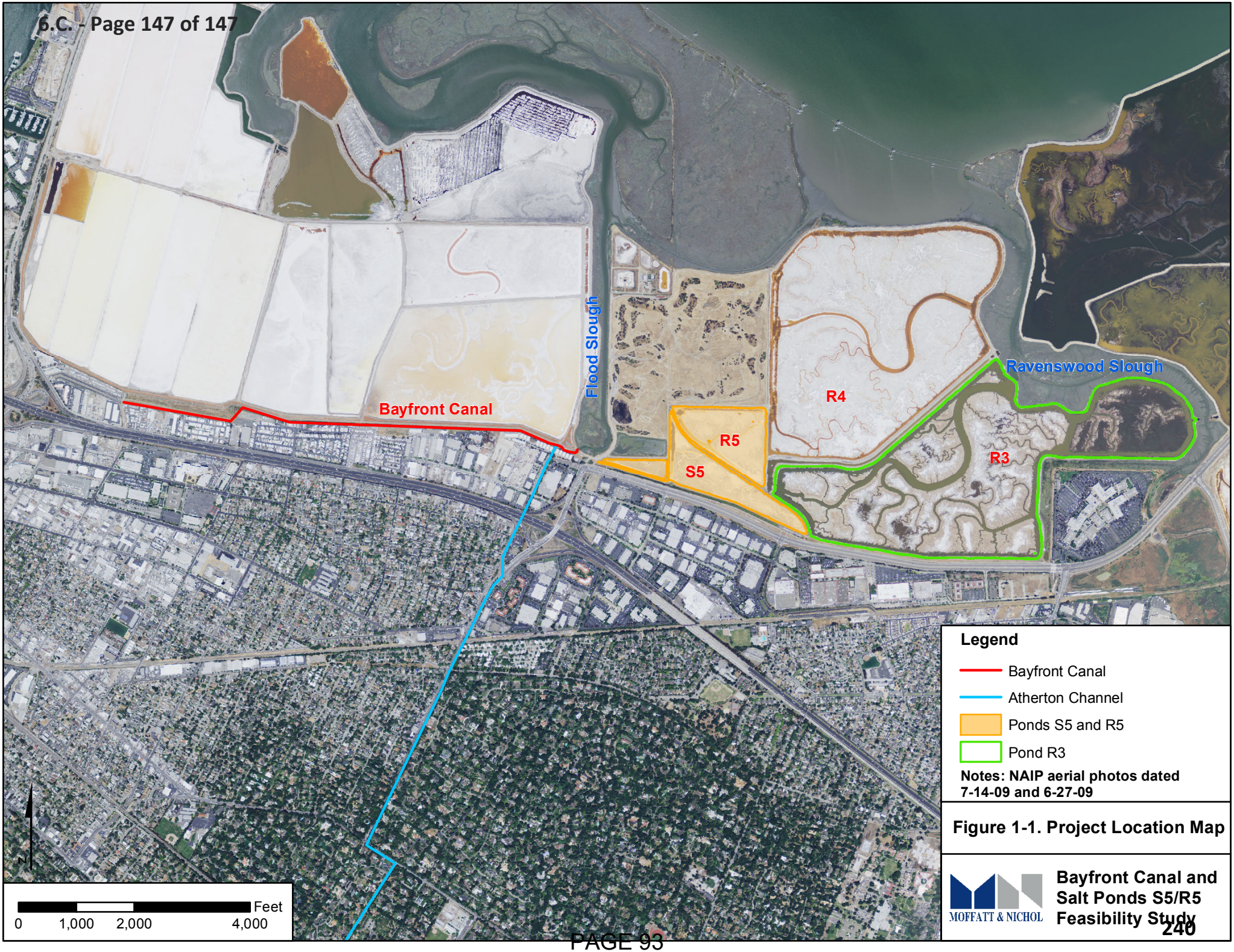


Figure 1-1. Project Location Map

MOFFATT & NICHOL

Bayfront Canal and Salt Ponds S5/R5 Feasibility Study

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Waive second reading and adopt Zoning Ordinance amendments to comply with State law and reduce barriers to child care by increasing locations where child care is allowed and streamlining the child care review process

RECOMMENDATION

Waive second reading and adopt an ordinance implementing zoning amendments related to child care regulations for large family child care homes, child care centers, and child care development standards.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

On March 22, 2021, the City Council introduced (7-0) amendments to the Zoning Ordinance related to the City's child care related zoning amendments. The March 22 staff report explains the revisions as originally proposed is attached to this report (Attachment B). The following is a summary of the approved zoning amendments:

- Allow large family child care homes with up to 14 children by right as required by State law.
- Allow child care centers in residential zoning districts with a Use Permit. This includes conversions of single-family homes.
- Prohibit large commercial signage for child care centers in residential areas.
- Allow child care centers serving up to 60 children by right in mixed-use and commercial zoning districts.
- Require a Use Permit for child care centers serving 61 or more children in mixed-use and commercial zoning districts.

- Allow child care centers by right when accessory to a school or church.
- Require permanent play equipment to meet underlying zoning setbacks and prohibit permanent play equipment in the front yard.
- Develop parking standard for child care centers.

ANALYSIS

At the March 22, 2021 hearing, the City Council revised the draft ordinance to reduce the number of required visitor parking spaces for child care centers. Section 30.5.D would be amended as follows:

As proposed on March 22, 2021:
One (1) parking space is required per employee, plus 1 additional space for every 10 employees.

As introduced by City Council:
One (1) parking space is required per employee, plus 1 additional space for every 15 employees.

If adopted, this ordinance will be effective 30 days from this action (May 12, 2021).

FISCAL IMPACT

Zoning text amendments were developed with existing staff resources; no budget modification is required.

ENVIRONMENTAL REVIEW

The proposed child care zoning text amendments have been reviewed under the California Environmental Quality Act (CEQA), including the CEQA Guidelines. The proposed changes implement the General Plan and were analyzed as part of the General Plan EIR. The proposed zoning amendments would result in less than significant impacts, and no new or more severe impacts would occur. No further environmental review is required. Further analysis is included in a CEQA memo included as an Attachment to the March 22, 2021 staff report.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting

ALTERNATIVES

1. Reintroduce the ordinance with further changes.
2. Do not adopt the ordinance.

ATTACHMENTS

Attachment A – Child Care Ordinance
Attachment B – March 22, 2021 City Council Staff Report

REPORT PREPARED BY:

Apollo Rojas, Senior Planner
arojas@redwoodcity.org
(650) 780-7365

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ZONING ORDINANCE ARTICLE 2 (DEFINITIONS), ARTICLE 5 (RH (RESIDENTIAL – HILLSIDE) AND R-1 (RESIDENTIAL—SINGLE-FAMILY) DISTRICTS), ARTICLE 6 (R-2 (RESIDENTIAL—DUPLEX) DISTRICT), ARTICLE 8 (R-3 (MULTI-FAMILY—LOW DENSITY) DISTRICT), ARTICLE 9 - R-4 (MULTI-FAMILY—MEDIUM DENSITY) DISTRICT, ARTICLE 10 (R-5 (MULTI-FAMILY—HIGH DENSITY) DISTRICT), ARTICLE 11 (PO (PROFESSIONAL OFFICE) DISTRICT), ARTICLE 12 (CO (COMMERCIAL OFFICE) DISTRICT), ARTICLE 13 (CN (NEIGHBORHOOD COMMERCIAL) DISTRICT), ARTICLE 14 (CB (CENTRAL BUSINESS) DISTRICT), ARTICLE 15 (CG (GENERAL COMMERCIAL) DISTRICT), ARTICLE 16 (CP (COMMERCIAL PARK) DISTRICT), ARTICLE 30 (OFF-STREET PARKING AND LOADING), ARTICLE 39 (CHILD CARE FACILITIES), ARTICLE 53 (MIXED-USE CORRIDOR ZONING DISTRICT), ARTICLE 54 (MUN (MIXED-USE NEIGHBORHOOD) DISTRICT), ARTICLE 55 (MUT (MIXED-USE TRANSITIONAL) DISTRICT), AND ARTICLE 57 (MUW (MIXED-USE WATERFRONT) REGARDING LARGE FAMILY CHILD CARE HOMES, CHILD CARE CENTERS, AND CHILD CARE USES

WHEREAS, the City Council of the City of Redwood City is empowered to amend the Zoning Ordinance. Modifications to the various Articles listed herein, including allowing large family care homes by right, allowing small child care centers by right, allowing standalone child care centers in residential areas, and modifying child care parking standards, would further the purposes of the Zoning Ordinance and facilitate the implementation of State law by increasing the number of viable locations for child care and streamlining the review process to reduce barriers to producing new child care facilities; and

WHEREAS, on December 1, 2020, the Planning Commission held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider amendments to Zoning Ordinance Articles 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 30, 39, 53, 54, 55, 57 (collectively, the "Zoning Ordinance Amendments"); and

WHEREAS, on March 22, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance to consider the Zoning Ordinance Amendments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds that the proposed Zoning Ordinance Amendments are in the public interest and consistent with the Redwood City General Plan.

Section 3. The proposed Zoning Ordinance Amendments have been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The proposed changes implement the General Plan and were analyzed as part of the General Plan EIR, as further described in the CEQA memo attached to the staff report to the City Council.

Section 4. The City Council of the City of Redwood City hereby adopts the Zoning Ordinance Amendments as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 5. The City Council hereby declares every section, paragraph, sentence, clause and phrase of this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 6. Applicability. The Zoning Ordinance Amendments shall not apply to applications, which are deemed complete prior to the ordinance effective date.

Section 7. The City Clerk is directed to cause this ordinance to be published in the manner required by law.

Section 8. This ordinance shall go into effect 30 days following its adoption.

* * *

EXHIBIT "A"

ZONING ORDINANCE AMENDMENTS

[Article 2, Section 2.2 is amended as follows]

Article 2 - DEFINITIONS

2.2 - Definitions

~~*Child Care Center.* Any child care facility other than a small or large family child care home, typically including, but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.~~
[Incorporated into Child Care Facility, now Child Care Center]

Child Care *Center* ~~*Facility*~~. See Article 39 (Child Care). ~~A facility that provides non-medical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living, or for protection of the individual on less than a twenty-four (24)-hour basis. Child Care Facilities include Child Care Centers and Child Care Homes hereinafter defined.~~

~~*Child Care Home*. A home that regularly provides care, protection, and supervision of fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are absent. Child Care Homes may either be located in a detached single-family residence or in a multi-family unit. Child Care Homes shall include Small Family Child Care Homes and Large Family Child Care Homes, hereinafter defined (see Family Child Care Homes).~~

Family Child Care Home, Large. See Article 39 (Child Care). ~~A home~~ dwelling ~~that provides family child care for seven (7) to twelve (12) children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are absent. inclusive, including children under the age of ten (10) years who reside at the home, and a home that provides care for more than twelve (12) children and up to fourteen (14) children subject to the requirements Section 1597.465 of the State Health and Safety Code, as the same now exists or as hereafter amended.~~

Family Child Care Home, Small. See Article 39 (Child Care). ~~A home that provides family child care for six (6)~~ or fewer children, ~~subject to the requirements of Section 1597.44 of the State Health and Safety Code, as the same now exists or as hereafter amended.~~

Floor Area, Gross.

[No changes to subsection A]

B. Child Care Centers are excluded from the calculation of gross floor area as set forth in Article 39 (Child Care). ~~Child care facilities and/or independent nonprofit educational facilities open to the public within commercial and/or industrial developments of at least fifty thousand (50,000) square feet of building gross floor area shall not be included in the gross floor area of total building area for the purposes of calculating the floor area ratio, and are thus exempt from floor area ratio limitations, provided that the following conditions are met:~~

~~1. In the case of a child care facility, the subject facility shall include at least two thousand (2,000) square feet of indoor area, and at least three thousand (3,000) square feet of outdoor space and shall be of adequate size to accommodate at least forty (40) children;~~

~~2. The maximum floor area ratio exemption associated with the provision of a child care facility and/or an independent nonprofit educational facility open to the public shall not be greater than two (2) percent floor area ratio relative to the land area of the development;~~

~~3. A deed restriction shall be recorded on the property to ensure the long term use of the portion of the development for child care and/or independent nonprofit educational facility;~~

~~4. Any floor area ratio exemption granted pursuant to this subsection B of this Section may be awarded by the Planning Commission or the Zoning Administrator in conjunction with any permit issued pursuant to the Zoning Ordinance (No. 1130, as amended), based on the following findings:~~

~~a. The child care facility and/or independent nonprofit educational facility will be of benefit to the public,~~

~~b. The development design can accommodate the additional floor area.~~

[Moving to Section 39.4]

[No changes to subsections C-E]

[Article 5, Section 5.2 is amended as follows]

Article 5 - RH (RESIDENTIAL—HILLSIDE) AND R-1 (RESIDENTIAL—SINGLE-FAMILY) DISTRICTS

5.2 - Uses Allowed by District.

[No change to text preceding table]

Table 5-2 Uses in the RH and R-1 Zoning Districts	Specific Use Standards	RH and R-1
Residential		
Large Family Child Care Homes	See Article 39 (Child Care ~~Facilities~~)	A ~~C~~
Non-Residential		
Child Care Centers in conjunction with public or quasi-public uses	See Article 39 (Child Care ~~Facilities~~)	A ~~C~~
Child Care Centers	See Article 39 (Child Care)	C

[Table is otherwise unchanged]

[Article 6, Sections 6.3 and 6.4, are amended as follows]

Article 6 - R-2 (RESIDENTIAL—DUPLEX) DISTRICT

6.3 - Accessory Uses.

The following structures and uses are permitted in the R-2 District when accessory to and constructed or commenced concurrently with or subsequent to uses permitted under Sections 6.2 and 6.4:

[Subsections A-C are unchanged]

D. Family child care homes, ~~in accordance with the provisions of~~ as set forth in Article 39 (Child Care);
E. Child Care Centers in conjunction with public or quasi-public uses.

6.4 - Conditional Uses.
The following structures and uses are permitted in the R-2 District subject to first securing a ~~u~~Use ~~p~~Permit:

[Subsections A-C are unchanged]

D. Child Care Centers. ~~in conjunction with public or quasi-public uses;~~
~~E. Deleted September 26, 1991;~~

~~F. Large Family Child Care Home.~~

[Article 8, Sections 8.3 and 8.4, are amended as follows]

Article 8 - R-3 (MULTI-FAMILY—LOW DENSITY) DISTRICT

8.3 - Accessory Uses.

The following structures and uses are permitted in the R-3 District when accessory to and constructed or commenced concurrently with or subsequent to uses permitted under Sections 8.2 and 8.4:

[Subsections A-C are unchanged]

D. Family child care homes, ~~in accordance with the provisions of~~ as set forth in Article 39 (Child Care);
E. Child Care Centers in conjunction with public or quasi-public uses.

8.4 - Conditional Uses.

The following structures and uses are permitted in the R-3 District subject to first securing a ~~u~~Use ~~p~~Permit:

[Subsections A-D are unchanged]

E. Child Care Centers. ~~in conjunction with public or quasi-public uses;~~
~~F. Deleted September 26, 1991;~~
~~G. Large Family Child Care Home.~~

[Article 9, Sections 9.3 and 9.4 are amended as follows]

Article 9 - R-4 (MULTI-FAMILY—MEDIUM DENSITY) DISTRICT

9.3 – Accessory Uses.

The following structures and uses are permitted in the R-4 District when accessory to and constructed or commenced concurrently with or subsequent to uses permitted under Sections 9.2 and 9.4:

[Subsections A-B are unchanged]

C. Family child care homes, as set forth in Article 39; ~~Section 39.3.~~
D. Child Care Centers in conjunction with public or quasi-public uses.

9.4 - Conditional Uses.

The following structures and uses are permitted in the R-4 District subject to first securing a ~~u~~Use ~~p~~Permit therefor:

[Subsections A-J are unchanged]

~~K. Large Family Child Care Home.~~

[Article 10, Sections 10.3 and 10.4 are amended as follows]

Article 10 - R-5 (MULTI-FAMILY—HIGH DENSITY) DISTRICT

10.3 – Accessory Uses.

The following structures and uses are permitted in the R-5 District when accessory to and constructed or commenced concurrently with or subsequent to uses permitted under Sections 10.2 and 10.4:

[Subsections A-B are unchanged]

C. Family child care homes, as set forth in Article 39; ~~Section 39.3.~~
D. Child Care Centers in conjunction with public or quasi-public uses.

10.4 - Conditional Uses.

The following structures and uses are permitted in an R-5 District subject to first securing a ~~u~~Use ~~p~~Permit therefor:

[Subsections A-K are unchanged]

~~L. Large Family Child Care Home.~~

[Article 11, Sections 11.2, 11.3 and 11.4 are amended as follows]

Article 11 – PO (PROFESSIONAL OFFICE) DISTRICT

11.2 – Permitted Uses

[Subsections A-B are unchanged]

C. Family child care homes, within residential structures, as set forth in Article 39 (Child Care);
D. Child care centers of up to 60 children.

11.3 - Accessory Uses.
[Subsection A is unchanged]

B. Child care centers if the facilities are in conjunction with adjoining businesses ~~and primarily serve the employees of such businesses~~.

11.4 - Conditional Uses.

The following uses are permitted in the PO District subject to first securing a ~~u~~Use ~~p~~Permit therefor:

[Subsections A-I remain unchanged]

J. Child care centers of more than 60 children. ~~if the facilities are not in conjunction with adjoining businesses or do not primarily serve the employees of such businesses.~~

[Article 12, Section 12.2 is amended as follows]

Article 12 - CO (COMMERCIAL OFFICE) DISTRICT

12.2 – Use Regulations ~~[CO Zoning District]~~

[No change to text preceding table]

Table 12-1 Allowed Uses for Commercial Office Zoning District	P: A: C: —:	Permitted by Right Permitted as Accessory Use Conditional Use; Use Permit Required Not Allowed
Land Use		Specific Use Regulations
Personal & Business Services		
Child Care Centers ~~in conjunction with an adjoining business~~	P / C	Article 39 (Child Care ~~Facilities~~) A Use Permit is required for more than 60 children
~~Child Care Center Not in conjunction with adjoining business~~	~~C~~	~~Article 39 (Child Care)~~

[Table is otherwise unchanged]

[Article 13, Section 13.2 is amended as follows]

Article 13 - CN (NEIGHBORHOOD COMMERCIAL) DISTRICT

13.2 - Use Regulations.

[No change to text preceding table]

Table 13.2 Use Regulations for the CN Zoning District		
Land Use		Specific Uses Regulations
Public or Quasi Public Uses		
Child Care Centers ~~in conjunction with an adjoining business~~	P / C	Article 39 (Child Care ~~Facilities~~) A Use Permit is required for more than 60 children
~~Child Care Centers not in conjunction with an adjoining business~~	~~C~~	Article 39 ~~(Child Care Facilities)~~

[Table is otherwise unchanged]

[Article 14, Sections 14.2, 14.3 and 14.4 are amended as follows]

Article 14 - CB (CENTRAL BUSINESS) DISTRICT

14.2 - Permitted Uses.

The following uses are permitted in the CB District if conducted entirely within a building:

[Subsections A-I are unchanged; subsection J to be added by separate ordinance relating to Low Barrier Navigation Centers]

K. Child care centers of up to 60 children;

14.3 - Accessory Uses.
The following structures and uses are permitted in the CB District when accessory to a use permitted under Sections 14.2 and 14.4:

[Subsections A-B are unchanged]

C. Child care centers if the facilities are in conjunction with adjoining businesses, ~~and primarily serve the employees of such businesses~~

14.4 - Conditional Uses.

The following uses are permitted in the CB District subject to first securing a use permit therefor:

[Subsections A-J are unchanged]

K. Child care centers of more than 60 children; ~~if the facilities are not in conjunction with the adjoining businesses or do not primarily serve the employees of such businesses;~~

[Subsections L-M are unchanged]

[Article 15, Sections 15.2 and 15.4 are amended as follows]

Article 15 - CG (GENERAL COMMERICAL) DISTRICT

15.2 - Permitted Uses.

The following uses are permitted in the CG District if conducted entirely within a building:

[Subsections A-K are unchanged]

L. Child care centers of up to 60 children.

15.4 - Conditional Uses.

The following uses are permitted in the CG District subject to first securing a use permit therefor:

[Subsections A-O are unchanged]

P. Child care centers of more than 60 children; ~~if the facilities are not in conjunction with the adjoining businesses or do not primarily serve the employees of such businesses;~~

[Subsections Q-R are unchanged]

[Article 16, Section 16.2 is amended as follows]

Article 16 - CP (COMMERCIAL PARK) DISTRICT

[No change to text preceding table]

16.2 – Use Regulations ~~[CP Zoning District]~~

Table 16-1 Allowed Uses for Commercial Park Zoning District	P: A: C: —:	Permitted by Right Permitted as Accessory Use Conditional Use; Use Permit Required Not Allowed
Land Use		Specific Use Regulations
Personal & Business Services		

Child Care Center Not in conjunction with adjoining business	P/C	Article 39 (Child Care) A Use Permit is required for more than 60 children

[Table is otherwise unchanged]

[Article 30, Section 30.5 is amended as follows]

Article 30 – OFF STREET PARKING AND LOADING

30.5 - Required Number of Parking Spaces—Outside of the Downtown Parking Zone and Mixed-Use Zoning Districts.

[Subsections A-C are unchanged]

D. Miscellaneous Uses.

[Subsections 1-6 are unchanged]

7. Child Care Centers: One (1) parking space is required per employee, plus 1 additional space for every 15 employees.

[Article 39 is amended as follows]

Article 39 –CHILD CARE FACILITIES

39.1 - Purpose.

To promote child care uses in locations convenient to homes and employment centers that meet resident and employee needs while complying with State requirements. ~~To provide for the application of development and operational criteria and standards to assure the health, safety, peace, convenience, comfort, and general welfare of the public, and to comply with State of California requirements for child care facilities.~~

39.2 Definitions.

A. Small Family Child Care Home. A facility that provides care, protection, and supervision for eight or fewer children, including children under 10 years of age who reside at the home, as set forth in Health and Safety Code Section 1597.44 and as defined in implementing State regulations.
B. Large Family Child Care Home. A facility that provides care, protection, and supervision for 7 to 14 children, inclusive, including children under 10 years of age who reside at the home, as set forth in Health and Safety Code Section 1597.465 and as defined in implementing State regulations.
C. Child Care Center. A facility that provides non-medical care to children under eighteen (18) years of age on less than a twenty-four (24)-hour basis. Child Care

Centers include infant centers, preschools, extended day care facilities and school age child care centers and exclude family child care homes.

39.~~2~~3 - Child Care Centers.

~~Any child care facility other than a small or large family child care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers,~~ Child care centers are ~~shall be~~ subject to the following regulations:

A. Residential Zoning Districts. Child Care Centers located in the "RH," "R-1," "R-2," ~~and~~ "R-3," "R-4," and "R-5" Zoning Districts shall ~~only~~ be permitted ~~if the facility is to operate in conjunction with a public or quasi-public use, and shall be~~ subject to first securing a Use Permit. ~~Child Care Centers located in the "R-4" and "R-5" Zoning Districts shall be permitted subject to first securing a Use Permit.~~ Child Care Centers are allowed by right in conjunction with any public or quasi-public use in residential districts.

B. Non-Residential Zoning District. Child Care Centers located in non-residential zoning districts that are operated in conjunction with adjoining businesses ~~and that are mainly used by the employees of such businesses~~ shall be considered accessory uses and shall be permitted by right, based on the square footage of the facility and not based on the number of children allowed.

C. Child Care Centers located in non-residential zoning districts that are not operated in conjunction with businesses and/or that are not used by such businesses shall be ~~permitted subject to first securing a Use Permit~~ subject to the following:

1. Child Care Centers of up to 60 children shall be permitted.
2. Child Care Centers of more than 60 children shall require a Use Permit.

D. Child Care Centers are subject to the following:

1. The Facility provider shall possess a current and valid license from the State of California, Department of Social Services.
2. The Child Care Center shall obtain a business license.
3. Accessory Child Care Centers are not required to exclusively serve the primary use.
4. The Child Care Center is subject to parking regulations set forth in Article 30.
5. The Child Care Center operation shall not result in cars blocking neighboring driveways or commercial parking spaces.
6. Any permanently installed playground apparatus (such as swings and jungle gyms) shall conform to setback requirements for accessory structures in that particular residential zoning district. No play equipment shall be allowed in the front yard.
7. Commercial signage in residential zoning districts is subject to maximum signage area allowed for multifamily residential properties.

39.3 - Family Child Care Homes.

A. ~~The use of a residence as a~~ Small and Large Family Child Care Homes shall be considered a residential use of property for the purposes of this ordinance and shall be permitted outright in a legal dwelling unit in any Zoning District. Family child care

homes are not subject to the requirements of Home Occupations and shall be subject to the following:

~~B. Large Family Child Care Homes shall~~ be a permitted use in a legal dwelling unit in any Zoning District. ~~require a Use Permit. In processing the Use Permit, the Zoning Administrator or designee shall do all of the following:~~

~~1. Provide notice of the proposed use to adjoining property owners within a one hundred (100) foot radius of the exterior boundaries of the Large Family Child Care Home subject property.~~

~~2. Notice shall be given not less than ten (10) calendar days prior to the date on which the decision will be made on the application.~~

~~3. Hold a public hearing on the subject application only if requested by the applicant or other affected party.~~

~~C. The Zoning Administrator or designee shall allow the Large Family Child Care Home upon compliance with the following conditions and standards:~~

1. The Facility provider shall possess a current and valid Large Family Child Care Home license from the State of California, Department of Social Services~~. The City's Use Permit shall not become effective until such time as the State license is obtained. If said license is suspended or revoked by the State for any reason, the City's Use Permit for a Large Family Child Care Home shall immediately be suspended or revoked to the same extent.~~

2. The Facility is the residence of the provider and the use is clearly incidental and secondary to the use of the property for residential purposes.

~~3. Residences located on major arterial or collector streets must provide a drop-off/pick-up area. The residential driveway may be used as the drop-off/pick-up area.~~

3.~~4.~~ The Large Family Child Care Home operation shall not result in cars blocking neighbors' driveways or the public right-of-way. ~~5. Provisions have been made to provide, at a minimum, one (1) off-street parking space per employee of driving age not living at the residence. The residential driveway approach is acceptable if the parking space will not conflict with any required child drop-off/pick-up area and does not block the public sidewalk or right-of-way.~~

~~6. The Facility provider shall comply with all applicable regulations of the State Fire Marshall regarding health and safety requirements.~~

4.~~7.~~ Any permanently installed playground apparatus (swings, jungle gym, etc.) shall conform to setback requirements for accessory structures in the underlying ~~that particular~~ residential zoning district.

~~8. Outdoor play time shall be limited to the hours from 9:00 a.m. to 7:00 p.m.~~

~~9. The Large Family Child Care provider shall pay a Business Tax Fee as required by the City of Redwood City.~~

~~10. In making a decision on the project, the Zoning Administrator or designee may consider and specify other reasonable conditions that relate to parking, traffic, noise, and spacing and concentrations of Large Family Child Care Homes.~~

~~D. The decision may be appealed following the procedures in Section 41.7 (Appeals).~~

39.4 FAR exemption for Child Care Centers

A. Child care centers and/or independent nonprofit educational facilities open to the public within commercial and/or industrial developments of at least fifty thousand (50,000) square feet of building gross floor area shall not be included in the gross floor

area of total building area for the purposes of calculating the floor area ratio, and are thus exempt from applicable floor area ratio limitations, provided that the following conditions are met:

1. In the case of a child care facility, the subject facility shall include at least two thousand (2,000) square feet of indoor area, and at least three thousand (3,000) square feet of outdoor space and shall be of adequate size to accommodate at least forty (40) children;

2. The maximum floor area ratio exemption associated with the provision of a child care facility and/or an independent nonprofit educational facility open to the public shall not be greater than two (2) percent floor area ratio relative to the land area of the development;

3. A deed restriction shall be recorded on the property to ensure the long term use of the portion of the development for child care and/or independent nonprofit educational facility;

4. Any floor area ratio exemption granted pursuant to this Section may be awarded by the review authority in conjunction with any permit issued pursuant to the Zoning Ordinance based on the following findings:

a. The child care facility and/or independent nonprofit educational facility will be of benefit to the public,

b. The development design can accommodate the additional floor area.

[Article 53, Section 53.2 is amended as follows]

Article 53 - MIXED-USE CORRIDOR ZONING DISTRICT

53.2 - Use Regulations. ~~[MUC Zoning Districts].~~

[No change to text preceding table]

Table 53-1 Allowed Uses for Mixed-Use Corridor Sub-Districts	P: Permitted by Right A: Permitted as Accessory Use C: Conditional Use; Use Permit Required —: Not Allowed					
Land Use	MUC -ECR	MUC -VB	MUC -RC	MUC -SB	MUC -GB	Specific Use Regulations
Personal & Business Services						
Child Care Center ~~Not in conjunctio~~	~~C~~ P/C	~~C~~ P/C	~~C~~ P/C	~~C~~ P/C	~~C~~ P/C	Article 39 A Use Permit is required

~~n with adjoining business~~						for more than 60 children
Residential Care Uses						
Large Family Child Care Homes	- P	- P	- P	- P	- P	Article 39 (Child Care)

[Table is otherwise unchanged]

[Article 54, Section 54.2 is amended as follows]

Article 54 - MUN (MIXED-USE NEIGHBORHOOD) DISTRICT

Section 54.2 – Use Regulations ~~[MUN Zoning District]~~

[No change to text preceding table]

Table 54-1 Allowed Uses for Mixed-Use Neighborhood Zoning District	P: A: C: —:	Permitted by Right Permitted as Accessory Use Conditional Use; Use Permit Required Not Allowed
Land Use		Specific Use Regulations
Residential Care Uses		
Family Child Care Home, Large	~~C~~ P	Article 39 (Child Care)

[Table is otherwise unchanged]

[Article 55, Section 55.2 is amended as follows]

Article 55 - MUT (MIXED-USE TRANSITIONAL) DISTRICT

Section 55.2 – Use Regulations

[No change to text preceding table]

Table 55.2 Use Regulations

Uses	MUT	Special Provisions
Care Facilities		
Child Care Center	~~C~~ P/C	Article 39 (Child Care) A Use Permit is required for more than 60 children

[Table is otherwise unchanged]

[Article 57, Section 57.2 is amended as follows]

Article 57 - MIXED-USE WATERFRONT (MUW) ZONING DISTRICT

Section 57.2 – Use Regulations

[No change to text preceding table]

Table 57.2 Use Regulations for the MUW		
Land Use	MUW	Specific Use Regulations
Care Facilities		
Child Care Center	~~C~~ P/C	Article 39 (Child Care) A Use Permit is required for more than 60 children

[Table is otherwise unchanged]

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: March 22, 2021

SUBJECT

Waive first reading and introduce Zoning Ordinance amendments to comply with State law and reduce barriers to child care by increasing locations where child care is allowed and streamlining the child care review process

RECOMMENDATION

Waive first reading and introduce an ordinance implementing zoning amendments related to child care regulations for large family child care homes, child care centers, and child care development standards.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

The City's Zoning Ordinance requires regular updates to reflect ongoing land use changes. There are existing regulations that are no longer applicable, or that require updating due to changes in State law, or that require process improvements. On July 21, 2020, the Planning Commission held a study session to discuss potential amendments to the Zoning Ordinance, including child care-related changes and miscellaneous zoning ordinance updates. At the study session, staff provided an overview of the new State law requirements and provided policy questions for discussion. Upon Planning Commission request, staff has separated child care amendments from the other miscellaneous amendments given its importance as a top strategic priority. This report only addresses changes related to child care.

On December 1, 2020, the Planning Commission considered the proposed child care amendments with a focus on large family child care homes, child care center regulations in residential, commercial, and mixed-use zoning districts, and child care development standards. The Commission had questions regarding State licensing requirements and health and safety standards for child care facilities. The Commission

received public comment in support of the proposed child care changes. Some Commission members encouraged staff to study additional floor area incentives for child care centers within commercial districts and to consider reducing the proposed parking ratio for child care centers. The Commission expressed support for the updates to child care regulations as it would support the City's General Plan Goals and the City Council's Strategic Plan Guiding Principles, while helping address the child care service shortage in Redwood City. The Planning Commission voted unanimously 7-0 for a resolution recommending adoption of child care amendments to the Council (see Attachment B Planning Commission Resolution).

ANALYSIS

Child care facilities include *family child care homes*, which are facilities located within a residence and *child care centers,* which are located within a standalone facility including commercial spaces. Although cities have the ability to impose regulations on these facilities, the State requires a license for each child care facility and heavily regulates health and safety considerations to ensure the site provides safe conditions for children.

Child care aligns with one of the City Council's Top Strategic Initiatives (Children and Youth). Based on a San Mateo County 2017 Child Care Needs Assessment there is a large need for all types of child care, see Table 1 below. In Redwood City alone, over 9,000 children below the age of 13 need child care. The intent of the proposed zoning amendments is to increase the number of viable child care locations and streamline the review process to result in more affordable child care across the City to serve local residents and people who work in Redwood City.

Table 1 – Estimated Child Care Need

All Incomes				Incomes below 70% State Median Income	
Age Cohort	No. Resident Children Needing Care	No. Out of County Children with Parents Working in City Needing Care	Total No. Estimated to Need Child Care	Age Cohort	No. Estimated to Need Child Care
0 – 1 year	758	410	1,168	0 – 2 years	578
2 – 4 years	3,843	619	4,462	3 – 4 years	805
5 – 12 years	3,852	not applicable	3,852	5 – 12 years	1,878
Total	**8,453**	**1,029**	**9,482**	**Total**	**3,261**

(Source: 2017 San Mateo County Child Care Needs Assessment)

Large Family Child Care Homes

A large family child care home, or daycare, is generally limited to no more than 14 children depending on the age groups. State Bill SB 234 (effective January 1, 2020) prohibits cities from requiring a Use Permit for large family child care homes and requires them to be treated as a residential use of the property consistent with nature of the underlying residential use. Current City regulations for large family child care homes require a Use Permit, limit permissible zoning districts, and include regulations on pickup and drop-off areas, outdoor play time, and playground equipment. Small family child care homes allow up to eight children and are allowed by-right in all dwellings.

The City is required to allow large family child care homes by-right in all dwellings in any zoning district to comply with State law. This would also eliminate current City regulations that allow neighbors to request a public hearing and limit the City's ability to regulate land use issues beyond building and fire safety. The Planning Commission recommended amendments allowing large family child care homes by right in all zoning districts in order to comply with State law.

Child Care Centers – Residential Zoning

A child care center is a facility that provides supervision, education, personal care, or assistance on a less than a 24-hour basis to children under 18 years of age. Current regulations require a Use Permit and public hearing to allow a child care center in conjunction with a school or church and do not allow child care centers in lower density residential areas. A Use Permit is required for child care centers within the R-4 and R-5 zoning districts.

A child care center may operate on a school or church site given its ability to utilize the parking and open space of the facility. These centers typically operate as an accessory use to existing facilities and should not require the additional analysis demanded from a Use Permit, including centers that operate independently or during off-hours. Planning Commission recommended allowing child care centers by right in conjunction with an existing school or church and to remove any requirements for a Use Permit. The Planning Commission also expressed support for allowing child care centers in residential areas without mandating operation with an adjoining school or church. Although schools and churches contain existing facilities that are supportive to child care, they represent a proportionately small number of sites across the City's residential areas. In many neighboring cities, existing residential structures may be converted into child care centers. Residential structures comprise an overwhelming majority of sites located in residential districts and child care centers best serve the community when located in proximity to their users. Existing regulations, Section 31.10 of the Zoning Ordinance, require a Use Permit for the change of a residential structure to a commercial use.

The Planning Commission recommended allowing child care centers in residential districts, including converted residential structures, with a Use Permit and to allow child care centers by-right when in conjunction with an adjoining school or church.

Child Care Centers – Commercial and Mixed-Use Zoning

Current regulations require a Use Permit and public hearing to allow a standalone child care center in a commercial area. Child care centers are only allowed by right in commercial areas in conjunction with an adjoining business and are required to only serve the children of employees of that adjoining business. The mixed-use zoning districts contain inconsistent standards that either allow child care centers by right or require a Use Permit regardless of the size of the facility.

Planning Commissioners expressed support for allowing standalone child care centers within commercial and mixed-use areas by right. The 2010 General Plan Environmental Impact Report (EIR) recommends policies to encourage child care close to employment areas to offset the anticipated impacts created from new development from the General Plan. General Plan Program BC-34 calls for updating Zoning Ordinance to potentially allow small child care centers (up to 24 children) to be located in all residential zones. Staff suggests this allowance could also be applied to commercial and mixed-use areas which allow more

intensive uses. Staff has interviewed child care providers and commercial realtors who have stated child care centers that only serve 24 children would not be a financially feasible size for successful operation.

California regulations require a minimum of 35 square feet of indoor play space per child, exclusive of bathrooms, kitchens, offices, hallways, storage cabinets and rooms, etc. Analysis from City staff has identified 100 square feet per child as a more realistic floor area per child standard than the State minimum. Child care centers of 60 children or less would allow for smaller facilities (ex. 6,000 sq. ft.) that would not result in significant impacts to surrounding businesses or residences. City staff recommends child care centers for more than 60 children require a Use Permit to assess whether these child care centers would result in any significant impacts. The General Plan EIR analyzes child care as a mitigation measure to development and the increased need for public services and not as a significant overall impact (see Attachment C CEQA Memo for additional analysis).

The State heavily regulates child care centers for health and safety considerations and the City's Fire Department conducts inspections to ensure proposed facilities provide safe conditions for children. Considering the safety regulations already in place and established General Plan policies, staff analyzed current regulations to find ways to streamline permitting of child care centers in commercial zones.

Planning Commission recommended the following:

- Allow standalone child care centers of up to 60 children by-right in all commercial and mixed-use areas and to require a Use Permit for centers with more than 60 children.
- Allow accessory child care centers in conjunction with an adjoining business by-right without a cap on the number of children and remove the requirement to only service the employees of the business.

Child Care Centers: Standardized Requirements

The Planning Commission recommended standardized requirements to facilitate child care centers in both residential and commercial areas. The recommended updates include standardized requirements for child care centers for play equipment locations, signage, and off-street parking. Larger child care centers of more than 60 children would be subject to Use Permits and require additional site specific analysis.

The Planning Commission recommended the following standardized requirements:

- Obtain a child care center license with the State.
- Accessory child care centers do not need to exclusively serve the primary use.
- Permanent play equipment required to meet underlying zoning setbacks and could not be located in the front yard.
- Prohibit large commercial signage in residential areas.
- One parking space per employee, plus one additional space for every 10 employees. Some Commissioners expressed support for one space for every 15 employees.

GENERAL PLAN CONFORMANCE

The proposed zoning amendments would further the City's policies and programs that promote child care across residential neighborhoods and employment areas. Child care impacts were examined in combination with increased demands for public schools in the 2010 General Plan EIR. The increase in development and population generated by the 2010 General Plan created additional demands for child care services where a deficit of appropriate, affordable facilities to house additional child care programs already existed. The 2010 General Plan includes policies and implementation programs that would encourage the establishment of child care facilities in close proximity to employment centers in the plan area to offset the anticipated impacts. Specific General Plan programs, goals, and policies are cited below:

***Goal BC-10**: Accommodate community needs for safe, high-quality, and affordable child care services and facilities, both for Redwood City residents and people who work in Redwood City.*

***Policy BC-10.2**: Integrate the child care needs of those who live and work in the city into the City's planning processes. Locate child care services, where possible, in or near housing, transportation, and employment centers so as to be convenient to residents and workers.*

***Program BC 34**: Child Care Zoning. Ensure that Zoning Ordinance standards and permitting processes for child care facilities facilitate their provision at appropriate locations throughout Redwood City.*

- *Consider Zoning Ordinance revisions to support the establishment of large family child care homes and centers through a simplified, streamlined review process.*
- *Consider Zoning Ordinance changes that include performance standards for childcare centers located in Commercial Office and Mixed-Use zoning districts, and in school, church and other public/quasi-public buildings in residential zones to simplify the approval process for these facilities.*
- *Explore updating the Zoning Ordinance provisions regarding small childcare centers (up to 24 children) to be located in all residential zones.*

The proposed updates are in keeping with the General Plan goals and policies related to child care. The zoning amendments increase the number of viable locations and streamline the review process to reduce barriers to child care. The proposed updates would allow large family child care homes by right in all dwellings, which would increase child care in residential zoning districts. The proposed updates would allow child care centers up to 60 children by-right in all commercial and mixed-use zoning districts and to increase child care in employment centers. Locating child care in residential areas would help local residents and locating child care in employment centers would help serve people who work in Redwood City. Increasing the availability of child care and streamlining the review process is meant to result in more affordable child care across the City.

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

The proposed child care zoning text amendments have been reviewed under the California Environmental Quality Act (CEQA), including the CEQA Guidelines. The proposed changes implement the General Plan and were analyzed as part of the General Plan EIR. The proposed zoning amendments would result in less than significant impacts, and no new or more severe impacts would occur. No further environmental review is required. The CEQA memo in Attachment C further describes this analysis.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. On March 12, 2021, at least ten days prior to the hearing date, notice of the City Council hearing was posted on the City website, placed in the *San Mateo Daily Journal*, emailed to an interested parties list, and posted to www.redwoodcity.org/zoningamendments.

ALTERNATIVES

1. Request modifications to the proposed zoning amendments.
2. Do not approve zoning code amendments relating to child care.

ATTACHMENTS

Attachment A – Draft ordinance
Attachment B – Planning Commission Resolution 20-15
Attachment C – CEQA Memo

REPORT PREPARED BY:

Apollo Rojas, Senior Planner
arojas@redwoodcity.org
(650) 780-7365

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Waive second reading and adopt Zoning Ordinance amendments related to housing, accessory outdoor commercial uses, permit applicability, residential open space requirements, nonconforming structures, and other zoning revisions to address changes in State law and support process improvements

RECOMMENDATION

Waive second reading and adopt Zoning Ordinance amendments related to housing, accessory outdoor commercial uses, permit applicability, residential open space requirements, nonconforming structures, and other zoning revisions to address changes in State law and support process improvements.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

On March 22, 2021, the City Council introduced (7-0) amendments to the Zoning Ordinance related to the City's miscellaneous zoning amendments. The March 22 staff report explaining the amendments as originally proposed is attached to this report (Attachment B). The following is a summary of the approved zoning amendments:

Permit and Housing-Related Items

- Increase Planning permit validity from one year to two years. The existing option to extend the permit by one year will remain, for a total of a three-year period. In addition, permits active as of January 1, 2021 will be extended automatically for an additional year.
- Remove Planned Development permit requirement from Condominium Permits.
- Modify definition of duplex and multi-family to allow both attached and detached units.

- Increase flexibility for determining the required front yard on corner lots, flag lots, and irregular lots by amending the definition of "front yard."
- Allow front yard area to be counted toward required useable open space.
- Add definition of "Navigation Center" and allow in mixed-use zoning districts consistent with State law.

Miscellaneous Updates

- Allow accessory outdoor uses in commercial and mixed-use zoning districts.
- Minor edits to repair of nonconforming structures and expansion of nonconforming uses

Minor Revisions

- Remove duplicate article for Reasonable Accommodations and other minor typo corrections.
- Move the Home Occupation regulations from the Definitions (Article 2) to Special Uses (Article 31) and include minor changes.

ANALYSIS

If adopted, this ordinance will be effective 30 days from this action (May 12, 2021).

FISCAL IMPACT

Zoning text amendments were developed with existing staff resources; no budget modification is required.

ENVIRONMENTAL REVIEW

This activity is not subject to California Environmental Quality Act (CEQA). Section 15061(b)(c) states that when it can be seen with certainty that the project will not have a significant effect on the environment, the activity is not subject to CEQA because of this "common sense exemption." Further analysis is described in a CEQA memo included as an attachment in the March 22, 2021 staff report.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting

ALTERNATIVES

1. Request modifications to the proposed resolution.
2. Deny the resolution.

ATTACHMENTS

Attachment A – Ordinance
Attachment B – March 22, 2021 City Council Staff Report

REPORT PREPARED BY:

Apollo Rojas, Senior Planner
arojas@redwoodcity.org
(650) 780-7365

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

ORDINANCE NO.____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ZONING ORDINANCE ARTICLE 2 (DEFINITIONS), ARTICLE 6 (R-2 (RESIDENTIAL—DUPLEX) DISTRICT), ARTICLE 8 (R-3 (MULTI-FAMILY—LOW DENSITY) DISTRICT), ARTICLE 10 (R-5 (MULTI-FAMILY—HIGH DENSITY) DISTRICT), ARTICLE 11 (PO (PROFESSIONAL OFFICE) DISTRICT), ARTICLE 12 (CO (COMMERCIAL OFFICE) DISTRICT), ARTICLE 14 (CB (CENTRAL BUSINESS) DISTRICT), ARTICLE 15 (CG (GENERAL COMMERCIAL) DISTRICT), ARTICLE 25 (COMBINING DISTRICTS), ARTICLE 31 (SPECIAL USES – SHORT-TERM RENTALS), ARTICLE 32 (SUPPLEMENTARY PROVISIONS), ARTICLE 33 (NONCONFORMING LOTS, USES, STRUCTURES AND PARKING), ARTICLE 41 (COMMON PROCEDURES), ARTICLE 53 (MIXED-USE CORRIDOR ZONING DISTRICT), ARTICLE 54 (MUN (MIXED-USE NEIGHBORHOOD) DISTRICT), ARTICLE 55 (MUT (MIXED-USE TRANSITIONAL) DISTRICT), ARTICLE 56 (REASONABLE ACCOMMODATION), AND ARTICLE 57 (MIXED-USE WATERFRONT (MUW) ZONING DISTRICT) REGARDING PERMIT EXPIRATION AND APPLICABILITY, MINOR REVISIONS TO HOUSING-RELATED PROVISIONS, ALLOWING ACCESSORY OUTDOOR USES AND OTHER MINOR AMENDMENTS, AND AMENDING CHAPTER 30 (SUBDIVISIONS) OF THE CITY CODE REGARDING PLANNED DEVELOPMENT PERMITS

WHEREAS, the City Council of the City of Redwood City is empowered to amend the Zoning Ordinance and City Code. Modifications to the Chapter and various Articles listed herein would further the purposes of the City Code and Zoning Ordinance; and

WHEREAS, on December 1, 2020, the Planning Commission held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider amendments to Zoning Ordinance Articles 2, 6, 8, 10, 11, 12, 14, 15, 25, 31, 32, 33, 41, 53, 54, 55, 56, and 57 (collectively, the "Zoning Ordinance Amendments"); and

WHEREAS, on March 22, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance to consider the Zoning Ordinance Amendments, in addition to amendments to Chapter 30 (Subdivisions) of the City Code (the "City Code Amendments").

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds that the proposed Zoning Ordinance Amendments and City Code Amendments are in the public interest and consistent with the Redwood City General Plan.

Section 3. The proposed Zoning Ordinance Amendments and City Code Amendments have been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The Zoning Ordinance Amendments and City Code Amendments have been evaluated and found to not have an impact on the environment under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that they will not have an impact on the environment, as described in the staff report.

Section 4. The City Council of the City of Redwood City hereby adopts the Zoning Ordinance Amendments as provided in Exhibit "A," and the City Code Amendments as provided in Exhibit "B," both attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 5. Applicability. The Zoning Ordinance Amendments and the City Code Amendments shall not apply to applications that are deemed complete prior to the effective date of this ordinance. Permits that are active as of January 1, 2021 shall be automatically extended for an additional year.

Section 6. The City Council hereby declares that every section, paragraph, sentence, clause and phrase of this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 7. The City Clerk is directed to cause this ordinance to be published in the manner required by law.

Section 8. This ordinance shall go into effect 30 days following its adoption.

* * *

EXHIBIT "A"

ZONING ORDINANCE AMENDMENTS

[Article 2, Section 2.2 is amended as follows. All other definitions are unchanged.]

Article 2 - DEFINITIONS

2.2 - Definitions

Condominium. A building or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis. Includes development in which the individual owns land directly below the "footprint" of a unit, and all other land within the project is owned in common. Includes a ~~condominium project, community apartment project, or stock cooperative~~, as defined in California Civil Code Section 1351. *common interest development as defined by California Civil Code Section 4100.*

Dwelling, Accessory. See Section 37.2 of Article 37 (Accessory Dwelling Units).

Dwelling, 2-Family or Duplex. Two attached or detached dwelling units on a single lot, but excluding accessory dwelling units. ~~A building containing not more than two (2) kitchens designed or used to house not more than two (2) families living independently of each other, including all necessary employees of each such family.~~

Dwelling, Multi-Family ~~*Multiple*~~. Three or more attached or detached dwelling units on a single lot or in a single development, including townhouses, condominiums or rental apartments and accessory community buildings or recreational facilities, but excluding accessory dwelling units. ~~A building or portion thereof, used and designed as a residence for three (3) or more families living independently of each other and doing their own cooking in said building, including apartment houses, apartment hotels, and flats, but not including motels, boarding houses, and hotels.~~

Dwelling, Single-Family ~~(land use)~~. One dwelling unit on a lot that may include an accessory dwelling unit. ~~A building designed for, or used to house, not more than one (1) family, including all necessary employees of such family.~~

Dwelling Unit. A building or portion of a building ~~thereof designed or used exclusively for residential occupancy~~ that contains cooking, sleeping and sanitary facilities for residential occupancy. Dwelling units~~, including one (1) -family, two (2)-family, and multi-family dwelling~~, ~~but~~ do not ~~including~~ include hotels, motels,~~ boarding~~ rooming houses, tents or trailers. Transitional housing, supportive housing, family childcare and small residential care facilities are considered a residential use of property in any dwelling type.

Home Occupations. See Section 31.12 (Home Occupations). ~~Any activity conducted within a dwelling, such as handicrafts, dressmaking, millinery, laundering, preserving, and home cooking, which meets all of the following conditions:~~

~~A. The use is clearly incidental and secondary to the use of the dwelling for dwelling purposes.~~

~~B. The use is conducted entirely within a dwelling and is carried on exclusively by the inhabitants thereof.~~

~~C. The use does not change the character of the dwelling or adversely affect the uses permitted in the residential district.~~

~~D. The use creates no additional traffic and requires no additional parking spaces.~~

~~E. No persons are employed other than that necessary for domestic purposes.~~

~~F. No indoor or outdoor storage of materials, equipment, or supplies, other than that necessary for domestic purposes, shall exist.~~

~~G. Not more than one-fourth (¼) of the area of one (1) floor of said dwelling is used for such use.~~

~~H. The entrance to the space devoted to such use is from within the building, and no internal or external alterations or construction features not customarily used in dwellings is involved.~~

Lot, Corner. A lot situated at the junction of and abutting on two (2) or more intersecting streets. ~~Notwithstanding the terms of Section 2.57, whenever the least dimension of the lot fronting on two (2) intersecting streets is at least ninety (90) feet, the owner may elect either street line as the front lot line~~.

Lot, Front. The narrowest dimension of a lot fronting on a street. The Zoning Administrator shall determine the front yard for corner lots, panhandle lots, and irregularly shaped lots based primarily on the orientation of neighboring structures and setbacks of the existing structure. The location of the front door may also be considered for determining the front of the lot.

Low-Barrier Navigation Center. A temporary shelter that provides services for individuals experiencing homelessness, as defined by California Government Code Section 65660.

Mobile Home Park. Shall mean any place, area, or tract of land offered to the public for the accommodation of any mobile home or trailer, except recreational areas operated by public agencies or areas used exclusively for the sale or storage of mobile homes or trailers.

~~*Multiple-Unit Dwelling (land use)*. A structure or portion thereof containing three (3) or more dwelling units designed for the independent occupancy of three (3) or more households.~~ [Incorporated into definition of Dwelling, Multi-family]

~~*Trailer Park*. Shall mean any area, or tract of land offered to the public for the accommodation of any trailer, except recreational areas operated by agencies or areas used exclusively for the sale or storage of trailers.~~ [Incorporated into definition of Mobile Home Park]

Usable Open Space. Outdoor or unenclosed area in a residential development on the ground, or on a roof, balcony, deck, porch or terrace designed and accessible for outdoor living, recreation, pedestrian access or landscaping, but excluding parking facilities, driveways, utility or service areas, ~~or any required front or street side setback area~~.

[Article 6, Sections 6.1, 6.2, 6.3, and 6.10 are amended as follows]

Article 6 - R-2 (RESIDENTIAL—DUPLEX) DISTRICT

6.1 - Purpose.

To stabilize and maintain the residential character of the district and permit a suitable environment for family living on a smaller scale by permitting a higher density with two (2) or three (3) families to the lot, or low-scale multi-family dwellings ~~planned development~~ including attached and detached single-family homes on small lots, while maintaining individual privacy, open space, and facilities.

6.2 - Permitted Uses

A. Single-family dwellings;
B. Two (2) family (duplex) dwellings;
C. Multifamily dwellings ~~Three (3) family (triplex) dwellings~~ ;
~~D. Accessory dwelling~~ units ~~subject to the provisions of~~ (~~Article 37~~)
~~E. Four (4) or more dwellings in a single development with approval of a Planned Development Permit.~~

6.3 - Accessory Uses.

The following structures and uses are permitted in the R-2 District when accessory to and constructed or commenced concurrently with or subsequent to uses permitted under Sections 6.2 and 6.4 and in accordance with the following specified regulations:

A. Home occupations (Section 31.12);
B. Short term rental uses (Section 31.3); ~~The providing of rooms or board for not more than two (2) persons provided such room and board is furnished in the main building only~~;
C. Accessory dwelling units (Article 37); ~~Other accessory uses and structures customarily appurtenant to a permitted use;~~
D. Family childcare homes (Article 39) ~~in accordance with the provisions of Section 39.3.~~;
E. Other accessory uses and structures customarily appurtenant to a permitted use.

6.10 - Other Required Conditions.

The following additional conditions shall apply in the R-2 District:
A. The minimum building site for public or quasi-public buildings shall be forty thousand (40,000) square feet. Such building sites shall have a minimum average width of one hundred (100) feet.
~~B. There shall be a limit of one (1) single-family dwelling, one (1) two (2)-family (duplex) dwelling, or one (1) three (3)-family (triplex) dwelling building per lot except for permitted dwelling groups approved pursuant to a planned development permit.~~

[Article 8, Section 8.3 is amended as follows]

Article 8 - R-3 (MULTI-FAMILY—LOW DENSITY) DISTRICT

8.3 - Accessory Uses.

The following structures and uses are permitted in the R-3 District when accessory to and constructed or commenced concurrently with or subsequent to uses permitted under Sections 8.2 and 8.4 and in accordance with the following specified regulations:
A. Home occupations (Section 31.12);
B. Short term rental uses (Section 31.3)~~The providing of rooms or board for not more than two (2) persons provided such room and board is furnished in the main building only~~;
C. Accessory dwelling units (Article 37); ~~Other accessory uses and structures customarily appurtenant to a permitted use;~~
D. Family childcare homes (Article 39);~~, in accordance with the provisions of Section 39.3.~~
E. Other accessory uses and structures customarily appurtenant to a permitted use.

[Article 10, Section 10.4 is amended as follows]

Article 10 – R-5 (MULTI-FAMILY HIGH DENSITY) ZONING DISTRICT

10.4 Conditional Uses

[Subsections (A) – (F) are unchanged]

G. Incidental sales and services to residents provided that ~~such activities are conducted entirely within the main building,~~ the design of ~~which~~ the building does not invite the use of these services by the general public.

[Subsections (H) – (L) are unchanged]

[Article 11, Section 11.4 is amended as follows]

Article 11 – PO (PROFESSIONAL OFFICE) DISTRICT

11.4 Conditional uses

The following uses are permitted in the PO District subject to first securing a ~~u~~Use ~~p~~Permit ~~therefore~~:
[Subsections (A) – (G) are unchanged]

H. Any permitted or conditionally permitted use when conducted ~~partially or totally~~ primarily outside a building;

[Subsections (I) – (J) are unchanged]

[Article 12, Section 12.2 is amended as follows]

Article 12 – CO (COMMERCIAL OFFICE) DISTRICT

12.2 Use Regulations ~~[CO Zoning District]~~

1. **Allowed Uses**. Table 12-1 indicates the uses permitted (P), conditionally permitted with a Use Permit (C), permitted as an accessory use (A), and not permitted (-) in the Commercial Office Zoning District. Any use not specifically indicated in Table 12-1 (Allowed Uses for Commercial Office Zoning District) as a permitted use, accessory use, or conditional use shall be prohibited unless they are deemed by the planning manager to be similar and compatible uses which meet the purpose and intent of the Commercial Office Zoning District. All uses, unless stated otherwise, shall be conducted primarily ~~entirely~~ within a building.

[Subsection (2) and Table 12-1 are unchanged]

[Article 14, Sections 14.2 and 14.4 are amended as follows]

Article 14 – CB (COMMERCIAL BUSINESS) DISTRICT

14.2 – Permitted Uses

The following uses are permitted in the CB District if conducted entirely within a building:

[Subsections (A) – (I) are unchanged]

J. Low-Barrier Navigation Centers.

14.4 - Conditional Uses.

The following uses are permitted in the CB District subject to first securing a ~~u~~Use ~~p~~Permit ~~therefor~~:

[Subsections (A) – (I) are unchanged]

J. Any permitted or conditionally permitted use when conducted ~~partially or totally~~ primarily outside a building;

[Subsections (K) – (M) are unchanged]

[Article 15, Section 15.4 is amended as follows]

Article 15 – CG (COMMERCIAL GENERAL) DISTRICT

15.4 - Conditional Uses. ~~[CG District].~~

The following uses are permitted in the CG District subject to first securing a ~~u~~Use ~~p~~Permit ~~therefor~~:

[Subsections (A) – (M) are unchanged]

N. Any permitted or conditionally permitted use when conducted ~~partially or totally~~ primarily outside a building;

[Subsections (O) – (R) are unchanged]

[Article 25, Section 25.7 is amended as follows]

ARTICLE 25 – COMBINING DISTRICTS

25.7 – R (Residential) Combining District.

A. The letter "R" may be used as a suffix to any CG zoning district which has been designated for a "mixed use" (i.e., Combined Residential and Commercial use) in the General Plan for the City of Redwood City.

B. The R Combining District allows residential uses consistent with the requirements of the R-5 Zoning District. ~~Residential uses may be permitted in an R (Residential) Combining District only if a planned development permit Use Permit is approved for the project corresponding to said zoning in accordance with Article 46 42 of this Ordinance, and if the project meets the following criteria:~~

~~C. The residential portion of the site satisfies all of the requirements of the "R-5" (Multi-family High density) Zoning District. as set forth in Article 10 of this Zoning Ordinance.~~

[Article 31, Sections 31.2 is amended, and Section 31.12 and 31.15 are added, as follows]

Article 31 – SPECIAL USES

31.2 - ~~Assisted Living Facilities.~~ Building Intensity Limits for Residential Care Facilities and Skilled Nursing Facilities

Nursing homes; Rest Homes; Residential Care Facilities, Senior; and Skilled Nursing Facilities shall ~~be permitted, conditionally permitted, or not permitted consistent with the allowed land uses of the district in which they are proposed to be located. These uses shall~~ be considered commercial for the purposes of determining building intensity~~,~~ and subject to applicable FAR limits. The maximum number of beds or suites shall not be restricted with residential density maximums. ~~subject to compliance with all dimensional, design, parking, landscaping, and~~ All other development standards ~~of the district~~ shall apply. ~~in which the development would occur, except those standards relating to density or number of units allowed for nonspecialized housing.~~

31.12 Home Occupations ~~Reserved~~

A. Definition. Home occupation means a business enterprise that is conducted within a dwelling unit by the residents of the dwelling unit and is incidental to the residential use of the dwelling unit. Examples include cottage food operations, handicrafts, consulting, and home offices for off-site business-activity such as landscaping and instruction. A family childcare home is not considered a home occupation and is regulated separately in Article 39 (Child Care).

B. Requirements. Home occupations are permitted by right in a legal dwelling unit in any zoning district with the following requirements:

1. All business activity occurring at the residence is conducted entirely within a dwelling and is carried on exclusively by the inhabitants.

2. The use does not change the character of the dwelling or adversely affect the uses permitted in the residential district.
3. The use creates no significant additional traffic and requires no additional parking spaces.
4. For all business activity occurring at the residence, no persons are employed other than that necessary for domestic purposes. Employees for off-site business activities shall not assemble at the dwelling.
5. No indoor or outdoor storage of materials, equipment, or supplies, other than that necessary for domestic purposes, shall exist.
~~6. Not more than one-fourth (¼) of the area of one (1) floor of said dwelling is used for such use.~~
6. The entrance to the space devoted to such use is from within the building, and no internal or external alterations or construction features not customarily used in dwellings is involved.

C. Prohibited Uses.
1. On-site vehicle repair;
2. Sexually-oriented businesses;
3. Animal-related uses;
4. Any use deemed by the Zoning Administrator to not be incidental to the residential use of the dwelling unit.

31.15 Accessory Outdoor Commercial Uses ~~Reserved~~

A. Purpose. The purpose of this section is to permit accessory, customer-oriented outdoor retail, restaurant, and commercial services on private property while ensuring adequate access, parking, landscaping and maintenance.
B. Definition. Accessory outdoor uses are retail, restaurant or other personal customer-oriented services that occur outside an enclosed structure and are incidental to an enclosed primary use on the same site. These uses can include outdoor display of goods, dining, and other provision of commercial services.
C. Applicability. These regulations apply to all permitted and conditionally permitted uses in commercial and mixed use zoning districts on private property. Uses in residential and industrial zoning districts are regulated individually in each zoning district. Accessory outdoor uses on public property must receive separate approval with an encroachment permit. Food trucks are not regulated by this section.
D. Accessory Outdoor Use Requirements. Accessory outdoor uses are permitted with the following requirements:

1. Hours of Operation. Hours of operation for outdoor services shall not exceed the normal hours of operation of the business.
2. Outdoor Dining and Bars. Outdoor dining shall be available only for existing restaurants that are current tenants of the shopping center or commercial building.
3. Location. Accessory outdoor uses may be located on sidewalks or patio areas, or in parking areas with up to 30 percent of the total non-accessible

spaces. These uses must be contiguous to the commercial structure or walkways immediately adjacent to the commercial structure. Landlords may designate an alternative location for consolidated outdoor dining provided that all State and County requirements are met. Outdoor uses in parking areas must provide safety barriers such as fences, water-filled K-rails, or landscape planters.

4. Pedestrian and Bike Access. Outdoor service areas shall comply with Americans with Disabilities Act access requirements. A minimum six-foot wide path of travel shall be maintained along the building frontage and all pedestrian walkways, and a six -foot radius clearance shall be maintained from any doorway. A six-foot wide emergency egress path shall be maintained at, or between every frontage or occupied space, in 50' intervals.
5. Access to Fire Safety Infrastructure. Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by barriers, seating, or displays. Fire lanes shall not be obstructed at any time.
6. Outdoor Fixtures. Furniture, umbrellas, heaters or other equipment shall be moveable and shall not be permanently installed outdoors. Portable heaters must be stored inside when the business is closed. Canopies, tents or other covered structures may require separate approval from the Fire Department.
7. Property Owner Authorization. The business owner or operator shall obtain written authorization from the property owner for the use of private sidewalks, parking areas, or other areas for outdoor services. Tenants in shopping centers with multiple commercial tenants shall work with the management or property owner to equitably allocate the available sidewalks, patios, and parking areas for all accessory outdoor uses.
8. Maintenance. The business owner or operator shall be responsible for maintaining the outdoor area in a clean and tidy manner.

E. Enforcement. Without limiting the general provisions set forth in Article 50, the City reserves the right to prohibit an accessory outdoor use that:

1. Creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic due to existing conditions on the property or surrounding public right-of-way; or
2. Represents a danger to the health, safety or general welfare of the public; or
3. Violates the requirements of this Section 31.15 or violates any applicable Health Orders or industry guidance from the State or County.

[Article 32, Section 32.9 is amended as follows]

Article 32 – SUPPLEMENTARY PROVISIONS

32.9 Open Space Requirements

[Subsection (A) is unchanged]

B. Usable open space may consist of outdoor area on the ground, in front, street side or rear setbacks areas ~~(but not in any required front yard setbacks)~~ or on any balcony, deck, porch or rooftop which is designed and accessible for outdoor living, recreation, pedestrian access or landscaping complying with the following provisions:

1. Required parking areas and their driveways ~~and required basic minimum front yards~~ shall not be included in computing usable open space;

[Sub-subsections (2) – (6) are unchanged]

[Article 33, Sections 33.5, 33.10 and 33.11 are amended as follows]

Article 33 – NONCONFORMING LOTS, USES, STRUCTURES AND PARKING

33.5 - Expansion of Nonconforming Use.

A nonconforming use shall not be expanded unless a Use Permit is granted for such expansion. A nonconforming use shall not be expanded to displace a conforming use. To grant such a Use Permit, the Zoning Administrator must first find, in addition to the findings required by Section 42.3 that at least one of the following three circumstances exist:

A. The resultant use and/or project design will not create new ~~reduce current~~ adverse impacts on adjacent properties and/or on the general public;
B. The resultant use and/or project design will help preserve a historic resource; or
C. The expansion of the use or the enlargement of a structure housing a nonconforming use is necessary to comply with a requirement imposed by law for the operation of the particular use, including but not limited to regulations for disabled access or seismic retrofit.

33.10 Enlargement of Nonconforming Structures.

[Subsection (A) is unchanged]

B. A nonconforming structure being used for a conforming use may be enlarged ~~or structurally altered~~ if the new portion conforms to the regulations of the district in which it is located and if the permitted lot coverage is not exceeded by the combined structure(s) on the site.

33.11 – Structural Alteration ~~Repair~~ of Nonconforming Structures.

~~Notwithstanding the provisions of Section 33.10, any~~ A nonconforming structure may be ~~repaired and/or~~ structurally altered, provided that:

A. For single-family, two-family (duplex), and three-family (triplex) residential structures, no more than seventy (70) percent of the floor area per residential unit may be structurally altered ~~and at least two habitable rooms (e.g., living room, family room, kitchen or bedroom) per residential unit must remain without alterations,~~ unless the entire structure is brought into compliance with zoning requirements. ~~Calculations shall not include garage floor area, but shall include all cumulative repair, maintenance and alterations over any five (5) year period~~;

[Subsections B-D are unchanged]

[Article 41, Section 41.9 is amended as follows]

Article 41 – COMMON PROCEDURES

41.9 – Permit Expiration and Extension.

A. Expiration and Extension. A permit expires ~~one (1)~~ two (2) years from the effective date if the use is not ~~initiated~~ established or if building permits have not been issued for related work. As requested by the applicant, the Zoning Administrator may grant a one-time, one-year extension if the application is made prior to permit expiration.

[Subsection (B) is unchanged]

[Article 53, Sections 53.2 and 53.5 are amended as follows]

Article 53 - MIXED-USE CORRIDOR ZONING DISTRICT

Section 53.2 – Use Regulations ~~[MUC Zoning District]~~

[No change to text preceding table]

Table 53-1 Allowed Uses for Mixed-	P: Permitted by Right A: Permitted as Accessory Use C: Conditional Use; Use Permit Required —: Not Allowed

Use Corridor Sub-Districts						
Land Use	MUC -ECR	MUC -VB	MUC -RC	MUC -SB	MUC -GB	Specific Use Regulations
Residential Care Uses						
Low-Barrier Navigation Centers	P	P	P	P	P	

[Table is otherwise unchanged]

B. Use Regulations Applicable to all Sub-Districts.

1. Uses Restricted to Indoor. Unless otherwise indicated in this Article 53, all uses in Table 53-1 must be conducted primarily ~~wholly~~ within a building.

[Sub-subsections (2) – (5) are unchanged]

Section 53.5 – Sidewalk, Setback and Landscaping Regulations

[Subsection (A) is unchanged]

B. Sidewalk, Setback, and Landscaping Regulations Applicable to all Sub-Districts.

[Sub-subsections (1) – (2) are unchanged]

3. Sidewalk Required. All projects shall incorporate publicly accessible sidewalks along all streets. Sidewalk width shall be as shown in Table 53-2 of Section 53.5.

[Sub-sub-subsections (a) – (d) are unchanged]

e. Accessory Outdoor Uses. Accessory Outdoor Uses are permitted in accordance with Section 31.15 (Accessory Outdoor Uses). ~~Outdoor Dining Encroachment. Chairs and tables for outdoor dining and carts for merchant display may be permitted in the public right-of-way (i.e. in sidewalk areas), provided that the use maintains a minimum six-foot wide unobstructed portion of sidewalk corridor adjacent to the building which is clear and unimpeded for pedestrian traffic, and the use keeps the full width of the building~~

~~entrance clear and unimpeded for building access. Outdoor furniture, including but not limited to, chairs, tables, umbrellas, heat lamps, windscreens, busing stations, partitions, and planters, shall not be permanently fixed into the public right-of-way (i.e. sidewalk areas) without prior approvals from Redwood City, such as a revocable encroachment permit issued by the City Engineer and/or the City Council.~~

[Sub-subsections (4) – (10) are unchanged]

[Article 54, Sections 54.2 and 54.5 are amended as follows]

Article 54 - MUN (MIXED-USE NEIGHBORHOOD) DISTRICT

Section 54.2 – Use Regulations ~~[MUN Zoning District]~~

[No change to text preceding table]

Table 54-1 Allowed Uses for Mixed-Use Neighborhood Zoning District	P: A: C: —:	Permitted by Right Permitted as Accessory Use Conditional Use; Use Permit Required Not Allowed
Land Use		Specific Use Regulations
Residential Care Uses		
Low-Barrier Navigation Center	P	

[Table is otherwise unchanged]

B. Use Standards and Specific Use Regulations.

1. Uses Restricted to Indoor. Unless otherwise indicated in this Article 54, all uses in Table 54-1 must be conducted primarily ~~wholly~~ within a building.

[Sub- subsections (2) – (5) are unchanged]

Section 54.5 – Sidewalk, Setback and Landscaping Regulations

[Subsections (A) – (B) are unchanged]

C. Sidewalk Required. All projects shall incorporate publicly accessible sidewalks along all streets. Sidewalk width shall be as shown in Table 54-2 of Section 54.5.

[Sub-subsections (1) – (4) are unchanged]

5. Accessory Outdoor Uses. Accessory Outdoor Uses are permitted in accordance with Section 31.15 (Accessory Outdoor Uses). ~~Outdoor Dining Encroachment. Chairs and tables for outdoor dining and carts for merchant display may be permitted in the public right-of-way (i.e. in sidewalk areas), provided that the use maintains a minimum six-foot wide unobstructed portion of sidewalk corridor adjacent to the building which is clear and unimpeded for pedestrian traffic, and the use keeps the full width of the building entrance clear and unimpeded for building access. Outdoor furniture, including but not limited to, chairs, tables, umbrellas, heat lamps, windscreens, busing stations, partitions, and planters, shall not be permanently fixed into the public right-of-way (i.e. sidewalk areas) without prior approvals from Redwood City, such as a revocable encroachment permit issued by the City Engineer and/or the City Council.~~

[Subsections (D) – (J) are unchanged]

[Article 55, Section 55.2 is amended as follows]

Article 55 - MUT (MIXED-USE TRANSITIONAL) DISTRICT

Section 55.2 – Use Regulations

[No change to text preceding table]

Table 55-1 Allowed Uses for Mixed-Use Transitional Zoning District	P: A: C: —:	Permitted by Right Permitted as Accessory Use Conditional Use; Use Permit Required Not Allowed
Land Use		Specific Use Regulations
Care Facilities		
Low-Barrier Navigation Center	P	

[Table is otherwise unchanged]

[Article 56 is deleted in its entirety]

Article 56 – RESERVED ~~REASONABLE ACCOMMODATION~~

56.1 - Purpose.

A. The purpose of this Article is to establish a procedure for individuals with disabilities to seek minor deviations from this Zoning Code to ensure equal access to housing.
B. This Article establishes, and shall be construed to assure, compliance with the Acts (as defined in Section 56.2), the Redwood City General Plan, and other City initiatives to provide equal access to housing.

56.2 - Definitions.

A. "Acts" means the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, or successor statutes.
B. "Disabled Person" means an individual who has a medical condition, physical or mental impairment that substantially limits one (1) or more of the individual's major life activities, as defined in the Acts.
C. "Reasonable Accommodation" means a modification or exception to the regulations and procedures contained in this title for the siting, development and use of housing or housing-related facilities, that would eliminate regulatory barriers and provide a person with a disability equal opportunity for the use and enjoyment of housing of their choice, and does not impose undue financial or administrative burdens on the city or require a fundamental or substantial alteration of the city's planning and zoning policies.

56.3 - Applicability of Provisions.

The provisions of this Article apply when any person requests Reasonable Accommodation, based on the disability of residents, in the application of land use or zoning regulations and procedures which may be acting as a barrier to fair housing opportunities. The provisions for Reasonable Accommodation are solely for residential uses.

56.4 - Submittals.

Applications for Reasonable Accommodation must be filed with the Community Development Department, Planning Division, by the owner of the property affected or his agent. The application must include such description or drawings and other reasonable, pertinent information as may be required by the Zoning Administrator or other appropriate reviewing authority, as the case may be.

56.5 - Process for Review.

A. An applicant shall submit an application and all supplemental documents in accordance with Section 56.4.
B. Upon submittal of an application including materials described in Section 56.4, the Zoning Administrator will review the application if there is no accompanying land use or development application. If the Reasonable Accommodation request is submitted with another application land use or development application, then the reasonable accommodation request will be reviewed and acted on concurrently by the appropriate reviewing authority for the land use or development application.

~~C. A hearing is not required for a Reasonable Accommodation request; however, to the extent a hearing is required for any accompanying land use or development application, the Zoning Administrator or other appropriate reviewing authority shall include the Reasonable Accommodation request as part of the hearing.~~
~~D. The zoning administrator or other appropriate reviewing authority shall issue a Notice of Official Action or Notice of Final Decision, as applicable.~~

~~56.6 - Action.~~
~~The zoning administrator or other appropriate reviewing authority may take the following actions in response to a reasonable accommodations request:~~

~~A. Request additional information within thirty (30) days of application submittal.~~
~~B. Approve as submitted or with modifications and/or conditions.~~
~~C. Deny.~~

~~The notice of official action or notice of final decision, as applicable, shall be provided to the applicant within forty-five (45) days of application submittal (or within forty-five (45) days of receiving additional required information).~~

~~56.7 - Findings.~~
~~To permit the reasonable accommodation, the zoning administrator or other appropriate reviewing authority must make all of the following findings:~~

~~A. That an individual residing on the property and requiring reasonable accommodation is protected under the Acts; and~~
~~B. That accommodating the request would provide direct benefit to the individual by meeting specific housing needs; and~~
~~C. That the request is the minimum necessary to provide the necessary relief from the city's zoning ordinance to meet the needs of the individual; and~~
~~D. That the request is not detrimental to and will not adversely impact the adjacent properties or surrounding neighborhood; and~~
~~E. That the request does not place an undue financial or administrative burden on the city; and~~
~~F. That the request does not significantly alter the overarching purposes or intent of the city's zoning ordinance/land development regulations.~~

~~56.8 - Expiration. [Reasonable Accommodations].~~

~~A Reasonable Accommodation request expires one (1) year from the effective date if permitted construction has not begun for the related work. As requested by the applicant, the Zoning Administrator may grant a one-time one-year extension prior to permit expiration.~~

[Article 57, Section 57.2 is amended as follows]

Article 57 - MIXED-USE WATERFRONT (MUW) ZONING DISTRICT

[No change to text preceding table]

Table 57-1 Allowed Uses for Mixed-Use Waterfront Zoning District	P: A: C: —:	Permitted by Right Permitted as Accessory Use Conditional Use; Use Permit Required Not Allowed
Land Use		Specific Use Regulations
Care Facilities		
Low-Barrier Navigation Center	P	

[Table is otherwise unchanged]

EXHIBIT "B"

CITY CODE AMENDMENTS

[City Code Chapter 30, Sections 3.134 and 3.135 are amended as follows]

Chapter 30 – Subdivisions

Sec 30.134– Condominium Permit:

New construction or conversion of any structure to a project requires a condominium permit and compliance with the requirements of the underlying zoning district.

~~It shall be unlawful to construct one or more buildings or structures as a project or to convert one or more buildings or structures to a project without complying with the provisions of this Article. No project shall be permitted, nor shall a condominium permit be effective, unless such project complies with the requirements of the zoning district within which it is located or proposed to be located and with either the permitted or the conditional uses of such district.~~

~~No project shall be permitted, nor shall a condominium permit be effective, unless a planned development permit shall have been granted for such project pursuant to the provisions of article 46 of the Zoning Ordinance of the City. Every applicant for a condominium permit shall file an application of a planned development permit prior to, or concurrently with, the application described in Section 30.135.~~

Sec 30.135– Application for Condominium Permit:

An application for a condominium permit shall be filed with the Planning ~~Department~~ Division by the developer. The Planning Director, or ~~his~~ designee, shall submit each application for a condominium permit to the City Attorney, Building Official, Director of Public Works, Fire Chief and Police Chief, together with that portion of the information submitted by an applicant within the purview of the aforementioned officers. Applications for a condominium permit shall include the following information:

[Subsections (A) – (B) are unchanged]

~~C. A copy of the application for a planned development permit for the project.~~

C~~D.~~ A copy of the organizational documents which, in addition to such covenants, conditions and restrictions which are, or may be, required by the Department of Real

Estate of the State of California pursuant to title 6 (Condominiums) of the Civil Code or other State laws or policies, shall include the following:

[Sub-subsections (1) – (7) are unchanged]

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: March 22, 2021

SUBJECT

Waive first reading and introduce Zoning Ordinance amendments related to housing, accessory outdoor commercial uses, permit applicability, residential open space requirements, nonconforming structures, and other zoning revisions to address changes in State law and support process improvements

RECOMMENDATION

Waive the first reading and introduce miscellaneous Zoning Ordinance amendments.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

The Zoning Ordinance requires regular updates to address ongoing land use changes in the City. There are existing regulations that are no longer applicable, that require updating due to changes in State law, or that require process improvements. On July 21, 2020, the Planning Commission held a study session to discuss potential amendments to the Zoning Ordinance, including child care-related changes and miscellaneous zoning ordinance updates. At the study session, staff provided an overview of new State law requirements and provided policy questions for discussion. Upon Planning Commission request, staff has split these amendments into two separate agenda items: Miscellaneous updates (Zoning 2020) and child care. This report addresses changes related to *Zoning 2020*.

On December 1, 2020, the Planning Commission considered the Zoning 2020 amendments with a focus on permit applicability, housing related amendments, and minor revisions, including nonconforming regulations, and accessory outdoor commercial uses, which were not previously discussed in the study session. The Commission had questions regarding permit expiration in nearby municipalities, the intent

for allowing detached two-unit structures, and whether there were limits to the amount of repairs to a nonconforming structure when combined with an addition to a nonconforming structure. The Planning Commission voted 6-1 for a resolution recommending adoption of the Zoning 2020 amendments to the City Council (see Attachment B Planning Commission Resolution) with six amendments:

- Require a setback of six feet or less between primary dwellings on a single lot. One Commissioner voted against the amendments and expressed concerns over selecting an arbitrary distance between buildings and suggested the minimum requirement allowed for health and safety. Since the meeting, staff has identified this amendment is not needed as there is an existing zoning requirement for a minimum of six feet separation between primary dwellings.
- Modify lot frontage definition clarifying that the front door should not be the primary consideration for determining the front of a lot.
- Adding "commercial" to accessory outdoor uses.
- Start the permit effective date when a use is "established" instead of "initiated".
- Amendment to clarify that structural alterations to a nonconforming structure as a result of an addition would not be subject to regulations for nonconforming repairs.
- Modify home occupation requirement to clarify that no "significant" traffic impact would be created.

ANALYSIS

This set of amendments, "Zoning 2020," includes the following:

Permit and Housing-Related Items

- Increase Planning permit validity from one year to two years. The existing option to extend the permit by one year will remain, for a total of a three-year period. In addition, permits that are active as of January 1, 2021 would be automatically extended for another year, in consideration of economic challenges due to the Covid-19 pandemic.
- Remove Planned Development permit requirement from Condominium Permits.
- Allow front yard area to be counted toward required useable open space.
- Modify definition of duplex and multi-family to allow both attached and detached units.
- Increase flexibility for determining the required front yard on corner lots, flag lots, and irregular lots by amending the definition of "front yard."
- Add definition of "Navigation Center" and allow in mixed-use zoning districts consistent with State law.

Miscellaneous Updates

- Allow accessory outdoor uses in commercial and mixed-use zoning districts.
- Minor edits to repair of nonconforming structures and expansion of nonconforming uses.

Minor Revisions

- Remove duplicate article for Reasonable Accommodations and other minor typo corrections.
- Move the Home Occupation regulations from the Definitions (Article 2) to Special Uses (Article 31) and include minor changes.

ANALYSIS

Permit Applicability and Extensions

Permit Expiration - Planning permits are currently valid for one year and the Zoning Administrator may grant a one-year extension, for a total of two years prior to the permit expiring. This requires an applicant to create construction plans, receive a building permit, and start construction within a maximum of two years. This limited amount of time is particularly burdensome for larger projects as they require more complex construction plans with longer lead times for drawings and permit review, and for affordable housing projects which typically require additional time to secure multiple funding sources.

In 2019, two projects, a hotel development at 1690 Broadway and a 10-unit townhome development at 910 Woodside, were required to repeat the public hearing process to renew expired entitlements. Reviewing a project a second time produces additional administrative costs and delays and requires additional time for staff and Commissions. While the Planning Commission was generally supportive, concerns were expressed with allowing the permit to be extended for too long of a period, delaying construction.

The Planning Commission recommended extending the amount of time a permit is valid from one to two years, and maintaining the option for a one-year extension for a total of three years. In addition, permits that are active as of January 1, 2021 would be automatically extended for another year, in consideration of economic challenges due to the Covid-19 pandemic. At the December 1, 2020 meeting, the Commission added an amendment to change the effective date when a use is "established" instead of "initiated".

Planned Development Permit Requirement - The Zoning Ordinance currently requires a Planned Development (PD) Permit for a proposed condominium development, multifamily development in the R-2 Zoning District, and any residential development in the "R" overlay, even if there are no proposed deviations from development standards. This type of review is already subject to a Condominium Permit or an Architectural Permit. The PD permit requirement can therefore encourage deviation requests for projects that would not otherwise need it since this permit type allows for it. The Condominium Permit requirements are located in the Municipal Code and while the Planning Commission does not have purview over Municipal Code amendments, they reviewed the proposed revisions for informational purposes.

The Planning Commission supported eliminating the requirements for a PD permits.

Minor Housing-Related Changes

Usable Open Space – Currently, required front yard areas cannot count towards useable open space area requirements, even if it includes recreational features such as picnicking areas or play spaces associated with open space. Useable open space is any outdoor or unenclosed area in a residential development set aside for public or private use. Open space may be on the ground, roof, balcony, deck, or in recreational areas.

The Planning Commission recommended amendments to allow the front yard to be counted as required usable open space.

Allowing Detached Duplexes or Multifamily – Current definitions limit duplexes (two-unit) and multifamily units (more than two units) to attached units, restricting some development types such as small cottages. The General Plan description of medium and high-density uses specifies a mix of both attached and detached structures. Dwelling units would still have to comply with the underlying zoning district standards for height, setbacks, and lot coverage. The Commission expressed concern on how these units would be regulated, unintended impacts to neighboring structures, and whether there are existing regulations for setbacks between dwellings. At the December 1, 2020 meeting, the Commission added an amendment to define a setback between units, but since the meeting staff has confirmed there is an existing six-foot minimum setback requirement (Section 32.3.D) between units and this amendment is no longer needed.

The Planning Commission recommended amending definitions to allow detached and attached units on a single lot.

Required Front Yards on Corner Lots - The Zoning Ordinance mandates that the shortest of two frontages on a corner lot must be defined as the front yard, requiring a larger setback. Many homes have been built with alternative orientation, creating difficulties when planning additions. Proposed amendments would allow the Zoning Administrator to make a determination on lot frontage for corner lots and irregular lots. Criteria would include the neighborhood development pattern, location of the front door, orientation of neighboring structures, and setbacks of the existing structure.

The Planning Commission recommended creating flexibility for determining front yards on corner lots, irregular lots, and flag lots. At the December 1, 2020 meeting, the Planning Commission added an amendment to specify that the front door can be a factor for determining the front of a lot but should not be the primary consideration.

Miscellaneous Items

Accessory Outdoor Commercial Uses - In response to Covid-19 and new emergency powers authorized by the City and County, businesses are using outdoor areas for dining, retail and services in an expanded manner. The current Zoning Ordinance is very restrictive in allowing these outdoor uses on private property, with most zoning districts banning them outright. The Planning Commission recommends adding new flexibility to the Zoning Ordinance to allow limited outdoor uses accessory to on-site businesses on sidewalks, patios, or immediately adjacent parking spaces (up to 30% of total parking spaces) in commercial and mixed-use zoning districts. Accessory outdoor uses could include outdoor dining, retail displays, or other customer-oriented services. This new section would establish a set of performance standards, similar to what is currently used for Sidewalk Café Permits in the downtown, including hours of operation, access to fire safety infrastructure, pedestrian and bike access, outdoor fixture guidelines, and property owner authorization. No additional permit would be necessary, though the City would retain enforcement rights to remove uses that violate the standards or cause a nuisance. At the December 1, 2020 meeting, the Planning Commission added an amendment to specify that the accessory outdoor uses were for commercial properties.

Navigation Centers – In July 2019, Governor Newsom signed AB 101, a bill that requires cities to permit temporary shelters in mixed-use zoning districts by right. The Legislature found that the shelters, defined as Low Barrier Navigation Centers, are essential tools for alleviating the homelessness crisis and mandated that all cities comply, including charter cities such as Redwood City. To ensure consistency with this new law, staff proposes adding a new definition to Section 2.2 (Definitions) and adding the use to each of the Mixed Use Zoning Districts tables and clarifying that it is permitted by-right.

The Planning Commission recommended adopting changes to allow navigation centers to comply with State law.

Nonconforming Structures and Uses – While the Nonconforming Ordinance will undergo a future comprehensive update, staff has identified two minor changes to this article to clarify the intent and application of these sections. These amendments are intended to clarify the intent consistent with past staff practice and implementation of regulations.

First, further clarification is needed with the two sections governing additions and repairs to nonconforming structures. These revisions clarify the applicability of the sections, noting that additions or new construction is applied separately from repairs of existing structures. Additions would continue to be allowed provided they meet the current zoning district standards, regardless of the nonconformity of the existing structure. At the December 1, 2020 meeting, the Planning Commission added an amendment to clarify that structural alterations as a result of an addition would not be subject to regulations for nonconforming repairs.

Second, staff has noted that the Use Permit findings for nonconforming uses do not allow duplexes or triplexes with nonconforming density to add even small additions. The required findings to expand a nonconforming use are too restrictive and prohibit even minor additions that otherwise comply with current zoning standards (such as setbacks and lot coverage). The current finding requires the expansion to *reduce* adverse impacts, which is a standard that can rarely be met. Given these restrictions, many owners are unable to invest in their property, or proceed without obtaining City approval. Staff proposes a minor change to this Use Permit finding, noting that the proposed expansion does not *create new* adverse impacts. A Use Permit with noticing and a public hearing will continue to be required for any expansion of a nonconforming use.

The Planning Commission recommended adopting the proposed amendments to nonconforming regulations.

Miscellaneous Revisions - Staff maintains a running list of miscellaneous revisions to incorrect references, typos, and duplicate sections. These include removing a duplicate zoning ordinance article, moving Home Occupation regulations out of the definitions section and into a Special Uses article, and correcting cross-references. At the December 1, 2020 meeting, the Commission added an amendment to Home Occupations clarifying that no *significant* traffic impact would be created where it currently states that no impact is required.

The Planning Commission recommended adopting these revisions.

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

This activity is not subject to California Environmental Quality Act (CEQA). Section 15061(b)(c) states that when it can be seen with certainty that the project will not have a significant effect on the environment, the activity is not subject to CEQA because of this "common sense exemption." The memo in Attachment C further describes these actions and supports that conclusion.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. On March 12, 2021, ten days prior to the hearing date, notice of the City Council public hearing was posted on the City website, placed in the *San Mateo Daily Journal*, emailed to an interested parties list, and posted to www.redwoodcity.org/zoningamendments.

ALTERNATIVES

1. Request modifications to the proposed resolution.
2. Deny the resolution.

ATTACHMENTS

Attachment A – Draft ordinance
Attachment B – Planning Commission Resolution 20-16
Attachment C – CEQA Memo

REPORT PREPARED BY:

Apollo Rojas, Senior Planner
arojas@redwoodcity.org
(650) 780-7365

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

Diane Howard, Mayor
Giselle Hale, Vice Mayor
Alicia C. Aguirre, Council Member
Lissette Espinoza-Garnica, Council Member
Jeff Gee, Council Member
Diana Reddy, Council Member
Michael A. Smith, Council Member

DRAFT MINUTES

TELECONFERENCE MEETING
BROADCAST LIVE VIA
CITY WEBSITE:
www.redwoodcity.org
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

CITY COUNCIL SPECIAL MEETING
STUDY SESSION
Monday, March 22, 2021
6:00 PM

1. CALL TO ORDER – Mayor Howard called the meeting to order at 6:00 p.m.

2. ROLL CALL – All Council Members were present.

Staff: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez and City Clerk Pamela Aguilar.

3. STUDY SESSION

3.A. Land use economics overview Study Session: Overview of fiscal impacts of various land use development types on the City's General Fund

Community Development and Transportation Director Mark Muenzer introduced the item, and Jason Moody from Economic and Planning Systems (EPS) gave a presentation.

Recommendation:
Provide feedback on the overview and forthcoming consultant technical memo. No formal action will occur at this meeting.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

A study session was held. No Council action was taken on this item.

4. PUBLIC COMMENT ON STUDY SESSION ITEM

The following members of the public spoke:

- Pat Willard
- Ryann

5. **ADJOURNMENT -** The next City Council meeting is scheduled for 7:00 p.m. on March 22, 2021

Respectfully submitted for approval.

Pamela Aguilar, CMC
City Clerk

Diane Howard, Mayor
Giselle Hale, Vice Mayor
Alicia C. Aguirre, Council Member
Lissette Espinoza-Garnica, Council Member
Jeff Gee, Council Member
Diana Reddy, Council Member
Michael A. Smith, Council Member

DRAFT MINUTES

TELECONFERENCE MEETING
BROADCAST LIVE VIA
CITY WEBSITE:
www.redwoodcity.org
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

The City Council held a closed session at 5:00 p.m. on March 22, 2021 regarding labor negotiations pursuant to California Government Code §54957.6.
The meeting adjourned at 5:45 p.m.

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING
Monday, March 22, 2021
7:00 PM

1. **CALL TO ORDER** – Mayor Howard called the meeting to order at 7:20 p.m.

2. **ROLL CALL** – All Council Members were present.

Staff: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez and City Clerk Pamela Aguilar.

3. **PLEDGE OF ALLEGIANCE** – Mayor Howard led the pledge of allegiance.

4. **PRESENTATIONS/ACKNOWLEDGEMENTS**

4.A. **Proclamation condemning anti-Asian violence and racism**
Wayne Lee, President of the San Mateo County Asian Pacific Islanders Caucus, accepted the proclamation.

4.B. **Proclamation recognizing American Red Cross Month**
John Woodell, member of the Bay Area Chapter of the American Red Cross, accepted the proclamation.

5. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA**

The following members of the public spoke:

- Pat Willard
- Alisonm
- Kris Johnson

- Jimmy Hedges
- Dan Slanker
- Clara Jaeckel
- Rachel Holt

6. CONSENT CALENDAR

Mayor Howard stated that item 6H is being pulled and will be heard at the next City Council meeting of April 12.

Motion and second, Reddy and Aguirre to approve all items on the Consent Calendar, except 6H, passes unanimously by roll call vote.

6.A. 2020 Annual Housing Progress Report (205) MO 21-040

Recommendation:
By motion, accept the 2020 Annual Progress Report (APR), as recommended by the Planning Commission, and authorize the City Manager to submit the APR to the State of California Department of Housing and Community Development (HCD) for certification in compliance with Government Code Section 65400 (Administration of General Plan).

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.B. Award contract to Fehr & Peers for the Citywide Bicycle and Pedestrian Master Plan and the Vision Zero Action Plan (304) MO 21-041

Recommendation:
By motion, authorize the City Manager to execute the agreement for services with Fehr & Peers for the Citywide Bicycle and Pedestrian Master Plan and the Vision Zero Action Plan in the amount of $140,000, with additional optional community outreach tasks in an amount not to exceed $39,943, for a total contract total of $179,943.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.C. Findings that the adopted Reach Codes local amendment is reasonably necessary because of local climatic, geological, and topographic conditions (305) RES (0013) 15941

Recommendation:
Adopt a resolution adopting findings of necessity and need for amendments and additions to the 2019 California Energy and Green Building Standards Codes.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.D. Agreement for emergency vehicle repair services with Golden State Emergency Vehicle Service, Inc. (304) MO 21-042

Recommendation:
By motion, determine that due to the nature of the services, competitive bidding is not likely to serve the best interests of the City or to result in the lowest price, and approve and authorize the City Manager to execute a one-year agreement for services with Golden State Emergency Vehicle Service, Inc. for emergency vehicle repair services in an amount not to exceed $50,000, including City Manager authority to extend the agreement for two additional two-year terms, for a total contract amount not to exceed $250,000 (requires 5 affirmative votes).

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.E. Amendment No. 1 to Professional Services Agreement with TruePoint Solutions, LLC for utility billing software development services (304) MO 21-043

Recommendation:
By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with TruePoint Solutions, LLC in an amount not to exceed $111,880 for a five-year term, with a total agreement amount not to exceed $766,880.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.F. Purchase of one Freightliner cab and chassis with a telescopic boom crane (304) MO 21-044

Recommendation:
By motion, approve and authorize the City Manager to execute an agreement to purchase one Freightliner 108SD cab and chassis with a National 456B Telescopic Boom Crane in the amount of $299,338 from Western Pacific Crane & Equipment, LLC of Hazel Crest, IL.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.G. Approval to adopt proposed changes to the Redwood City 2021 legislative platform (205) **MO 21-045**

Recommendation:
The City Council Governance Subcommittee (Hale, Howard, Reddy) recommends adoption, by motion, of the 2021 Redwood City legislative platform, as amended.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

6.H. Waive second reading and adopt Zoning Ordinance amendments (Articles 31, 33, 36, 37, 45, 48) to change the Accessory Dwelling Unit (ADU) requirements (602) **ZONING ORDINANCE (529) 1130-383**

Recommendation:
Waive the second reading and adopt Zoning Ordinance amendments to establish regulations to comply with State law, and to address permitted ADU types, side and rear setbacks, floor area, lot coverage, a maximum 20-foot height for detached ADUs and attached ADUs within the rear setback area, short-term rentals, and make miscellaneous amendments.

CEQA:
The adoption of an ordinance to implement State law pertaining to ADUs (Government Code section 65852.2) is a statutory exemption from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.17. Implementation of local requirements is not considered a project under CEQA Guidelines Section 15378. The implementation of both height-related standards and additional regulations related to short-term rentals (generally prohibiting), and ordinance effectiveness would be covered under the “common sense exemption” (CEQA Guidelines Section 15061(b)(3)).

6.I. Approve Minutes of March 8, 2021 and March 15 City Council meetings (301) **MO 21-046**

6.J. Approve claims and checks from March 22, 2021 - April 12, 2021 and the usual and necessary payments through April 12, 2021 (303) **MO 21-047**

7. STAFF REPORTS

7.A. City Council appointments to the Library Board and Parks, Recreation and Community Services Commission (209) **MO 21-048**

City Clerk Pamela Aguilar introduced the item.

Recommendation:
1. By roll call vote, appoint for the following:

a. Two partial-term seats on the Library Board that will expire on June 30, 2022;
b. One partial-term seat on the Parks, Recreation and Community Services Commission that will expire on May 31, 2022;
2. By motion, use the current BCC applicant pool to fill any additional vacancies on Library Board and Parks, Recreation and Community Services Commission through January 31, 2022.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

By roll call vote, Desiree Bartley (Espinoza-Garnica, Gee, Reddy, Smith, Hale, Howard), and Heather Liu (Aguirre, Espinoza-Garnica, Gee, Smith) were appointed for a partial term seat on the Library Board that will expire on June 30, 2022.

By roll call vote, Charlene "Tinka" Blackmond was unanimously appointed for a partial term seat on the Parks, Recreation and Community Services Commission that will expire on May 31, 2022.

Motion and second, Reddy and Espinoza-Garnica to use the current BCC applicant pool to fill any additional vacancies on Library Board and Parks, Recreation and Community Services Commission through January 31, 2022.

8. PUBLIC HEARING

8.A. Amendments to the fiscal year 2019-2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program in order to respond to the COVID-19 pandemic (454) MO 21-049 and RES (0011) 15942

Housing Leadership Manager Alin Lancaster gave a presentation.

Mayor Howard opened the public hearing.

The following members of the public spoke:

- Sarah Kinahan
- Dayna Chung
- Kristen Anderson

Mayor Howard closed the public hearing.

Recommendation:
Hold public hearing, and:
1. Adopt a resolution approving an amendment to the Fiscal Year 2019-2020 Annual Action Plan, to allocate $642,288 in CDBG Coronavirus (CDBG-CV) funding, made available through the Coronavirus Aid, Relief,

and Economic Security (CARES) Act to the City's COVID-19 Emergency Assistance Program, COVID-19 Childcare Provider Assistance Program and the planning and administration of CDBG-CV, and authorizing the City Manager to execute all related documents; and
2. By motion, authorizing the City Manager to approve programmatic changes to the City's COVID-19 Emergency Assistance Program and COVID-19 Childcare Provider Assistance Program.

CEQA:
The proposed activities are categorically excluded under the National Environmental Protection Act (NEPA) because it involves tenant based rental assistance, supportive services and economic development activities under 24 CFR 58.35 and administrative and management activities under 24 CFR 58.34. This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Reddy and Aguirre, to:
1. Adopt a resolution approving an amendment to the Fiscal Year 2019-2020 Annual Action Plan, to allocate $642,288 in CDBG Coronavirus (CDBG-CV) funding, made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act to the City's COVID-19 Emergency Assistance Program, COVID-19 Childcare Provider Assistance Program and the planning and administration of CDBG-CV, and authorizing the City Manager to execute all related documents; and
2. By motion, authorizing the City Manager to approve programmatic changes to the City's COVID-19 Emergency Assistance Program and COVID-19 Childcare Provider Assistance Program.
The motion passes unanimously by roll call vote.

8.B. Waive first reading and introduce Zoning Ordinance amendments to comply with State law and reduce barriers to child care by increasing locations where child care is allowed and streamlining the child care review process (602)
MO 21-050

Assistant Director of Community Development and Transportation Sue Exline introduced the item, and Senior Planner Apollo Rojas gave a presentation.

Mayor Howard opened the public hearing. The following members of the public spoke:

- Heather Hopkins
- Pamela Campos
- Linh Tran
- Sarah Kinahan
- Kristen Anderson

Mayor Howard closed the public hearing.

Recommendation:
Waive first reading and introduce an ordinance implementing zoning amendments related to child care regulations for large family child care homes, child care centers, and child care development standards.

CEQA:
Project consistent with General Plan EIR

Motion and second, Smith and Espinoza-Garnica, to waive first reading and introduce an ordinance implementing zoning amendments related to child care regulations for large family child care homes, child care centers, and child care development standards, with the friendly amendment to relax the parking standards to require 1 parking space plus 1 parking space for every 15 employees, passes unanimously by roll call vote.

8.C. Waive first reading and introduce Zoning Ordinance amendments related to housing, accessory outdoor commercial uses, permit applicability, residential open space requirements, nonconforming structures, and other zoning revisions to address changes in State law and support process improvements (602) MO 21-051

Assistant Director of Community Development and Transportation Sue Exline introduced the item, and Senior Planner Apollo Rojas gave a presentation.

Mayor Howard opened the public hearing.

There was no public comment.

Mayor Howard closed the public hearing.

Recommendation:
Waive the first reading and introduce miscellaneous Zoning Ordinance amendments.

CEQA:
This is not a project under California Environmental Quality Act (CEQA), per Section 15061(b)(c) ("common sense exemption").

Motion and second, Hale and Reddy, to waive the first reading and introduce miscellaneous Zoning Ordinance amendments. The motion passes unanimously by roll call vote.

9. MATTERS OF COUNCIL INTEREST

9.A. City Council Member Report of Conferences Attended

9.B. City Council Committee Reports

A. Communications Sub-Committee – Vice Mayor Hale gave an update.

B. Governance Sub-Committee – Council Member Reddy gave an update.

Mayor Howard congratulated the Redwood City Library was chosen as a finalist for the 2021 Institute of Museum and Life Services (IMLS) National Medal and encouraged the community to share their stories on social media on the IMLS website.

9.C. City Manager (Oral) Update – City Manager Melissa Stevenson Diaz gave an update on Covid-19 cases and vaccination efforts, the City's Slow Streets Program, and homeless encampments in Redwood City.

10. ADJOURNMENT – Mayor Howard adjourned the meeting at 9:47 p.m.

Respectfully submitted for approval,

Pamela Aguilar, CMC
City Clerk

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Zoning Ordinance amendments related to Accessory Dwelling Units (ADU)

RECOMMENDATION

Waive first reading, and re-introduce Zoning Ordinance amendments to Accessory Dwelling Unit requirements, retaining specified 2019 ADU Ordinance privacy standards for detached second story ADUs, and applying these regulations as well as maximum height standards to detached ADUs on multifamily lots.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

On March 8, 2021, the City Council introduced amendments to the ADU Ordinance by a vote of 7-0 in favor. After obtaining public comment and City Council deliberation, the City Council amended the draft ordinance to allow a maximum height of 20 feet for detached ADUs. The amended height would allow both standalone two-story detached ADUs and second-story ADUs, and would be applied to attached ADUs within the rear yard setback.

The ADU ordinance is being re-introduced to clarify staff's recommendation to retain privacy regulations adopted in 2019 while removing limitations on the size of second stories above a garage and removing plate height limits on second stories. Staff believes these two provisions are no longer needed as second story ADUs no longer need to be above a garage and because overall height limits will be set for ADUs, meaning a second story plate height limit is likely to be unnecessarily restrictive. The revisions recommended by staff have been implemented in the draft ordinance included as Attachment A.

ANALYSIS

Multifamily Height

The ADU Ordinance is being re-introduced in part to clarify whether height standards approved on March 8, 2021 for ADUs on lots with single-family homes would also apply to multifamily lots. State law allows two detached ADUs on multifamily lots. The March 8, 2021 City Council motion set a 20-foot maximum height for detached ADUs. Staff believes the height standard was meant to apply to all detached ADUs, including on multifamily lots, and seeks City Council confirmation on this point.

Staff recommendation: Consistent with City Council discussion on March 8, 2021 providing for a 20-foot maximum allowable height for detached ADUs on single-family lots, allow for a maximum allowable height of 20 feet for detached ADUs on multifamily lots.

2019 ADU Ordinance Privacy and Neighborhood Impacts

Another reason that the ADU ordinance is being re-introduced is to clarify the applicability of massing and privacy regulations to second story ADUs. The City Council has had extensive discussions over the past few years regarding balancing the need for housing with neighbor privacy interests, including adopting the 2019 ADU Ordinance update. The 2019 ADU Ordinance update included maximum second story size, plate height, regulations on balconies, exterior stairways, and windows. These regulations were established to address neighborhood concerns about the proximity of second-story ADUs above garages to adjacent properties, including privacy, shadowing, and massing. The 2019 Ordinance only allowed second-story ADUs above garages.

To address these concerns, the 2019 ADU Ordinance update included the following massing and privacy regulations as set forth in current Zoning Ordinance Section 37.3(C)(2)(d)(i)-(v):

i. Limit second story size to 576 sq. ft. when located above a garage
ii. Prohibit balconies and second story decks.
iii. Prohibit open stairways facing immediately adjacent side and rear neighbors.
iv. Limit second story plate height to eight feet.
v. Require opaque or clerestory windows when facing immediately adjacent side and rear neighbors.

The March 8th City Council motion set a 20-foot maximum height for detached ADUs and no longer requires an ADU to be constructed above a garage.

Staff recommends that apart from the limit on second story size and plate heights, these privacy regulations be applied to detached ADUs on lots with either single-family or multifamily structures. Specifically, staff recommends the following:

1. Do not include the 576 square foot maximum size requirement on the second story above a garage and do not include the 8 ft. plate height limit to second stories. Staff believes the 576 sq. ft. second story size requirement is no longer necessary, as two-story ADUs are no longer required to be above a garage.

This size requirement was developed to allow an ADU above a typical 24 ft. x 24 ft. two-car garage, and as noted, two-story ADUs are no longer required above garages, likely negating the need for this specific second story square footage restriction. In addition, the 8 ft. plate height limit to second stories is no longer necessary, as the maximum height for detached ADUs is limited to 20 ft. and this floor height limit is therefore no longer compatible. Striking both of these 2019 requirements affords more flexibility for ADU designs.

2. Retain the remaining 2019 ADU Ordinance privacy standards. These privacy standards should be included to address the neighborhood concerns that have been raised during the past two years. These standards include the following:

- Prohibit balconies and second story decks
- Prohibit open stairways facing immediately adjacent side and rear neighbors
- Require opaque or clerestory windows when facing immediately adjacent side and rear neighbors.

To provide options for the City Council's deliberation there are three ordinances attached to this staff report.

- Attachment A is the ordinance recommended by staff (described above).
- Attachment B is a draft ordinance that includes all 2019 massing and privacy regulations, setting a 576 square footage limitation "above the ground floor" rather than above a garage. This is because detached ADUs are no longer limited to placement above a garage. This ordinance implements Alternative 1 below.
- Attachment C is a draft ordinance that removes all of the 2019 massing and privacy regulations. This ordinance implements Alternative 2 below.

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

Multiple CEQA provisions apply to the proposed ordinance. The adoption of an ordinance to implement State law pertaining to ADUs (Government Code section 65852.2) is a statutory exemption from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.17. This applies to State law requirements that would be implemented by the proposed ordinance including the number of ADUs allowed, junior ADUs, ADUs in multifamily structures, setbacks, maximum allowable square footage, and providing for certain "streamlined" ADUs, all as specified in the linked staff reports.

In addition to implementing State law requirements, the proposed ADU ordinance would implement local requirements. Implementation of these additional requirements is not considered a project under CEQA

because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15378). The implementation of both height-related standards and additional regulations related to short-term rentals (generally prohibiting), and ordinance effectiveness would not result in increases in density or intensity and would not be considered an environmental impact, and as such would be covered under the "common sense exemption" (CEQA Guidelines Section 15061(b)(3)).

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. On April 2, 2021, at least ten days before the hearing date, notice of the City Council hearing was posted on the City website, placed in the *San Mateo Daily Journal*, emailed to an interested parties list, and posted to www.redwoodcity.org/adu.

ALTERNATIVES

1. Adopt the ADU Ordinance *with* 2019 massing and privacy standards *including* the second story size limitation to detached ADUs and limitation to second story plate height (Attachment B). As noted above however, the second story size limitation would apply "above the ground floor" rather than above a garage.
2. Adopt ADU Ordinance *without* any of the 2019 massing or privacy standards (Attachment C).

ATTACHMENTS

Attachment A – Draft ADU Ordinance (Staff recommendation)
Attachment B – Draft ADU Ordinance (Includes massing and privacy standards)
Attachment C – Draft ADU Ordinance (Removes massing and privacy standards)
Attachment D – Planning Commission Resolution 20-07

LINKED DOCUMENTS

Staff Report – City Council March 22, 2021
Staff Report – City Council November 23, 2020
Staff Report – Planning Commission August 18, 2020
Staff Report – City Council July 13, 2020

REPORT PREPARED BY:

Apollo Rojas, Senior Planner
arojas@redwoodcity.org
(650) 780-7365

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ZONING ORDINANCE ARTICLE 31 (SPECIAL USES – SHORT-TERM RENTALS), ARTICLE 33 (NONCONFORMING LOTS, USES, STRUCTURES, AND PARKING), ARTICLE 36 (EXTERIOR SITE IMPROVEMENTS), ARTICLE 37 (ACCESSORY DWELLING UNITS), ARTICLE 45 (ARCHITECTURAL PERMITS) AND ARTICLE 48 (FLOOR AREA RATIO FOR SINGLE-FAMILY HOMES) REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the City Council of the City of Redwood City is empowered to amend Zoning Ordinance Article 37 (Accessory Dwelling Units) to align with State policy and increase affordable housing production. Modifications to Article 37 would further the purposes of the ordinance, including allowing accessory dwelling units on residential properties (namely, single-family and multifamily properties), increasing the availability of a variety of housing types for all income groups, supporting affordable housing and multi-generational living, encouraging housing construction or alteration to meet the needs of residents with special needs including residents with disabilities, creating flexibility in the design and location of accessory dwelling units, and establishing adequate setback and height requirements; and

WHEREAS, Assembly Bills 68, 587, 670, 671, and 881 and Senate Bill 13 pertain to accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65852.2 and 65852.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, on August 18, 2020, the Planning Commission held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider amendments to Zoning Ordinance Articles 31 (Special Uses), 33 (Nonconforming Lots, Uses, Structures, and Parking), 36 (Exterior Site Improvements), 37 (Accessory Dwelling Units), 45 (Architectural Permits) and 48 (Floor Area Ratio For Single-Family Homes) (collectively, the "Zoning Ordinance Amendments"); and

WHEREAS, on March 8, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider the Zoning Ordinance Amendments; and

WHEREAS, on April 12, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider the Zoning Ordinance Amendments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds that the proposed Zoning Ordinance Amendments are in the public interest and consistent with the Redwood City General Plan.

Section 3. The City Council of the City of Redwood City hereby adopts the Zoning Ordinance Amendments as provided in Exhibit "A", attached hereto and incorporated by reference, by adding the text shown in underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 4. The proposed Zoning Ordinance Amendments have been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). Adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Government Code is an action that is exempt from the provisions of CEQA under Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). The remaining amendments have been evaluated and found to not have an impact on the environment under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that they will not have an impact on the environment, as described in the staff report.

Section 5. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 6. Applicability. The Zoning Ordinance Amendments shall not apply to building permit applications that are submitted prior to the Zoning Ordinance Amendments' effective date. Accessory dwelling units shall be used in accordance with the provisions of the Zoning Ordinance Amendments upon their effective date.

Section 7. The City Clerk is directed to cause this ordinance to be published in the manner required by law.

Section 8. This ordinance shall go into effect 30 days following its adoption.

* * *

EXHIBIT "A"

ZONING ORDINANCE AMENDMENTS

[Article 37 is amended as follows]

Article 37 - ACCESSORY DWELLING UNITS

37.1 - Purpose.

The purpose of this section is to:

A. Allow accessory dwelling units on ~~single-family~~ residential properties while respecting the character of the residential neighborhood.
B. Increase the availability of a variety of housing types that is accessible for all income groups.
C. Support affordable housing and multi-generational living.
D. Encourage housing construction or alteration to meet the needs of residents with special needs including residents with disabilities.
E. Create flexibility in the design and location of accessory dwelling units.
F. Maintain adequate setback requirements and height limitations.

37.2 - Definitions.

Accessory Dwelling Unit. An accessory dwelling unit, commonly known as a second unit or in-law unit, is an attached or detached dwelling unit that is located on the same lot as a single-family dwelling, duplex, or multiple dwelling and provides complete living, sleeping, eating, cooking, and sanitation facilities separate and independent of the main dwelling. A second unit also includes an efficiency unit, as defined in Section 17958.1 of Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Junior Accessory Dwelling Unit. An accessory dwelling unit that is no more than five hundred (500) square feet in size and contained entirely within an existing single-family residence with a separate exterior entrance. A junior accessory dwelling unit shall include a kitchen or efficiency kitchen and a bathroom, or may share a bathroom with the existing or proposed single-family residence.

37.3 - Development Standards.

An accessory dwelling unit may be constructed on the same lot as an existing or proposed single-family dwelling, duplex, or multiple dwelling in residential or mixed-use zoning districts, and in precise plan ~~in the RH, R-1, R-2, R-3, R-4, and R-5~~ zoning districts that allow residential uses, subject to applicable building code requirements and the following development standards:

A. **Number and Location**.

1. **Single Family Dwelling – Number.** No more than one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be located on the same lot that has an existing or proposed single-family dwelling. ~~Accessory dwelling units are not required to meet the density requirements of the General Plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling)~~

2. **Duplex and Multiple Dwelling – Number.** At least one (1) accessory dwelling unit within an existing duplex or multiple dwelling is permitted and additional accessory dwelling units of up to twenty-five (25) percent of the existing multiple dwelling units. Accessory dwelling units shall be located in conversions of areas that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. Not more than two (2) accessory dwelling units detached from that multiple dwelling unit are permitted per lot, and are subject to a height limit of twenty (20) feet and four (4) foot rear yard and side setbacks. Detached second story accessory dwelling units shall be subject to the height and other regulations in Section 37.3(C)(3)(b).

3. **Density.** Accessory dwelling units and junior accessory dwelling units do not count toward the allowed density for the lot upon which the unit is located. Accessory dwelling units and junior accessory dwelling units approved in compliance with this article are a residential use that is consistent with the requirements of the General Plan and zoning ordinance.

~~2~~4. **Location.** Accessory dwelling units may be attached to, detached from, or located within ~~the living area of the~~an existing dwelling. Junior accessory dwelling units must be located within the single-family home.

B. **Lot Coverage**. ~~The maximum allowable lot coverage for all structures on a single-family lot, including an accessory dwelling unit and accessory buildings, shall be limited to the maximum allowable lot coverage of the underlying zoning district.~~ Accessory dwelling units shall be exempt from the maximum lot coverage requirements of the underlying zoning district. Accessory dwelling units shall be exempt from lot coverage requirements of the underlying zoning district and rear yard coverage limitation in Section 5.5 and Section 36.5(G). For the purposes of this article, attached garages, carports, and covered porches shall count towards lot coverage.

C. **Building Height and Setbacks**.

1. **Setbacks**. A four (4) foot side and rear yard setback is required for accessory dwelling units. Except however, no setback is required for an accessory dwelling unit located within existing living area or an existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. A legal accessory building (including a detached garage) may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.

~~1. **Attached Accessory Dwelling Unit**. The height and setbacks of an attached accessory dwelling units are subject to the requirements of the underlying zoning district and the setback requirements in Section 32.3 (Supplemental Setback Requirements) and shall have independent exterior access.~~

~~2. **Detached Accessory Dwelling Unit**. The height and setbacks of a detached accessory dwelling unit shall be subject to the requirements of Section 36.5 (Accessory Buildings) with the following exceptions.~~

~~a. **Rear Yard Setback**. A detached accessory dwelling unit shall be set back six (6) feet from the rear property line.~~

2~~b~~. **~~Conversion~~ Expansion of Converted Structures ~~Accessory Building~~**. ~~A legal accessory building may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.~~ An accessory dwelling unit converted from a legal accessory building or primary dwelling may include an expansion of not more than one hundred and fifty (150) square feet beyond the same physical dimensions as the existing accessory building. An expansion beyond the physical dimensions of the existing accessory building shall be limited to accommodating ingress and egress. Any further expansion of the building shall meet current requirements for an accessory dwelling unit.

~~c. **Replacement of Detached Garages**. A detached garage may be replaced by an accessory dwelling unit provided it complies with required setbacks.~~

3~~d~~. **Height ~~Second Story~~**.

a. **Attached Accessory Dwelling Unit.** Maximum height is subject to the requirements of the underlying zoning district, except that the height of an accessory dwelling unit within the rear yard setback shall not exceed twenty (20) feet.

b. **Detached Accessory Dwelling Unit.**~~If an accessory dwelling unit is constructed above a garage, the minimum second-story setback is five (5) feet from the rear and side property lines and the~~ Mmaximum height is twenty (20) feet~~, with additional roof height that complements the roof pitch of the main single-family dwelling, as determined by the Zoning Administrator~~, subject to the following:

~~i. No more than five hundred and seventy-six (576) square feet of the accessory dwelling unit shall be constructed over a detached garage. The remaining allowable square footage may be constructed on the first floor.~~

i. ~~ii.~~ Balconies and second story decks shall be prohibited.

ii. ~~iii.~~ Open stairways shall be located interior to the site and not facing the immediately adjacent side or rear yards.

~~iv. Second story plate height shall be limited to eight (8) feet.~~

iii. ~~v.~~ Windows facing immediately adjacent side and rear neighbors shall be made opaque or clerestory.

~~e. **Rear Yard Lot Coverage**: A detached one-story accessory dwelling unit shall be exempt from the rear yard coverage limitation in Sections 5.5 and 36.5(G).~~

4. **Access**. An accessory dwelling unit shall have independent exterior access.
~~3. [Reserved.]~~
~~4. [Reserved.]~~

5. **Square Footage**. The maximum allowable floor area for an accessory dwelling unit shall not exceed the area specified below, provided that in no instance may the size of an attached accessory dwelling unit exceed fifty (50) percent of the existing living area. Notwithstanding the foregoing, attached accessory dwelling units subject to Section 37.4 (Streamlined Accessory Dwelling Units) may exceed fifty (50) percent of the existing living area. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.

a. **Standard Units**. Accessory dwelling units shall not exceed ~~seven~~ eight hundred and fifty (850)~~(700)~~ square feet, except as specified in subsections (b), ~~and~~ (c) and (d) below.

b. **Multiple Bedroom Units**. Accessory dwelling units that include more than one bedroom shall not exceed one thousand (1,000) square feet.

c~~b~~. **Accessible Units**. Units meeting the California Building Code requirements for disabled access are permitted to have up to ~~one thousand (1,000)~~ one thousand two hundred (1,200) square feet of floor area.

d~~c~~. **RH and R-1 Lots Greater Than or Equal to ten thousand (10,000) Square Feet**. For lot sizes greater than or equal to ten thousand (10,000) square feet in the RH and R-1 zoning districts, the maximum allowable floor area for an accessory dwelling unit is one thousand (1,000) ~~nine hundred (900)~~ square feet.

~~6. **Definition of Floor Area**. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.~~

D. **Parking**. No additional parking spaces are required for ~~the~~ accessory dwelling units or junior accessory dwelling units. No replacement parking spaces are required if an existing garage is converted to an accessory dwelling unit. ~~If a garage or carport is converted or demolished in conjunction with the construction of an accessory dwelling unit, the required replacement spaces may be uncovered. Replacement spaces shall be located on any paved area on the lot, including within any setback. Tandem configuration is permitted.~~

E. **Pervious Area in Front Yard**. The front yard shall be subject to the minimum pervious area and stormwater requirements of the underlying zoning district.

F. [Reserved]
~~**Architectural Standards**. An accessory dwelling unit shall be generally compatible with the style and exterior paint and materials of the single-family dwelling on the same lot.~~

G. **Stormwater Treatment**. Accessory dwelling units are subject to the requirements of Section 32.12 (Stormwater Treatment), including creek protection and setbacks, except that no Use Permit shall be required in accordance with Article 42.

H. **Passageway**. A passageway is not required in conjunction with the construction of an accessory dwelling unit, unless mandated by the Americans with Disabilities Act or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky that extends from the street to the door of the accessory dwelling unit.

I. **Historic Preservation**. Any accessory dwelling unit located in a historic district or on a site with a historic landmark shall be subject to the requirements of Chapter 40 (Historic Preservation) of the City Code.

J. Junior Accessory Dwelling Units. If a junior accessory dwelling unit is proposed, it shall comply with the requirements of California Government Code section 65852.22, including but not limited to the following.

1. A junior accessory dwelling unit shall not exceed five hundred (500) square feet in size and shall be contained entirely within a single-family home.
2. No junior accessory dwelling unit shall be smaller than the size required to allow an efficiency unit pursuant to Health and Safety Code Section 17958.1.
3. A junior accessory dwelling unit shall be contained entirely within the walls of a single-family residence, and shall contain a kitchen or an efficiency kitchen that includes cooking appliances, a food preparation counter, and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.
4. A junior accessory dwelling unit may share a bathroom with the single-family home.
5. A junior accessory dwelling unit shall provide a separate exterior entrance from the single-family home.
6. Owner-occupancy is required. The owner may reside in either the single-family residence or the newly created junior accessory dwelling unit.
7. A deed restriction shall be recorded providing for a prohibition on the sale of the junior accessory dwelling unit separate from the single-family residence, including a statement that the deed restriction may be enforced against future purchasers, and a restriction on the size and attributes of the junior accessory dwelling unit that conforms with the requirements of Government Code Section 65852.22. Only one (1) junior accessory dwelling unit is allowed per lot.

K. Building and Fire Code Compliance. Accessory dwelling units shall comply with all applicable building and fire code requirements. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Except however, fire sprinklers may be allowed to address fire code compliance as needed.

37.4 - Streamlined Accessory Dwelling Units ~~Application~~.

The new construction of one (1) detached accessory dwelling unit that does not exceed eight hundred (800) square feet and sixteen (16) feet in height with minimum four (4) foot side and rear yard setbacks within a residential or mixed-use zone on a lot with a single-family dwelling shall be allowed with a building permit. The detached accessory dwelling unit may be combined with a junior accessory dwelling unit that is constructed within the single-family home. ~~An accessory dwelling unit that includes a second-story element shall require approval of an Architectural Permit in accordance with Article 45.~~

37.5 - Long-Term Rental Only.
~~The~~ Aaccessory dwelling units shall not be ~~intended or~~ offered for sale, nor sold, but may be rented for terms longer than thirty (30) days. The short-term rental of accessory dwelling units is not permitted. Notwithstanding the foregoing, existing short-term rentals in accessory dwelling units that were registered with the City prior to January 1, 2020 may be used as short-term rentals.

37.6 - Application Review Process ~~Homeowner Occupancy~~.

A. **Application ~~Occupancy~~**. A complete building permit application for the accessory dwelling unit shall be submitted along with a checklist that demonstrates compliance with accessory dwelling unit requirements. The application shall include plans showing the details of the proposed accessory dwelling unit under submittal guidelines established by the Community Development and Transportation Director. ~~The property owner shall live on-site in either the main unit or the accessory dwelling unit.~~

B. **Compliance Determination; No Appeals ~~Exception~~**. The Community Development and Transportation Director or designee shall make a determination of compliance with this article prior to issuance of the building permit for the accessory dwelling unit. The determination of the Community Development and Transportation Director is final and not subject to appeal. ~~The homeowner may live off-site and rent out both the main house and the ADU if the homeowner has a medical condition that requires residency elsewhere or accepts a job offer outside of the San Francisco Bay Area.~~

~~1. **Process for Review**. Applications for Exception to the Homeowner Occupancy Requirement shall be filed with the Community Development Department by owner of the property affected and shall be reviewed by the Planning Manager or his/her designee. The application shall include pertinent information as may be required by the Planning Manager or his/her designee that demonstrates conformance with the exception criteria described in this subsection B.~~

~~2. **Action**. The Planning Manager may take the following actions within 45-days of application submittal:~~

~~a. Request additional information.~~

~~b. Approve or deny the application.~~

~~c. A written decision will be provided to the applicant.~~

C. **Ministerial Review**. All applications for accessory dwelling units that comply with the requirements under this article shall be approved without discretionary review or a hearing within sixty (60) days after receipt of a substantially complete application. The application shall be denied if the proposed accessory dwelling unit does not comply with all applicable requirements of this article.

[Article 31, Section 31.3 is amended as follows]

Article 31 – SPECIAL USES

31.3 - Short-Term Rental Use Incidental to a Primary Residence.

[Subsection A is unchanged]

B. Definitions. For purposes of this section, the following definitions shall apply:

[Subsections 1-3 are unchanged]

4. Primary Residence. A primary residence is a dwelling unit where a person has been physically present and that the person regards as home. A person may only have one primary residence at any given time. Evidence of a person's primary residence includes, but is not limited to, documentation from income tax statements or a driver's license. If a property has multiple dwelling units, including an ~~accessory dwelling unit or~~ apartment complex, each dwelling unit ~~and accessory dwelling unit~~ shall be considered a separate residence subject to the primary residence requirement. Accessory dwelling units shall not be considered a primary residence for purposes of Section 31.3.

[Subsections 5-6 are unchanged]

C. Permitted Use. Short-term rental uses shall be permitted in any primary residence subject to the requirements of this section, including compliance with the operating standards, registration, Transient Occupancy Tax payments, and recordkeeping obligations. Except as provided for in this section, all other short-term rental uses shall be prohibited, including the short-term rental of accessory dwelling units.

[Subsections D-H are unchanged]

[Article 45, Section 45.2 is amended as follows]

Article 45 – ARCHITECTURAL PERMITS

45.2 - Applicability.
The following projects require an Architectural Permit:

[Subsections A-B are unchanged]

C. Two-Story Additions. Single-family~~,~~ or duplex~~, or accessory~~ dwelling units that include~~s~~ new construction, additions or exterior modifications to the second floor or any upper floors.

D. Additions on Sloping Lots. One-story new construction, additions~~, new two-story accessory dwelling units~~ or exterior modifications when the lot has a slope of fifteen (15) percent or greater and the total gross floor area is three thousand (3,000) square feet or more. If the lot slope is thirty (30) percent or greater, an Architectural Permit is required for changes of any size. These provisions apply to any single-family~~,~~ or duplex ~~or two-story accessory~~ dwelling unit.

[Article 36, Section 36.5 is amended as follows]

Article 36 - EXTERIOR SITE IMPROVEMENTS

36.5 - Accessory Buildings.
The requirements of this section apply to all accessory buildings in any zoning district.

[Subsections A-B are unchanged]

C. Location. An accessory building shall not project beyond the front wall line of a main building and shall meet the following setback requirements:

1. **Front Yard.** An accessory building shall comply with the minimum front yard setback of the underlying zoning district.
2. **Side Yard.** For both interior and exterior street side yard setbacks, the accessory building shall meet the minimum side yard setback~~s~~ of the main building (refer to individual zoning district articles for further information).
3. **Rear Yard.** An accessory building shall have a minimum rear yard setback of ~~six (6)~~ four (4) feet.
4. **Setback from Other Buildings.** The accessory building shall be set back at least six (6) feet from other buildings on the same lot.

D. Height. The total height of an accessory building is limited to ~~fourteen~~ sixteen (16) ~~(14)~~ feet and the wall height is limited to nine (9) feet for flat or shed roofs adjacent to the side and rear property line.

[Subsections E-F are unchanged]

G. Total Amount of Accessory Buildings. Any combination of accessory buildings ~~or an accessory dwelling unit~~ shall not cover more than fifty (50) percent of the required rear yard area.

[Subsection H is unchanged]

[Article 48, Sections 48.2 and 48.3 are amended as follows]

Article 48 – Floor Area Ratio for Single-Family Homes

48.2 - Applicability.
This Article shall apply to all Architectural Permit applications for single-family dwellings in any zoning district~~, including single-family dwellings with an accessory dwelling unit,~~ except as described below. This Article shall not apply to accessory dwelling units, junior accessory dwelling units, or the following:

A. Ground floor additions; or

B. New single-family dwellings or additions built on a lot that is less than 5,000 square feet; or

C. Second story additions of one hundred (100) square feet or less.

48.3 — Definitions.
For the purposes of this Article, the following words and phrases shall have the following meanings:

A. "Gross Floor Area" means the total covered area of all floors of a single-family dwelling which includes attached garages, measured to the outside of stud walls except as described below:

1. Basements that are no more than twenty-four (24) inches above average finished grade; and
2. Detached structures including: ~~A~~a~~a~~ccessory ~~B~~b~~b~~uildings and ~~A~~a~~a~~ccessory ~~D~~d~~d~~welling ~~U~~u~~u~~nits; and
3. Features as described in Section 32.3 E (Architectural Features); and
4. Attached accessory dwelling units and junior accessory dwelling units.

[Article 33, Sections 33.16, 33.17, and 33.18 are amended as follows]

Article 33 –Nonconforming Lots, Uses, Structures, and Parking

33.16 – Nonconforming Parking – Single-Family Residential

[Subsections A-B are unchanged]

C. Accessory dwelling units are not subject to this section.

33.17 - Nonconforming Parking—Two-Family (Duplex) and Three-Family (Triplex) Residential.

[Subsections A-B are unchanged]

C. Accessory dwelling units are not subject to this section.

33.18 - Nonconforming Parking—Multi-Family Residential.
A multi-family residential use or structure that is nonconforming due to the number, size or location of parking spaces, (or related design criteria for driveway access or parking backup area), may not be enlarged unless parking for the entire project is brought into compliance with the provisions of this article. Accessory dwelling units are not subject to this section.

ALTERNATIVE 1

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ZONING ORDINANCE ARTICLE 31 (SPECIAL USES – SHORT-TERM RENTALS), ARTICLE 33 (NONCONFORMING LOTS, USES, STRUCTURES, AND PARKING), ARTICLE 36 (EXTERIOR SITE IMPROVEMENTS), ARTICLE 37 (ACCESSORY DWELLING UNITS), ARTICLE 45 (ARCHITECTURAL PERMITS) AND ARTICLE 48 (FLOOR AREA RATIO FOR SINGLE-FAMILY HOMES) REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the City Council of the City of Redwood City is empowered to amend Zoning Ordinance Article 37 (Accessory Dwelling Units) to align with State policy and increase affordable housing production. Modifications to Article 37 would further the purposes of the ordinance, including allowing accessory dwelling units on residential properties (namely, single-family and multifamily properties), increasing the availability of a variety of housing types for all income groups, supporting affordable housing and multi-generational living, encouraging housing construction or alteration to meet the needs of residents with special needs including residents with disabilities, creating flexibility in the design and location of accessory dwelling units, and establishing adequate setback and height requirements; and

WHEREAS, Assembly Bills 68, 587, 670, 671, and 881 and Senate Bill 13 pertain to accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65852.2 and 65852.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, on August 18, 2020, the Planning Commission held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider amendments to Zoning Ordinance Articles 31 (Special Uses), 33 (Nonconforming Lots, Uses, Structures, and Parking), 36 (Exterior Site Improvements), 37 (Accessory Dwelling Units), 45 (Architectural Permits) and 48 (Floor Area Ratio For Single-Family Homes) (collectively, the "Zoning Ordinance Amendments"); and

WHEREAS, on March 8, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider the Zoning Ordinance Amendments; and

WHEREAS, on April 12, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider the Zoning Ordinance Amendments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds that the proposed Zoning Ordinance Amendments are in the public interest and consistent with the Redwood City General Plan.

Section 3. The City Council of the City of Redwood City hereby adopts the Zoning Ordinance Amendments as provided in Exhibit "A", attached hereto and incorporated by reference, by adding the text shown in underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 4. The proposed Zoning Ordinance Amendments have been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). Adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Government Code is an action that is exempt from the provisions of CEQA under Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). The remaining amendments have been evaluated and found to not have an impact on the environment under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that they will not have an impact on the environment, as described in the staff report.

Section 5. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 6. Applicability. The Zoning Ordinance Amendments shall not apply to building permit applications that are submitted prior to the Zoning Ordinance Amendments' effective date. Accessory dwelling units shall be used in accordance with the provisions of the Zoning Ordinance Amendments upon their effective date.

Section 7. The City Clerk is directed to cause this ordinance to be published in the manner required by law.

Section 8. This ordinance shall go into effect 30 days following its adoption.

* * *

ALTERNATIVE 1

EXHIBIT "A"

ZONING ORDINANCE AMENDMENTS

[Article 37 is amended as follows]

Article 37 - ACCESSORY DWELLING UNITS

37.1 - Purpose.

The purpose of this section is to:

A. Allow accessory dwelling units on ~~single-family~~ residential properties while respecting the character of the residential neighborhood.
B. Increase the availability of a variety of housing types that is accessible for all income groups.
C. Support affordable housing and multi-generational living.
D. Encourage housing construction or alteration to meet the needs of residents with special needs including residents with disabilities.
E. Create flexibility in the design and location of accessory dwelling units.
F. Maintain adequate setback requirements and height limitations.

37.2 - Definitions.

Accessory Dwelling Unit. An accessory dwelling unit, commonly known as a second unit or in-law unit, is an attached or detached dwelling unit that is located on the same lot as a single-family dwelling, duplex, or multiple dwelling and provides complete living, sleeping, eating, cooking, and sanitation facilities separate and independent of the main dwelling. A second unit also includes an efficiency unit, as defined in Section 17958.1 of Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Junior Accessory Dwelling Unit. An accessory dwelling unit that is no more than five hundred (500) square feet in size and contained entirely within an existing single-family residence with a separate exterior entrance. A junior accessory dwelling unit shall include a kitchen or efficiency kitchen and a bathroom, or may share a bathroom with the existing or proposed single-family residence.

37.3 - Development Standards.

An accessory dwelling unit may be constructed on the same lot as an existing or proposed single-family dwelling, duplex, or multiple dwelling in residential or mixed-use zoning districts, and in precise plan ~~in the RH, R-1, R-2, R-3, R-4, and R-5~~ zoning districts that allow residential uses, subject to applicable building code requirements and the following development standards:

ALTERNATIVE 1

A. **Number and Location**.

1. **Single Family Dwelling – Number.** No more than one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be located on the same lot that has an existing or proposed single-family dwelling. ~~Accessory dwelling units are not required to meet the density requirements of the General Plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling)~~

2. **Duplex and Multiple Dwelling – Number.** At least one (1) accessory dwelling unit within an existing duplex or multiple dwelling is permitted and additional accessory dwelling units of up to twenty-five (25) percent of the existing multiple dwelling units. Accessory dwelling units shall be located in conversions of areas that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. Not more than two (2) accessory dwelling units detached from that multiple dwelling unit are permitted per lot, and are subject to a height limit of twenty (20) feet and four (4) foot rear yard and side setbacks. Detached second story accessory dwelling units shall be subject to the height and other regulations in Section 37.3(C)(3)(b).

3. **Density.** Accessory dwelling units and junior accessory dwelling units do not count toward the allowed density for the lot upon which the unit is located. Accessory dwelling units and junior accessory dwelling units approved in compliance with this article are a residential use that is consistent with the requirements of the General Plan and zoning ordinance.

~~2~~4. **Location.** Accessory dwelling units may be attached to, detached from, or located within ~~the living area of the~~an existing dwelling. Junior accessory dwelling units must be located within the single-family home.

B. **Lot Coverage**. ~~The maximum allowable lot coverage for all structures on a single-family lot, including an accessory dwelling unit and accessory buildings, shall be limited to the maximum allowable lot coverage of the underlying zoning district.~~ Accessory dwelling units shall be exempt from the maximum lot coverage requirements of the underlying zoning district. Accessory dwelling units shall be exempt from lot coverage requirements of the underlying zoning district and rear yard coverage limitation in Section 5.5 and Section 36.5(G). For the purposes of this article, attached garages, carports, and covered porches shall count towards lot coverage.

C. **Building Height and Setbacks**.

1. **Setbacks**. A four (4) foot side and rear yard setback is required for accessory dwelling units. Except however, no setback is required for an accessory dwelling unit located within existing living area or an existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. A legal accessory building (including a detached garage) may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.

ALTERNATIVE 1

~~1. **Attached Accessory Dwelling Unit**. The height and setbacks of an attached accessory dwelling units are subject to the requirements of the underlying zoning district and the setback requirements in Section 32.3 (Supplemental Setback Requirements) and shall have independent exterior access.~~

~~2. **Detached Accessory Dwelling Unit**. The height and setbacks of a detached accessory dwelling unit shall be subject to the requirements of Section 36.5 (Accessory Buildings) with the following exceptions.~~

~~a. **Rear Yard Setback**. A detached accessory dwelling unit shall be set back six (6) feet from the rear property line.~~

2~~b~~. ~~**Conversion**~~ **Expansion of Converted Structures ~~Accessory Building~~**. ~~A legal accessory building may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.~~ An accessory dwelling unit converted from a legal accessory building or primary dwelling may include an expansion of not more than one hundred and fifty (150) square feet beyond the same physical dimensions as the existing accessory building. An expansion beyond the physical dimensions of the existing accessory building shall be limited to accommodating ingress and egress. Any further expansion of the building shall meet current requirements for an accessory dwelling unit.

~~c. **Replacement of Detached Garages**. A detached garage may be replaced by an accessory dwelling unit provided it complies with required setbacks.~~

3~~d~~. **Height ~~Second Story~~**.

a. **Attached Accessory Dwelling Unit.** Maximum height is subject to the requirements of the underlying zoning district, except that the height of an accessory dwelling unit within the rear yard setback shall not exceed twenty (20) feet.

b. **Detached Accessory Dwelling Unit.**~~If an accessory dwelling unit is constructed above a garage, the minimum second-story setback is five (5) feet from the rear and side property lines and the~~ Mmaximum height is twenty (20) feet~~, with additional roof height that complements the roof pitch of the main single-family dwelling, as determined by the Zoning Administrator~~, subject to the following:

i. No more than five hundred and seventy-six (576) square feet of the accessory dwelling unit shall be constructed above the ground floor~~over a detached garage~~. The remaining allowable square footage may be constructed on the first floor.

ii. Balconies and second story decks shall be prohibited.

iii. Open stairways shall be located interior to the site and not facing the immediately adjacent side or rear yards.

iv. Second story plate height shall be limited to eight (8) feet.

v. Windows facing immediately adjacent side and rear neighbors shall be made opaque or clerestory.

~~e. **Rear Yard Lot Coverage**: A detached one-story accessory dwelling unit shall be exempt from the rear yard coverage limitation in Sections 5.5 and 36.5(G).~~

ALTERNATIVE 1

4. **Access**. An accessory dwelling unit shall have independent exterior access.
~~3. [Reserved.]~~
~~4. [Reserved.]~~

5. **Square Footage**. The maximum allowable floor area for an accessory dwelling unit shall not exceed the area specified below, provided that in no instance may the size of an attached accessory dwelling unit exceed fifty (50) percent of the existing living area. Notwithstanding the foregoing, attached accessory dwelling units subject to Section 37.4 (Streamlined Accessory Dwelling Units) may exceed fifty (50) percent of the existing living area. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.

a. **Standard Units**. Accessory dwelling units shall not exceed ~~seven~~ eight hundred and fifty (850)~~(700)~~ square feet, except as specified in subsections (b), ~~and~~ (c) and (d) below.

b. **Multiple Bedroom Units**. Accessory dwelling units that include more than one bedroom shall not exceed one thousand (1,000) square feet.

c~~b~~. **Accessible Units**. Units meeting the California Building Code requirements for disabled access are permitted to have up to ~~one thousand (1,000)~~ one thousand two hundred (1,200) square feet of floor area.

d~~c~~. **RH and R-1 Lots Greater Than or Equal to ten thousand (10,000) Square Feet**. For lot sizes greater than or equal to ten thousand (10,000) square feet in the RH and R-1 zoning districts, the maximum allowable floor area for an accessory dwelling unit is one thousand (1,000) ~~nine hundred (900)~~ square feet.

~~6. **Definition of Floor Area**. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.~~

D. **Parking**. No additional parking spaces are required for ~~the~~ accessory dwelling units or junior accessory dwelling units. No replacement parking spaces are required if an existing garage is converted to an accessory dwelling unit. ~~If a garage or carport is converted or demolished in conjunction with the construction of an accessory dwelling unit, the required replacement spaces may be uncovered. Replacement spaces shall be located on any paved area on the lot, including within any setback. Tandem configuration is permitted.~~

E. **Pervious Area in Front Yard**. The front yard shall be subject to the minimum pervious area and stormwater requirements of the underlying zoning district.

F. [Reserved]
~~**Architectural Standards**. An accessory dwelling unit shall be generally compatible with the style and exterior paint and materials of the single-family dwelling on the same lot.~~

ALTERNATIVE 1

G. **Stormwater Treatment**. Accessory dwelling units are subject to the requirements of Section 32.12 (Stormwater Treatment), including creek protection and setbacks, except that no Use Permit shall be required in accordance with Article 42.

H. **Passageway**. A passageway is not required in conjunction with the construction of an accessory dwelling unit, unless mandated by the Americans with Disabilities Act or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky that extends from the street to the door of the accessory dwelling unit.

I. **Historic Preservation**. Any accessory dwelling unit located in a historic district or on a site with a historic landmark shall be subject to the requirements of Chapter 40 (Historic Preservation) of the City Code.

J. **Junior Accessory Dwelling Units**. If a junior accessory dwelling unit is proposed, it shall comply with the requirements of California Government Code section 65852.22, including but not limited to the following.

1. A junior accessory dwelling unit shall not exceed five hundred (500) square feet in size and shall be contained entirely within a single-family home.
2. No junior accessory dwelling unit shall be smaller than the size required to allow an efficiency unit pursuant to Health and Safety Code Section 17958.1.
3. A junior accessory dwelling unit shall be contained entirely within the walls of a single-family residence, and shall contain a kitchen or an efficiency kitchen that includes cooking appliances, a food preparation counter, and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.
4. A junior accessory dwelling unit may share a bathroom with the single-family home.
5. A junior accessory dwelling unit shall provide a separate exterior entrance from the single-family home.
6. Owner-occupancy is required. The owner may reside in either the single-family residence or the newly created junior accessory dwelling unit.
7. A deed restriction shall be recorded providing for a prohibition on the sale of the junior accessory dwelling unit separate from the single-family residence, including a statement that the deed restriction may be enforced against future purchasers, and a restriction on the size and attributes of the junior accessory dwelling unit that conforms with the requirements of Government Code Section 65852.22. Only one (1) junior accessory dwelling unit is allowed per lot.

K. **Building and Fire Code Compliance**. Accessory dwelling units shall comply with all applicable building and fire code requirements. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Except however, fire sprinklers may be allowed to address fire code compliance as needed.

37.4 - Streamlined Accessory Dwelling Units ~~Application~~.

The new construction of one (1) detached accessory dwelling unit that does not exceed eight hundred (800) square feet and sixteen (16) feet in height with minimum four (4) foot side and rear yard setbacks within a residential or mixed-use zone on a lot with a single-family dwelling shall be allowed with a building permit. The detached accessory dwelling

unit may be combined with a junior accessory dwelling unit that is constructed within the single-family home. ~~An accessory dwelling unit that includes a second-story element shall require approval of an Architectural Permit in accordance with Article 45.~~

37.5 - Long-Term Rental Only.
~~The~~ Aaccessory dwelling units shall not be ~~intended or~~ offered for sale, nor sold, but may be rented for terms longer than thirty (30) days. The short-term rental of accessory dwelling units is not permitted. Notwithstanding the foregoing, existing short-term rentals in accessory dwelling units that were registered with the City prior to January 1, 2020 may be used as short-term rentals.

37.6 - Application Review Process ~~Homeowner Occupancy~~.

A. **Application ~~Occupancy~~**. A complete building permit application for the accessory dwelling unit shall be submitted along with a checklist that demonstrates compliance with accessory dwelling unit requirements. The application shall include plans showing the details of the proposed accessory dwelling unit under submittal guidelines established by the Community Development and Transportation Director. ~~The property owner shall live on-site in either the main unit or the accessory dwelling unit.~~

B. **Compliance Determination; No Appeals ~~Exception~~**. The Community Development and Transportation Director or designee shall make a determination of compliance with this article prior to issuance of the building permit for the accessory dwelling unit. The determination of the Community Development and Transportation Director is final and not subject to appeal. ~~The homeowner may live off-site and rent out both the main house and the ADU if the homeowner has a medical condition that requires residency elsewhere or accepts a job offer outside of the San Francisco Bay Area.~~

~~1. **Process for Review**. Applications for Exception to the Homeowner Occupancy Requirement shall be filed with the Community Development Department by owner of the property affected and shall be reviewed by the Planning Manager or his/her designee. The application shall include pertinent information as may be required by the Planning Manager or his/her designee that demonstrates conformance with the exception criteria described in this subsection B.~~

~~2. **Action**. The Planning Manager may take the following actions within 45-days of application submittal:~~

~~a. Request additional information.~~

~~b. Approve or deny the application.~~

~~c. A written decision will be provided to the applicant.~~

C. **Ministerial Review**. All applications for accessory dwelling units that comply with the requirements under this article shall be approved without discretionary review or a hearing within sixty (60) days after receipt of a substantially complete application. The application shall be denied if the proposed accessory dwelling unit does not comply with all applicable requirements of this article.

[Article 31, Section 31.3 is amended as follows]

Article 31 – SPECIAL USES

ALTERNATIVE 1

31.3 - Short-Term Rental Use Incidental to a Primary Residence.

[Subsection A is unchanged]

B. Definitions. For purposes of this section, the following definitions shall apply:

[Subsections 1-3 are unchanged]

4. Primary Residence. A primary residence is a dwelling unit where a person has been physically present and that the person regards as home. A person may only have one primary residence at any given time. Evidence of a person's primary residence includes, but is not limited to, documentation from income tax statements or a driver's license. If a property has multiple dwelling units, including an ~~accessory dwelling unit or~~ apartment complex, each dwelling unit ~~and accessory dwelling unit~~ shall be considered a separate residence subject to the primary residence requirement. Accessory dwelling units shall not be considered a primary residence for purposes of Section 31.3.

[Subsections 5-6 are unchanged]

C. Permitted Use. Short-term rental uses shall be permitted in any primary residence subject to the requirements of this section, including compliance with the operating standards, registration, Transient Occupancy Tax payments, and recordkeeping obligations. Except as provided for in this section, all other short-term rental uses shall be prohibited, including the short-term rental of accessory dwelling units.

[Subsections D-H are unchanged]

[Article 45, Section 45.2 is amended as follows]

Article 45 – ARCHITECTURAL PERMITS

45.2 - Applicability.
The following projects require an Architectural Permit:

[Subsections A-B are unchanged]

C. Two-Story Additions. Single-family~~,~~ or duplex~~, or accessory~~ dwelling units that include~~s~~ new construction, additions or exterior modifications to the second floor or any upper floors.

D. Additions on Sloping Lots. One-story new construction, additions~~, new two-story accessory dwelling units~~ or exterior modifications when the lot has a slope of fifteen (15) percent or greater and the total gross floor area is three thousand (3,000) square feet or more. If the lot slope is thirty (30) percent or greater, an Architectural Permit is required for changes of any size. These provisions apply to any single-family~~,~~ or duplex ~~or two-story accessory~~ dwelling unit.

ALTERNATIVE 1

[Article 36, Section 36.5 is amended as follows]

Article 36 - EXTERIOR SITE IMPROVEMENTS

36.5 - Accessory Buildings.
The requirements of this section apply to all accessory buildings in any zoning district.

[Subsections A-B are unchanged]

C. Location. An accessory building shall not project beyond the front wall line of a main building and shall meet the following setback requirements:

1. **Front Yard.** An accessory building shall comply with the minimum front yard setback of the underlying zoning district.
2. **Side Yard.** For both interior and exterior street side yard setbacks, the accessory building shall meet the minimum side yard setback~~s~~ of the main building (refer to individual zoning district articles for further information).
3. **Rear Yard.** An accessory building shall have a minimum rear yard setback of ~~six (6)~~ four (4) feet.
4. **Setback from Other Buildings.** The accessory building shall be set back at least six (6) feet from other buildings on the same lot.

D. Height. The total height of an accessory building is limited to ~~fourteen~~ sixteen (16) ~~(14)~~ feet and the wall height is limited to nine (9) feet for flat or shed roofs adjacent to the side and rear property line.

[Subsections E-F are unchanged]

G. Total Amount of Accessory Buildings. Any combination of accessory buildings ~~or an accessory dwelling unit~~ shall not cover more than fifty (50) percent of the required rear yard area.

[Subsection H is unchanged]

[Article 48, Sections 48.2 and 48.3 are amended as follows]

Article 48 – Floor Area Ratio for Single-Family Homes

48.2 - Applicability.
This Article shall apply to all Architectural Permit applications for single-family dwellings in any zoning district~~, including single-family dwellings with an accessory dwelling unit,~~ except as described below. This Article shall not apply to accessory dwelling units, junior accessory dwelling units, or the following:

A. Ground floor additions; or

B. New single-family dwellings or additions built on a lot that is less than 5,000 square feet; or

C. Second story additions of one hundred (100) square feet or less.

ALTERNATIVE 1

48.3 — **Definitions**.
For the purposes of this Article, the following words and phrases shall have the following meanings:

A. "Gross Floor Area" means the total covered area of all floors of a single-family dwelling which includes attached garages, measured to the outside of stud walls except as described below:

1. Basements that are no more than twenty-four (24) inches above average finished grade; and
2. Detached structures including: ~~A~~accessory ~~B~~buildings and ~~A~~accessory ~~D~~dwelling ~~U~~units; and
3. Features as described in Section 32.3 E (Architectural Features); and
4. Attached accessory dwelling units and junior accessory dwelling units.

[Article 33, Sections 33.16, 33.17, and 33.18 are amended as follows]

Article 33 –Nonconforming Lots, Uses, Structures, and Parking

33.16 – Nonconforming Parking – Single-Family Residential

[Subsections A-B are unchanged]

C. Accessory dwelling units are not subject to this section.

33.17 - Nonconforming Parking—Two-Family (Duplex) and Three-Family (Triplex) Residential.

[Subsections A-B are unchanged]

C. Accessory dwelling units are not subject to this section.

33.18 - Nonconforming Parking—Multi-Family Residential.
A multi-family residential use or structure that is nonconforming due to the number, size or location of parking spaces, (or related design criteria for driveway access or parking backup area), may not be enlarged unless parking for the entire project is brought into compliance with the provisions of this article. Accessory dwelling units are not subject to this section.

ALTERNATIVE 2

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ZONING ORDINANCE ARTICLE 31 (SPECIAL USES – SHORT-TERM RENTALS), ARTICLE 33 (NONCONFORMING LOTS, USES, STRUCTURES, AND PARKING), ARTICLE 36 (EXTERIOR SITE IMPROVEMENTS), ARTICLE 37 (ACCESSORY DWELLING UNITS), ARTICLE 45 (ARCHITECTURAL PERMITS) AND ARTICLE 48 (FLOOR AREA RATIO FOR SINGLE-FAMILY HOMES) REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the City Council of the City of Redwood City is empowered to amend Zoning Ordinance Article 37 (Accessory Dwelling Units) to align with State policy and increase affordable housing production. Modifications to Article 37 would further the purposes of the ordinance, including allowing accessory dwelling units on residential properties (namely, single-family and multifamily properties), increasing the availability of a variety of housing types for all income groups, supporting affordable housing and multi-generational living, encouraging housing construction or alteration to meet the needs of residents with special needs including residents with disabilities, creating flexibility in the design and location of accessory dwelling units, and establishing adequate setback and height requirements; and

WHEREAS, Assembly Bills 68, 587, 670, 671, and 881 and Senate Bill 13 pertain to accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65852.2 and 65852.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, on August 18, 2020, the Planning Commission held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider amendments to Zoning Ordinance Articles 31 (Special Uses), 33 (Nonconforming Lots, Uses, Structures, and Parking), 36 (Exterior Site Improvements), 37 (Accessory Dwelling Units), 45 (Architectural Permits) and 48 (Floor Area Ratio For Single-Family Homes) (collectively, the "Zoning Ordinance Amendments"); and

WHEREAS, on March 8, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider the Zoning Ordinance Amendments; and

WHEREAS, on April 12, 2021, the City Council held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider the Zoning Ordinance Amendments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds that the proposed Zoning Ordinance Amendments are in the public interest and consistent with the Redwood City General Plan.

Section 3. The City Council of the City of Redwood City hereby adopts the Zoning Ordinance Amendments as provided in Exhibit "A", attached hereto and incorporated by reference, by adding the text shown in underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 4. The proposed Zoning Ordinance Amendments have been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). Adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Government Code is an action that is exempt from the provisions of CEQA under Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). The remaining amendments have been evaluated and found to not have an impact on the environment under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that they will not have an impact on the environment, as described in the staff report.

Section 5. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 6. Applicability. The Zoning Ordinance Amendments shall not apply to building permit applications that are submitted prior to the Zoning Ordinance Amendments' effective date. Accessory dwelling units shall be used in accordance with the provisions of the Zoning Ordinance Amendments upon their effective date.

Section 7. The City Clerk is directed to cause this ordinance to be published in the manner required by law.

Section 8. This ordinance shall go into effect 30 days following its adoption.

* * *

ALTERNATIVE 2

EXHIBIT "A"

ZONING ORDINANCE AMENDMENTS

[Article 37 is amended as follows]

Article 37 - ACCESSORY DWELLING UNITS

37.1 - Purpose.

The purpose of this section is to:

A. Allow accessory dwelling units on ~~single-family~~ residential properties while respecting the character of the residential neighborhood.
B. Increase the availability of a variety of housing types that is accessible for all income groups.
C. Support affordable housing and multi-generational living.
D. Encourage housing construction or alteration to meet the needs of residents with special needs including residents with disabilities.
E. Create flexibility in the design and location of accessory dwelling units.
F. Maintain adequate setback requirements and height limitations.

37.2 - Definitions.

Accessory Dwelling Unit. An accessory dwelling unit, commonly known as a second unit or in-law unit, is an attached or detached dwelling unit that is located on the same lot as a single-family dwelling, duplex, or multiple dwelling and provides complete living, sleeping, eating, cooking, and sanitation facilities separate and independent of the main dwelling. A second unit also includes an efficiency unit, as defined in Section 17958.1 of Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Junior Accessory Dwelling Unit. An accessory dwelling unit that is no more than five hundred (500) square feet in size and contained entirely within an existing single-family residence with a separate exterior entrance. A junior accessory dwelling unit shall include a kitchen or efficiency kitchen and a bathroom, or may share a bathroom with the existing or proposed single-family residence.

37.3 - Development Standards.

An accessory dwelling unit may be constructed on the same lot as an existing or proposed single-family dwelling, duplex, or multiple dwelling in residential or mixed-use zoning districts, and in precise plan ~~in the RH, R-1, R-2, R-3, R-4, and R-5~~ zoning districts that allow residential uses, subject to applicable building code requirements and the following development standards:

ALTERNATIVE 2

A. **Number and Location**.

1. **Single Family Dwelling – Number.** No more than one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be located on the same lot that has an existing or proposed single-family dwelling. ~~Accessory dwelling units are not required to meet the density requirements of the General Plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling)~~

2. **Duplex and Multiple Dwelling – Number.** At least one (1) accessory dwelling unit within an existing duplex or multiple dwelling is permitted and additional accessory dwelling units of up to twenty-five (25) percent of the existing multiple dwelling units. Accessory dwelling units shall be located in conversions of areas that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. Not more than two (2) accessory dwelling units detached from that multiple dwelling unit are permitted per lot, and are subject to a height limit of twenty (20) feet and four (4) foot rear yard and side setbacks.

3. **Density.** Accessory dwelling units and junior accessory dwelling units do not count toward the allowed density for the lot upon which the unit is located. Accessory dwelling units and junior accessory dwelling units approved in compliance with this article are a residential use that is consistent with the requirements of the General Plan and zoning ordinance.

~~2~~4. **Location.** Accessory dwelling units may be attached to, detached from, or located within ~~the living area of the~~an existing dwelling. Junior accessory dwelling units must be located within the single-family home.

B. **Lot Coverage**. ~~The maximum allowable lot coverage for all structures on a single-family lot, including an accessory dwelling unit and accessory buildings, shall be limited to the maximum allowable lot coverage of the underlying zoning district.~~ Accessory dwelling units shall be exempt from the maximum lot coverage requirements of the underlying zoning district. Accessory dwelling units shall be exempt from lot coverage requirements of the underlying zoning district and rear yard coverage limitation in Section 5.5 and Section 36.5(G). For the purposes of this article, attached garages, carports, and covered porches shall count towards lot coverage.

C. **Building Height and Setbacks**.

1. **Setbacks**. A four (4) foot side and rear yard setback is required for accessory dwelling units. Except however, no setback is required for an accessory dwelling unit located within existing living area or an existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. A legal accessory building (including a detached garage) may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.

ALTERNATIVE 2

~~1. **Attached Accessory Dwelling Unit**. The height and setbacks of an attached accessory dwelling units are subject to the requirements of the underlying zoning district and the setback requirements in Section 32.3 (Supplemental Setback Requirements) and shall have independent exterior access.~~

~~2. **Detached Accessory Dwelling Unit**. The height and setbacks of a detached accessory dwelling unit shall be subject to the requirements of Section 36.5 (Accessory Buildings) with the following exceptions.~~

~~a. **Rear Yard Setback**. A detached accessory dwelling unit shall be set back six (6) feet from the rear property line.~~

2~~b~~. ~~**Conversion**~~ **Expansion of Converted Structures** ~~**Accessory Building**~~. ~~A legal accessory building may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.~~ An accessory dwelling unit converted from a legal accessory building or primary dwelling may include an expansion of not more than one hundred and fifty (150) square feet beyond the same physical dimensions as the existing accessory building. An expansion beyond the physical dimensions of the existing accessory building shall be limited to accommodating ingress and egress. Any further expansion of the building shall meet current requirements for an accessory dwelling unit.

~~c. **Replacement of Detached Garages**. A detached garage may be replaced by an accessory dwelling unit provided it complies with required setbacks.~~

3~~d~~. **Height** ~~**Second Story**~~.

a. **Attached Accessory Dwelling Unit.** Maximum height is subject to the requirements of the underlying zoning district, except that the height of accessory dwelling units within the rear yard setback shall not exceed twenty (20) feet.

b. **Detached Accessory Dwelling Unit.**~~If an accessory dwelling unit is constructed above a garage, the minimum second-story setback is five (5) feet from the rear and side property lines and the~~ Mmaximum height is twenty (20) feet.~~, with additional roof height that complements the roof pitch of the main single-family dwelling, as determined by the Zoning Administrator, subject to the following:~~

~~i. No more than five hundred and seventy-six (576) square feet of the accessory dwelling unit shall be constructed over a detached garage. The remaining allowable square footage may be constructed on the first floor.~~

~~ii. Balconies and second story decks shall be prohibited.~~

~~iii. Open stairways shall be located interior to the site and not facing the immediately adjacent side or rear yards.~~

~~iv. Second story plate height shall be limited to eight (8) feet.~~

~~v. Windows facing immediately adjacent side and rear neighbors shall be made opaque or clerestory.~~

~~e. **Rear Yard Lot Coverage**: A detached one-story accessory dwelling unit shall be exempt from the rear yard coverage limitation in Sections 5.5 and 36.5(G).~~

4. **Access**. An accessory dwelling unit shall have independent exterior access.

ALTERNATIVE 2

~~3. [Reserved.]~~
~~4. [Reserved.]~~

5. **Square Footage**. The maximum allowable floor area for an accessory dwelling unit shall not exceed the area specified below, provided that in no instance may the size of an attached accessory dwelling unit exceed fifty (50) percent of the existing living area. Notwithstanding the foregoing, attached accessory dwelling units subject to Section 37.4 (Streamlined Accessory Dwelling Units) may exceed fifty (50) percent of the existing living area. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.

a. **Standard Units**. Accessory dwelling units shall not exceed ~~seven~~ eight hundred and fifty (850)~~(700)~~ square feet, except as specified in subsections (b)~~,~~ ~~and~~ (c) and (d) below.

b. **Multiple Bedroom Units**. Accessory dwelling units that include more than one bedroom shall not exceed one thousand (1,000) square feet.

c~~b~~. **Accessible Units**. Units meeting the California Building Code requirements for disabled access are permitted to have up to ~~one thousand (1,000)~~ one thousand two hundred (1,200) square feet of floor area.

d~~c~~. **RH and R-1 Lots Greater Than or Equal to ten thousand (10,000) Square Feet**. For lot sizes greater than or equal to ten thousand (10,000) square feet in the RH and R-1 zoning districts, the maximum allowable floor area for an accessory dwelling unit is one thousand (1,000) ~~nine hundred (900)~~ square feet.

~~6. **Definition of Floor Area**. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.~~

D. **Parking**. No additional parking spaces are required for ~~the~~ accessory dwelling units or junior accessory dwelling units. No replacement parking spaces are required if an existing garage is converted to an accessory dwelling unit. ~~If a garage or carport is converted or demolished in conjunction with the construction of an accessory dwelling unit, the required replacement spaces may be uncovered. Replacement spaces shall be located on any paved area on the lot, including within any setback. Tandem configuration is permitted.~~

E. **Pervious Area in Front Yard**. The front yard shall be subject to the minimum pervious area and stormwater requirements of the underlying zoning district.

F. [Reserved]
~~**Architectural Standards**. An accessory dwelling unit shall be generally compatible with the style and exterior paint and materials of the single-family dwelling on the same lot.~~

G. **Stormwater Treatment**. Accessory dwelling units are subject to the requirements of Section 32.12 (Stormwater Treatment), including creek protection and setbacks, except that no Use Permit shall be required in accordance with Article 42.

H. **Passageway**. A passageway is not required in conjunction with the construction of an accessory dwelling unit, unless mandated by the Americans with Disabilities Act or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky that extends from the street to the door of the accessory dwelling unit.

I. **Historic Preservation**. Any accessory dwelling unit located in a historic district or on a site with a historic landmark shall be subject to the requirements of Chapter 40 (Historic Preservation) of the City Code.

J. **Junior Accessory Dwelling Units**. If a junior accessory dwelling unit is proposed, it shall comply with the requirements of California Government Code section 65852.22, including but not limited to the following.

1. A junior accessory dwelling unit shall not exceed five hundred (500) square feet in size and shall be contained entirely within a single-family home.
2. No junior accessory dwelling unit shall be smaller than the size required to allow an efficiency unit pursuant to Health and Safety Code Section 17958.1.
3. A junior accessory dwelling unit shall be contained entirely within the walls of a single-family residence, and shall contain a kitchen or an efficiency kitchen that includes cooking appliances, a food preparation counter, and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.
4. A junior accessory dwelling unit may share a bathroom with the single-family home.
5. A junior accessory dwelling unit shall provide a separate exterior entrance from the single-family home.
6. Owner-occupancy is required. The owner may reside in either the single-family residence or the newly created junior accessory dwelling unit.
7. A deed restriction shall be recorded providing for a prohibition on the sale of the junior accessory dwelling unit separate from the single-family residence, including a statement that the deed restriction may be enforced against future purchasers, and a restriction on the size and attributes of the junior accessory dwelling unit that conforms with the requirements of Government Code Section 65852.22. Only one (1) junior accessory dwelling unit is allowed per lot.

K. **Building and Fire Code Compliance**. Accessory dwelling units shall comply with all applicable building and fire code requirements. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Except however, fire sprinklers may be allowed to address fire code compliance as needed.

37.4 - Streamlined Accessory Dwelling Units ~~Application~~.

The new construction of one (1) detached accessory dwelling unit that does not exceed eight hundred (800) square feet and sixteen (16) feet in height with minimum four (4) foot side and rear yard setbacks within a residential or mixed-use zone on a lot with a single-family dwelling shall be allowed with a building permit. The detached accessory dwelling unit may be combined with a junior accessory dwelling unit that is constructed within the single-family home. ~~An accessory dwelling unit that includes a second-story element shall require approval of an Architectural Permit in accordance with Article 45.~~

ALTERNATIVE 2

37.5 - Long-Term Rental Only.
~~The~~ Aaccessory dwelling units shall not be ~~intended or~~ offered for sale, nor sold, but may be rented for terms longer than thirty (30) days. The short-term rental of accessory dwelling units is not permitted. Notwithstanding the foregoing, existing short-term rentals in accessory dwelling units that were registered with the City prior to January 1, 2020 may be used as short-term rentals.

37.6 - Application Review Process ~~Homeowner Occupancy~~.

A. **Application ~~Occupancy~~**. A complete building permit application for the accessory dwelling unit shall be submitted along with a checklist that demonstrates compliance with accessory dwelling unit requirements. The application shall include plans showing the details of the proposed accessory dwelling unit under submittal guidelines established by the Community Development and Transportation Director. ~~The property owner shall live on-site in either the main unit or the accessory dwelling unit.~~

B. **Compliance Determination; No Appeals ~~Exception~~**. The Community Development and Transportation Director or designee shall make a determination of compliance with this article prior to issuance of the building permit for the accessory dwelling unit. The determination of the Community Development and Transportation Director is final and not subject to appeal. ~~The homeowner may live off-site and rent out both the main house and the ADU if the homeowner has a medical condition that requires residency elsewhere or accepts a job offer outside of the San Francisco Bay Area.~~

~~1. **Process for Review**. Applications for Exception to the Homeowner Occupancy Requirement shall be filed with the Community Development Department by owner of the property affected and shall be reviewed by the Planning Manager or his/her designee. The application shall include pertinent information as may be required by the Planning Manager or his/her designee that demonstrates conformance with the exception criteria described in this subsection B.~~

~~2. **Action**. The Planning Manager may take the following actions within 45-days of application submittal:~~

~~a. Request additional information.~~

~~b. Approve or deny the application.~~

~~c. A written decision will be provided to the applicant.~~

C. **Ministerial Review**. All applications for accessory dwelling units that comply with the requirements under this article shall be approved without discretionary review or a hearing within sixty (60) days after receipt of a substantially complete application. The application shall be denied if the proposed accessory dwelling unit does not comply with all applicable requirements of this article.

[Article 31, Section 31.3 is amended as follows]

Article 31 – SPECIAL USES

31.3 - Short-Term Rental Use Incidental to a Primary Residence.

[Subsection A is unchanged]

ALTERNATIVE 2

B. Definitions. For purposes of this section, the following definitions shall apply:

[Subsections 1-3 are unchanged]

4. Primary Residence. A primary residence is a dwelling unit where a person has been physically present and that the person regards as home. A person may only have one primary residence at any given time. Evidence of a person's primary residence includes, but is not limited to, documentation from income tax statements or a driver's license. If a property has multiple dwelling units, including an ~~accessory dwelling unit or~~ apartment complex, each dwelling unit ~~and accessory dwelling unit~~ shall be considered a separate residence subject to the primary residence requirement. Accessory dwelling units shall not be considered a primary residence for purposes of Section 31.3.

[Subsections 5-6 are unchanged]

C. Permitted Use. Short-term rental uses shall be permitted in any primary residence subject to the requirements of this section, including compliance with the operating standards, registration, Transient Occupancy Tax payments, and recordkeeping obligations. Except as provided for in this section, all other short-term rental uses shall be prohibited, including the short-term rental of accessory dwelling units.

[Subsections D-H are unchanged]

[Article 45, Section 45.2 is amended as follows]

Article 45 – ARCHITECTURAL PERMITS

45.2 - Applicability.
The following projects require an Architectural Permit:

[Subsections A-B are unchanged]

C. Two-Story Additions. Single-family~~,~~ or duplex~~, or accessory~~ dwelling units that include~~s~~ new construction, additions or exterior modifications to the second floor or any upper floors.

D. Additions on Sloping Lots. One-story new construction, additions~~, new two-story accessory dwelling units~~ or exterior modifications when the lot has a slope of fifteen (15) percent or greater and the total gross floor area is three thousand (3,000) square feet or more. If the lot slope is thirty (30) percent or greater, an Architectural Permit is required for changes of any size. These provisions apply to any single-family~~,~~ or duplex ~~or two-story accessory~~ dwelling unit.

ALTERNATIVE 2

[Article 36, Section 36.5 is amended as follows]

Article 36 - EXTERIOR SITE IMPROVEMENTS

36.5 - Accessory Buildings.
The requirements of this section apply to all accessory buildings in any zoning district.

[Subsections A-B are unchanged]

C. Location. An accessory building shall not project beyond the front wall line of a main building and shall meet the following setback requirements:

1. **Front Yard.** An accessory building shall comply with the minimum front yard setback of the underlying zoning district.
2. **Side Yard.** For both interior and exterior street side yard setbacks, the accessory building shall meet the minimum side yard setback~~s~~ of the main building (refer to individual zoning district articles for further information).
3. **Rear Yard.** An accessory building shall have a minimum rear yard setback of ~~six (6)~~ four (4) feet.
4. **Setback from Other Buildings.** The accessory building shall be set back at least six (6) feet from other buildings on the same lot.

D. Height. The total height of an accessory building is limited to ~~fourteen~~ sixteen (16) ~~(14)~~ feet and the wall height is limited to nine (9) feet for flat or shed roofs adjacent to the side and rear property line.

[Subsections E-F are unchanged]

G. Total Amount of Accessory Buildings. Any combination of accessory buildings ~~or an accessory dwelling unit~~ shall not cover more than fifty (50) percent of the required rear yard area.

[Subsection H is unchanged]

[Article 48, Sections 48.2 and 48.3 are amended as follows]

Article 48 – Floor Area Ratio for Single-Family Homes

48.2 - Applicability.
This Article shall apply to all Architectural Permit applications for single-family dwellings in any zoning district~~, including single-family dwellings with an accessory dwelling unit,~~ except as described below. This Article shall not apply to accessory dwelling units, junior accessory dwelling units, or the following:

A. Ground floor additions; or

B. New single-family dwellings or additions built on a lot that is less than 5,000 square feet; or

C. Second story additions of one hundred (100) square feet or less.

ALTERNATIVE 2

48.3 — **Definitions**.
For the purposes of this Article, the following words and phrases shall have the following meanings:

A. "Gross Floor Area" means the total covered area of all floors of a single-family dwelling which includes attached garages, measured to the outside of stud walls except as described below:

1. Basements that are no more than twenty-four (24) inches above average finished grade; and
2. Detached structures including: ~~A~~accessory ~~B~~buildings and ~~A~~accessory ~~D~~dwelling ~~U~~units; and
3. Features as described in Section 32.3 E (Architectural Features); and
4. Attached accessory dwelling units and junior accessory dwelling units.

[Article 33, Sections 33.16, 33.17, and 33.18 are amended as follows]

Article 33 –Nonconforming Lots, Uses, Structures, and Parking

33.16 – Nonconforming Parking – Single-Family Residential

[Subsections A-B are unchanged]

C. Accessory dwelling units are not subject to this section.

33.17 - Nonconforming Parking—Two-Family (Duplex) and Three-Family (Triplex) Residential.

[Subsections A-B are unchanged]

C. Accessory dwelling units are not subject to this section.

33.18 - Nonconforming Parking—Multi-Family Residential.
A multi-family residential use or structure that is nonconforming due to the number, size or location of parking spaces, (or related design criteria for driveway access or parking backup area), may not be enlarged unless parking for the entire project is brought into compliance with the provisions of this article. Accessory dwelling units are not subject to this section.

RESOLUTION NO. 20-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDWOOD CITY RECOMMENDING THAT THE CITY COUNCIL AMEND ZONING ORDINANCE ARTICLE 5 (RH (RESIDENTIAL—HILLSIDE) AND R-1 (RESIDENTIAL—SINGLE-FAMILY) DISTRICTS), ARTICLE 6 (R-2 (RESIDENTIAL—DUPLEX) DISTRICT), ARTICLE 8 (R-3 (MULTI-FAMILY—LOW DENSITY) DISTRICT), ARTICLE 9 (R-4 (MULTI-FAMILY—MEDIUM DENSITY) DISTRICT), ARTICLE 10 (R-5 (MULTI-FAMILY—HIGH DENSITY) DISTRICT), ARTICLE 31 (SPECIAL USES – SHORT-TERM RENTALS), ARTICLE 33 (NONCONFORMING LOTS, USES, STRUCTURES, AND PARKING), ARTICLE 36 (EXTERIOR SITE IMPROVEMENTS), ARTICLE 37 (ACCESSORY DWELLING UNITS), ARTICLE 45 (ARCHITECTURAL PERMITS) AND ARTICLE 48 (FLOOR AREA RATIO FOR SINGLE-FAMILY HOMES) REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the Planning Commission of the City of Redwood City is empowered to recommend amendments to Zoning Ordinance Article 37 (Accessory Dwelling Units) to align with State policy and increase affordable housing production. Modifications to Article 37 would further the purposes of the ordinance, including allowing accessory dwelling units on residential properties, increasing the availability of a variety of housing types for all income groups, supporting affordable housing and multi-generational living, encouraging housing construction or alteration to meet the needs of residents with special needs including residents with disabilities, creating flexibility in the design and location of accessory dwelling units, and establishing adequate setback and height requirements; and

WHEREAS, Assembly Bills 68, 587, 671, and 881 and Senate Bill 13 pertain to accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65952.2 and 65952.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, on August 18, 2020, the Planning Commission held a duly noticed public hearing, in accordance with all applicable requirements of the Redwood City Zoning Ordinance, to consider amendments to Zoning Ordinance Articles 5 (R-1 and RH District), 6 (R-2 District), 8 (R-3 District), 9 (R-4 District), 10 (R-5 District), 31 (Special Uses), 33 (Nonconforming Lots, Uses, Structures, and Parking), 36 (Exterior Site Improvements), 37 (Accessory Dwelling Units), 45 (Architectural Permits) and 48 (Floor Area Ratio For Single-Family Homes) (collectively, the "Zoning Ordinance Amendments").

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The Planning Commission hereby finds that the proposed Zoning Ordinance Amendments are in the public interest and consistent with the Redwood City General Plan.

Section 3. The Planning Commission of the City of Redwood City hereby recommends that the City Council adopt the Zoning Ordinance Amendments as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 4. The proposed Zoning Ordinance Amendments have been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). Adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Government Code is an action that is exempt from the provisions of CEQA under Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). The remaining amendments have been evaluated and found to not have an impact on the environment under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that they will not have an impact on the environment, as described in the staff report.

Section 5. The Planning Commission hereby declares every section, paragraph, sentence, cause and phrase of the Zoning Ordinance Amendments is severable. If any section, paragraph, sentence, clause or phrase of the Zoning Ordinance Amendments is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 6. Applicability. The Planning Commission recommends that: (A) the Zoning Ordinance Amendments shall not apply to building permit applications that are submitted prior to the Zoning Ordinance Amendments' effective date, and (B) Accessory dwelling units shall be used in accordance with the provisions of the Zoning Ordinance Amendments upon their effective date.

Section 7. This resolution shall go into effect immediately.

* * *

EXHIBIT "A"

ZONING ORDINANCE AMENDMENTS

[Article 37 is amended as follows]

Article 37 - ACCESSORY DWELLING UNITS

37.1 - Purpose.

The purpose of this section is to:

A. Allow accessory dwelling units on ~~single-family~~ residential properties while respecting the character of the residential neighborhood.
B. Increase the availability of a variety of housing types that is accessible for all income groups.
C. Support affordable housing and multi-generational living.
D. Encourage housing construction or alteration to meet the needs of residents with special needs including residents with disabilities.
E. Create flexibility in the design and location of accessory dwelling units.
F. Maintain adequate setback requirements and height limitations.

37.2 - Definitions.

Accessory Dwelling Unit. An accessory dwelling unit, commonly known as a second unit or in-law unit, is an attached or detached dwelling unit that is located on the same lot as a single-family dwelling, duplex, or multiple dwelling and provides complete living, sleeping, eating, cooking, and sanitation facilities separate and independent of the main dwelling. A second unit also includes an efficiency unit, as defined in Section 17958.1 of Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Junior Accessory Dwelling Unit. An accessory dwelling unit that is no more than 500 square feet in size and contained entirely within an existing a single-family residence with a separate exterior entrance. A junior accessory dwelling unit may include a kitchen or efficiency kitchen and a bathroom, or may share a bathroom with the existing single-family residence.

37.3 - Development Standards.

An accessory dwelling unit may be constructed on the same lot as an existing or proposed single-family dwelling, duplex, or multiple dwelling in residential or mixed-use zoning districts, and in precise plan ~~in the RH, R-1, R-2, R-3, R-4, and R-5~~ zoning districts that allow residential uses, subject to applicable building code requirements and the following development standards:

A. **Number and Location**.

1. **Single Family Dwelling – Number.** No more than one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be located on the same lot that has an existing or proposed single-family dwelling. ~~Accessory dwelling units are not required to meet the density requirements of the General Plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling)~~

2. **Duplex and Multiple Dwelling – Number.** At least one (1) accessory dwelling unit within an existing duplex or multiple dwelling is permitted and additional dwelling units of up to twenty-five (25) percent of the existing multiple dwelling units. Accessory dwelling units shall be located in areas that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. Not more than two (2) accessory dwelling units detached from that multiple dwelling unit are permitted per lot, and are subject to a height limit of 16 feet and four-foot (4) rear yard and side setbacks.

3. **Density.** Accessory dwelling units and junior accessory dwelling units do not count toward the allowed density for the lot upon which the unit is located. Accessory dwelling units and junior accessory dwelling units approved in compliance with this article are a residential use that is consistent with the requirements of the General Plan and zoning ordinance.

~~2~~4. **Location.** Accessory dwelling units may be attached to, detached from, or located within ~~the living area of the~~ an existing dwelling. Junior accessory dwelling units must be located within the single-family home.

B. **Lot Coverage**. ~~The maximum allowable lot coverage for all structures on a single-family lot, including an accessory dwelling unit and accessory buildings, shall be limited to the maximum allowable lot coverage of the underlying zoning district.~~ Accessory Dwelling Units shall be exempt from the maximum lot coverage requirements of the underlying zoning district. Accessory dwelling units shall be exempt from lot coverage requirements of the underlying zoning district and rear yard coverage limitation in Section 5.5 and Section 36.5(G). For the purposes of this article, attached garages, carports, and covered porches shall count towards lot coverage.

C. **Building Height and Setbacks**.

1. **Setbacks**. A four-foot side and rear yard setback is required for accessory dwelling units. Except however, no setback is required for an accessory dwelling unit located within existing living area or an existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. A legal accessory building (including a detached garage) may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.

~~1. **Attached Accessory Dwelling Unit**. The height and setbacks of an attached accessory dwelling units are subject to the requirements of the underlying zoning district and the setback requirements in Section 32.3 (Supplemental Setback Requirements) and shall have independent exterior access.~~

~~2. **Detached Accessory Dwelling Unit**. The height and setbacks of a detached accessory dwelling unit shall be subject to the requirements of Section 36.5 (Accessory Buildings) with the following exceptions.~~

~~a. **Rear Yard Setback**. A detached accessory dwelling unit shall be set back six (6) feet from the rear property line.~~

2~~b~~. ~~**Conversion**~~ **Expansion of Converted Accessory Building**. ~~A legal accessory building may be converted into an accessory dwelling unit provided the side and rear setbacks are sufficient for fire safety.~~ An accessory dwelling unit converted from a legal accessory building may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory building. An expansion beyond the physical dimensions of the existing accessory building shall be limited to accommodating ingress and egress. Any further expansion of the building shall meet current requirements for an accessory dwelling unit.

~~c. **Replacement of Detached Garages**. A detached garage may be replaced by an accessory dwelling unit provided it complies with required setbacks.~~

3~~d~~. **Height ~~Second Story~~**.

a. **Attached Accessory Dwelling Unit.** Maximum height is subject to the requirements of the underlying zoning district, except that the height of ADUs within the rear yard setback shall not exceed 16 feet.

b. **Detached Accessory Dwelling Unit.** ~~If an accessory dwelling unit is constructed above a garage, the minimum second-story setback is five (5) feet from the rear and side property lines and the~~ M~~m~~aximum height is sixteen ~~(20)~~ (16) feet. ~~with additional roof height that complements the roof, pitch of the main single-family dwelling, as determined by the Zoning Administrator, side and rear neighbors shall be made opaque or clerestory.~~

~~e. **Rear Yard Lot Coverage**: A detached one-story accessory dwelling unit shall be exempt from the rear yard coverage limitation in Sections 5.5 and 36.5(G).~~

4. **Access**. An accessory dwelling unit shall have independent exterior access.

~~3. [Reserved.]~~
~~4. [Reserved.]~~

5. **Square Footage**. The maximum allowable floor area for an accessory dwelling unit shall not exceed the area specified below, provided that in no instance may the size of an attached accessory dwelling unit exceed fifty (50) percent of the existing living area. Notwithstanding the foregoing, attached accessory dwelling units subject to Section 37.4 (Streamlined Accessory Dwelling Units) may exceed fifty (50)

percent of the existing living area. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.

a. **Standard Units**. Accessory dwelling units shall not exceed ~~seven~~ eight hundred and fifty (850) ~~(700)~~ square feet, except as specified in subsections (b) ~~and~~ (c) and (d) below.

b. **Multiple Bedroom Units**. Accessory dwelling units that include more than one bedroom shall not exceed one thousand (1,000) square feet.

c~~b~~. **Accessible Units**. Units meeting the California Building Code requirements for disabled access are permitted to have up to ~~one thousand (1,000)~~ one thousand two hundred (1,200) square feet of floor area.

d~~c~~. **RH and R-1 Lots Greater Than or Equal to ten thousand (10,000) Square Feet**. For lot sizes greater than or equal to ten thousand (10,000) square feet in the RH and R-1 zoning districts, the maximum allowable floor area for an accessory dwelling unit is one thousand (1,000) ~~nine hundred (900)~~ square feet.

6. ~~**Definition of Floor Area**. For the purposes of this article, floor area for an accessory dwelling unit shall not include garages, carports, and covered porches.~~

D. **Parking**. No additional parking spaces are required for ~~the~~ accessory dwelling units or junior accessory dwelling units. No replacement parking spaces are required if an existing garage is converted to an accessory dwelling unit. ~~If a garage or carport is converted or demolished in conjunction with the construction of an accessory dwelling unit, the required replacement spaces may be uncovered. Replacement spaces shall be located on any paved area on the lot, including within any setback. Tandem configuration is permitted.~~

E. **Pervious Area in Front Yard**. The front yard shall be subject to the minimum pervious area and stormwater requirements of the underlying zoning district.

F. [Reserved] ~~**Architectural Standards**. An accessory dwelling unit shall be generally compatible with the style and exterior paint and materials of the single-family dwelling on the same lot.~~

G. **Stormwater Treatment**. Accessory dwelling units are subject to the requirements of Section 32.12 (Stormwater Treatment), including creek protection and setbacks, except that no Use Permit shall be required in accordance with Article 42.

H. **Passageway**. A passageway is not required in conjunction with the construction of an accessory dwelling unit, unless mandated by the Americans with Disabilities Act or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky that extends from the street to the door of the accessory dwelling unit.

I. **Historic Preservation**. Any accessory dwelling unit located in a historic district or on a site with a historic landmark shall be subject to the requirements of Chapter 40 (Historic Preservation) of the City Code.

J. **Junior Accessory Dwelling Units**. If a junior accessory dwelling unit is proposed, it shall comply with the requirements of California Government Code section 65852.22, including but not limited to the following.

1. A junior accessory dwelling unit shall not exceed 500 square feet in size and contained entirely within a single family home.
2. No junior accessory dwelling unit shall be smaller than the size required to allow an efficiency unit pursuant to Health and Safety Code Section 17958.1.
3. A junior accessory dwelling unit shall be contained entirely within the walls of a single-family residence, and shall contain a kitchen or an efficiency kitchen that includes cooking appliances, a food preparation counter, and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.
4. A junior accessory dwelling unit may share a bathroom with the single-family home.
5. A junior accessory dwelling unit shall provide a separate exterior entrance from the single-family home.
6. Owner-occupancy is required. The owner may reside in either the single-family residence or the newly created junior accessory dwelling unit.
7. A deed restriction shall be recorded providing for a prohibition on the sale of the junior accessory dwelling unit separate from the single-family residence, including a statement that the deed restriction may be enforced against future purchasers. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with the requirements of Government Code Section 65852.22.8. Only one junior accessory dwelling unit is allowed per lot.

K. **Building and Fire Code Compliance**. Accessory dwelling units shall comply with all applicable building and fire code requirements. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Except however, fire sprinklers may be allowed to address fire code compliance as needed.

37.4 - Streamlined Accessory Dwelling Units ~~Application~~.

The new construction of one detached accessory dwelling unit that does not exceed eight hundred (800) square feet and sixteen (16) feet in height with minimum four (4) foot side and rear yard setbacks within a residential or mixed-use zone on a lot with a single-family dwelling shall be allowed with a building permit. The detached accessory dwelling unit may be combined with a junior accessory dwelling unit when constructed within the single-family home. ~~An accessory dwelling unit that includes a second-story element shall require approval of an Architectural Permit in accordance with Article 45.~~

37.5 - Long-Term Rental Only.

~~The~~ Aaccessory dwelling units shall not be ~~intended or~~ offered for sale, nor sold, but may be rented for terms of thirty (30) days or longer. The short-term rental of accessory dwelling units is not permitted.

37.6 - Application Review Process ~~Homeowner Occupancy~~.

A. **Application ~~Occupancy~~**. A complete building permit application for the accessory dwelling unit shall be submitted along with a checklist that demonstrates compliance with accessory dwelling unit requirements. The application shall include plans showing the details of the proposed accessory dwelling unit under submittal guidelines established by the Community Development Director. ~~The property owner shall live on-site in either the main unit or the accessory dwelling unit.~~

B. **Compliance Determination; No Appeals ~~Exception~~**. The Community Development Director or his or her designee shall make a determination of compliance with this article prior to issuance of the building permit for the accessory dwelling unit. The determination of the Community Development Director is final and not subject to appeal. ~~The homeowner may live off-site and rent out both the main house and the ADU if the homeowner has a medical condition that requires residency elsewhere or accepts a job offer outside of the San Francisco Bay Area.~~

~~1. **Process for Review**. Applications for Exception to the Homeowner Occupancy Requirement shall be filed with the Community Development Department by owner of the property affected and shall be reviewed by the Planning Manager or his/her designee. The application shall include pertinent information as may be required by the Planning Manager or his/her designee that demonstrates conformance with the exception criteria described in this subsection B.~~

~~2. **Action**. The Planning Manager may take the following actions within 45-days of application submittal:~~

~~a. Request additional information.~~

~~b. Approve or deny the application.~~

~~c. A written decision will be provided to the applicant.~~

C. **Ministerial Review**. All applications for accessory dwelling units that meet and comply with the requirements under this article shall be approved without discretionary review or a hearing within sixty (60) days after receipt of a substantially complete application. The application shall be denied if the proposed accessory dwelling unit does not comply with all applicable requirements of this article.

[Article 31, Section 31.3 is amended as follows]

Article 31 – SPECIAL USES

31.3 - Short-Term Rental Use Incidental to a Primary Residence.

[Subsection A is unchanged]

B. Definitions. For purposes of this section, the following definitions shall apply:
[Subsections 1-3 are unchanged]

4. Primary Residence. A primary residence is a dwelling unit where a person has been physically present and that the person regards as home. A person may only have one primary residence at any given time. Evidence of a person's primary residence includes, but is not limited to, documentation from income tax statements or a driver's license. If a property has multiple dwelling units, including an ~~accessory dwelling unit or~~ apartment complex, each dwelling unit ~~and accessory dwelling unit~~

shall be considered a separate residence subject to the primary residence requirement. Accessory dwelling units shall not be considered a primary residence for purposes of Section 31.3.

[Subsections 5-6 are unchanged]

C. Permitted Use. Short-term rental uses shall be permitted in any primary residence subject to the requirements of this section, including compliance with the operating standards, registration, Transient Occupancy Tax payments, and recordkeeping obligations. Except as provided for in this section, all other short-term rental uses shall be prohibited, including the short-term rental of accessory dwelling units.

[Article 45, Section 45.2 is amended as follows]

Article 45 – ARCHITECTURAL PERMITS

45.2 - Applicability.
The following projects require an Architectural Permit:
[Subsections A-C are unchanged]

D. Additions on Sloping Lots. One-story new construction, additions~~, new two-story accessory dwelling units~~ or exterior modifications when the lot has a slope of fifteen (15) percent or greater and the total gross floor area is three thousand (3,000) square feet or more. If the lot slope is thirty (30) percent or greater, an Architectural Permit is required for changes of any size. These provisions apply to any single-family~~,~~ or duplex ~~or two-story accessory~~ dwelling unit.

[Article 36, Section 36.5 is amended as follows]

Article 36 - EXTERIOR SITE IMPROVEMENTS

36.5 - Accessory Buildings.
The requirements of this section apply to all accessory buildings in any zoning district.

[Subsections A-B are unchanged]

C. Location. An accessory building shall not project beyond the front wall line of a main building and shall meet the following setback requirements:

1. **Front Yard.** An accessory building shall comply with the minimum front yard setback of the underlying zoning district.
2. **Side Yard.** For ~~both~~ interior ~~and exterior street side yard~~ setbacks, the accessory building shall have a ~~meet the~~ minimum side yard setback~~s~~ of four (4) feet ~~the main building (refer to individual zoning district articles for further information)~~.
3. **Rear Yard.** An accessory building shall have a minimum rear yard setback of ~~six (6)~~ four (4) feet.
4. **Setback from Other Buildings.** The accessory building shall be set back at least six (6) feet from other buildings on the same lot.

5. **Secondary Street Frontage**. An accessory building shall comply with the minimum secondary street frontage setback of the underlying zoning district.

D. Height. The total height of an accessory building is limited to ~~fourteen~~ sixteen (16) ~~(14)~~ feet and the wall height is limited to nine (9) feet for flat or shed roofs adjacent to the side and rear property line.

[Subsections E-F are unchanged]

G. Total Amount of Accessory Buildings. Any combination of accessory buildings ~~or an accessory dwelling unit~~ shall not cover more than fifty (50) percent of the required rear yard area.

[Subsection H is unchanged]

[Article 48, Section 48.2 and 48.3 are amended as follows]

Article 48 – Floor Area Ratio for Single-Family Homes

48.2 - Applicability.
This Article shall apply to all Architectural Permit applications for single-family dwellings in any zoning district~~, including single-family dwellings with an accessory dwelling unit,~~ except as described below. This Article shall not apply to accessory dwelling units and junior accessory dwelling units to the extent that it would preclude an 800 square foot accessory dwelling unit required by state law.

A. Ground floor additions; or
B. New single-family dwellings or additions built on a lot that is less than 5,000 square feet; or
C. Second story additions of one hundred (100) square feet or less

48.3 — **Definitions**.
For the purposes of this Article, the following words and phrases shall have the following meanings:

A. "Gross Floor Area" means the total covered area of all floors of a single—family dwelling which includes attached garages, measured to the outside of stud walls except as described below:
1. Basements that are no more than twenty—four inches above average finished grade; and
2. Detached structures including: Accessory Buildings and Accessory Dwelling Units; and
3. Features as described in Section 32.3 E (Architectural Features); and
4, Attached Accessory Dwelling Units and Junior Accessory Dwelling Units of up to 800 square foot as required by State law.

[Article 33, Section 33.16, 33.17, and 33.18 are amended as follows]

Article 33 –Nonconforming Lots, Uses, Structures, and Parking

33.16 – Nonconforming Parking – Single-Family Residential

A. A single-family use or structure that is nonconforming due to the number of parking spaces may be enlarged provided:

1. The addition does not occupy existing available parking area;
2. The structure is located in the RH, R-1, R-2, R-3, R-4, or R-5 Zoning Districts;
3. The structure will not exceed two thousand (2,000) square feet in total living area after the enlargement is completed, except as provided in subsection 5;
4. The driveway meets the standards of Section 30.9 (Access Drives); and parking access and backup constraints do not prohibit use of the existing space(s);
5. The square footage limitation of two thousand (2,000) square feet may be exceeded where a Use Permit is approved, subject to meeting the following additional criteria:
   a. That the total net enlargement will not exceed two hundred (200) square feet (gross) over the life of the subject property;
   b. That the enlargement not require a variance or other additional special exception other than for the existing nonconforming parking condition;

B. Accessory dwelling units are not subject to this section.

33.17 - Nonconforming Parking—Two-Family (Duplex) and Three-Family (Triplex) Residential.

A. A two-family (duplex) or three-family (triplex) use or structure that is nonconforming due to the number of parking spaces, may be enlarged, provided:

1. The addition does not occupy existing available parking area;
2. The structure is located in the R-2, R-3, R-4, or R-5 Zoning Districts;
3. At least one additional covered parking space is provided per unit to be enlarged, that reduces or eliminates the parking nonconformity;
4. Additional square footage does not exceed two hundred fifty (250) square feet, and not more than one additional bedroom is added, per living unit;
5. Existing parking spaces on the site are covered and were legally established at their current dimensions; and
6. A minimum driveway width of ten (10) feet is provided, or a lesser width is provided where existing and legally established at that width; and access and backup constraints do not restrict use of the existing spaces.

B. A two-family (duplex) or three-family (triplex) use or structure that is nonconforming due only to the size or location of parking spaces (but has an adequate number of spaces), and/or the size and location of its garage or carport (or related design criteria for driveway access or parking backup area), may be enlarged, provided:

1. The addition does not occupy existing available parking area;
2. Existing parking spaces on the site are covered and were legally established at their current dimensions;
3. A minimum driveway width of ten (10) feet is provided, or a lesser width is provided where existing and legally established at that width; and
4. Access and backup constraints do not restrict use of existing spaces.

C. Accessory dwelling units are not subject to this section.

33.18 - Nonconforming Parking—Multi-Family Residential.

A multi-family residential use or structure that is nonconforming due to the number, size or location of parking spaces, (or related design criteria for driveway access or parking backup

area), may not be enlarged unless parking for the entire project is brought into compliance with the provisions of this article. Accessory dwelling units are not subject to this section.

[Article 5, Section 5.5 and 5.7 are amended as follows]

Article 5 - RH (RESIDENTIAL—HILLSIDE) AND R-1 (RESIDENTIAL—SINGLE-FAMILY) DISTRICTS

5.5 - Lot Coverage.
Total lot coverage is limited to forty (40) percent of the lot area. Not more than fifty (50) percent of the required rear yard shall be covered by any combination of accessory buildings ~~or an accessory dwelling unit~~ subject to Section 36.5 (Accessory Buildings) ~~and~~ Article 37 ~~(Accessory Dwelling [Units])~~.

5.7 – Setback Requirements. Modified [R-1 and RH]
The requirements of this section apply to all accessory buildings in any zoning district.

[Subsections A-D are unchanged]

E. Side—R-1 District. Structures shall be set back from the side property line as provided below:

1. First Story Interior: A minimum of six (6) feet or one-half (½) the height of the building face, whichever is greater. On lots less than sixty (60) feet wide, the interior side setback may be reduced to ten (10) percent of the width of the lot, but not less than four (4) feet.
2. ~~First Story Exterior: A minimum of fifteen (15) feet setback is required wherever a side yard is adjacent to a street. On lots less than sixty (60) feet wide, the exterior side yard setback may be reduced to twenty-five (25) percent of the width of the lot. Garages facing an exterior side yard require a twenty (20) foot setback.~~
3. Upper Stories: For interior setbacks, a minimum of six (6) feet for twenty-five (25) percent of the lot depth or thirty-five (35) feet, whichever is less. Remaining portions of upper stories shall have a minimum setback of one-half (½) the height of the building face measured at the plateline or ridge beam, whichever is highest. For side yards adjacent to a street, the upper story must meet the first story exterior setback requirements

[Subsection F is unchanged]

G. Secondary Street Frontage—R-1 District. A minimum setback of fifteen (15) feet is required wherever a side yard is adjacent to a street. On lots less than sixty (60) feet wide, the exterior side yard setback may be reduced to twenty-five (25) percent of the width of the lot. Garages facing a secondary street frontage require a twenty (20) foot setback.

[Article 6, Section 6.9 is amended as follows]

Article 6 - R-2 (RESIDENTIAL—DUPLEX) DISTRICT

6.9 – Setback and Open Space Requirements

[Subsections A-C are unchanged]

D. Side Setback.

1. Interior Side Yard. One-story structures must be set back a minimum distance of 10 percent of the lot width at each interior side yard. In no case shall the minimum required setback be less than 4 feet or more than 6 feet. For two-story requirements, see Section 32.3 (Supplemental Setback Requirements).
2. ~~Exterior (Street-Side) Side Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet.~~

[Subsections E-F are unchanged]

G. Secondary Street Frontage Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet.

Article 8 - R-3 (MULTI-FAMILY—LOW DENSITY) DISTRICT

8.9 – Setback and Open Space Requirements

[Subsections A-C are unchanged]

D. Side Setback.

1. Interior Side Yard. One-story structures must be set back a minimum distance of ten (10) percent of the lot width at each interior side yard. In no case shall the minimum required setback be less than four (4) feet or more than six (6) feet. For two-story requirements, see Section 32.3 (Supplemental Setback Requirements).

2. ~~Exterior (Street-Side) Side Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of twenty-five (25) percent of the lot width. In no case shall the minimum required setback be less than twelve and one-half (12.5) feet or more than fifteen (15) feet.~~

[Subsections E-F are unchanged]

G. Secondary Street Frontage Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet.

Article 9 - R-4 (MULTI-FAMILY—MEDIUM DENSITY) DISTRICT

9.9 – Setback and Open Space Requirements

[Subsections A-C are unchanged]

D. Side Setback.

1. Interior Side Yard. One-story structures must be set back a minimum distance of 10 percent of the lot width at each interior side yard. In no case shall the minimum

required setback be less than 4 feet or more than 6 feet. For two-story requirements, see Section 32.3 (Supplemental Setback Requirements).

~~2. Exterior (Street-Side) Side Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet. Buildings of 3 or more stories must have a minimum setback of one-half the height of the building.~~

[Subsections E-F are unchanged]

G. Secondary Street Frontage Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet. Buildings of 3 or more stories must have a minimum setback of one-half the height of the building.

Article 10 - R-5 (MULTI-FAMILY—HIGH DENSITY) DISTRICT

10.9 – Setback and Open Space Requirements

[Subsections A-C are unchanged]

D. Side Setback.

1. Interior Side Yard. One-story structures must be set back a minimum distance of 10 percent of the lot width for each interior side yard. In no case shall the minimum required setback be less than 4 feet or more than 6 feet. For two-story requirements, see Section 32.3 (Supplemental Setback Requirements).

~~2. Exterior (Street-Side) Side Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet. Buildings of 3 or more stories must have a minimum setback of one-half the height of the building.~~

[Subsections E-F are unchanged]

G. Secondary Street Frontage Setback for Corner Lots. For corner lots, structures must be set back from the street side lot line a minimum of 25 percent of the lot width. In no case shall the minimum required setback be less than 12.5 feet or more than 15 feet. Buildings of 3 or more stories must have a minimum setback of one-half the height of the building.

Passed and adopted by the Planning Commission of the City of Redwood City at a Regular Meeting thereof held on the 18th day of August, 2020 by the following votes:

AYES, and in favor of the passage and adoption of the foregoing resolution, Planning Commission members: Commissioner Hunter, Commissioner Ortega, Commissioner Radcliffe, Commissioner Shoe, Vice Chair Schmidt, and Chair Bondonno

NOES: Commissioner Smith

ABSTAIN: None

ABSENT: None

KEVIN BONDONNO
Chair
Planning Commission

Attest:

LINDY CHAN
Acting Planning Manager
Planning Commission Liaison

Dated 9/8/2020

I hereby approve the foregoing resolution this __3rd_day of ___September_____ 2020

KEVIN BONDONNO
Chair
Planning Commission

Reso#0080 PC20-07 RESO

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Consider an ordinance and an urgency ordinance to require COVID-19 Hazard Pay for large grocery store and large drugstore workers

RECOMMENDATION

Adopt an Urgency Ordinance to require large grocery stores and large drugstores to provide hazard pay to their public facing employees and introduce an Ordinance to require large grocery stores and large drugstores to provide hazard pay to their public facing employees.

STRATEGIC PLAN GUIDING PRINCIPLE

Equity

BACKGROUND

At the March 8, 2021 City Council meeting, Councilmember Lisette Espinoza- Garnica submitted a Councilmember referral asking the full City Council to direct staff to develop for future City Council consideration an ordinance to provide temporary hazard pay for employees of large grocery and drugstores. After City Council discussion, the City Council directed staff to draft both regular and urgency hazard pay ordinances for future City Council consideration based on additional analysis and utilizing similar ordinances recently approved in other San Mateo County cities as examples.

As directed by the Council, two draft ordinances are proposed for action by the Council. The ordinance attached to this report as Attachment A is an urgency ordinance and, if adopted by at least 5/7 vote, would go into effect immediately and would automatically be repealed on July 11, 2021, unless it is earlier reenacted. The ordinance attached as Attachment B is a regular ordinance that is presented for introduction at the April 12 meeting. If introduced, it will be brought back for adoption at the City Council's April 26 meeting. If adopted, it would go into effect 30 days after the date of adoption (May 26) and will

expire on July 11, 2021. The substantive provisions of the two ordinances are the same. July 11 was selected as an expiration date as staff anticipates this would provide enough time for the covered grocery store and drugstore employees to be vaccinated. In San Mateo County, vaccinations of this group began on February 22, 2021.

The proposed draft ordinance would require large grocery stores and large drugstores that employ 750 or more employees nationwide to pay temporary "hazard pay" in the amount of $5.00 per hour to their public-facing employees working through the COVID-19 pandemic. Many cities and counties throughout the state have or are currently considering the adoption of hazard pay ordinances, and include the Cities of Berkeley, Concord, Long Beach, Oakland, Pomona, San Francisco, San Jose, San Leandro, Santa Ana, Santa Monica, and West Hollywood. In San Mateo County, the Cities of Daly City, Millbrae, San Mateo, and South San Francisco have adopted hazard pay ordinances, while the cities of Belmont and San Carlos, and the County of San Mateo have considered but not adopted hazard pay ordinances. A more thorough comparison of cities in San Mateo County and their hazard pay criteria are included in Attachment C.

The basis for this ordinance is that grocery store and drugstore workers are essential workers and have continued to report to work and serve their communities, despite the ongoing hazards and danger of being exposed to and infected by the novel coronavirus, helping to ensure the community throughout Redwood City have had access to the food they need during this pandemic. Many of these grocery store workers face high turnover since their role as an essential worker has meant longer hours and increased exposure to the novel coronavirus, and they now have added responsibilities of disinfecting stores, enforcing social distancing, and monitoring mask wearing amongst their customers (Attachment D). In a study published by the Occupational and Environmental Medicine Journal, 20% of grocery store workers at a Boston store tested positive for COVID-19, and of those positive cases, 76% were asymptomatic. While most were wearing masks at work (91%), they were only able to practice social distancing about 66% of the time while at work (Attachments E and F).

These articles and studies highlight why frontline workers should be justly compensated for the clear and present dangers of doing their jobs during the pandemic, as further described in the ordinance recitals. As some of the largest grocery stores have made record profits during the pandemic, it is more equitable to distribute a portion of their increased profits to their frontline workers who have risked their own health to serve their community. Moreover, COVID-19 case positivity rates have been steadily rising in Redwood City over the last five months, from about 250 per 10,000 residents testing positive for COVID-19 in early December 2020, rising dramatically to 516 per 10,000 residents in late January 2021, to 623 per 10,000 residents in early April 2021. The City Council adopted a resolution proclaiming a local emergency caused by the novel coronavirus (COVID-19) on March 12, 2020 via Resolution No. 15827.

ANALYSIS

There are a number of policy items that need to be considered, and the key provisions of the ordinance include the following:

<u>The Amount of Hazard Pay</u>
Consistent with other ordinances adopted to date in San Mateo County, the ordinance has been drafted to provide for a $5.00 per hour pay increment. The ordinance provides for a credit against this amount

for current hazard pay that employers are voluntarily paying at the time that the ordinance goes into effect. No retroactive pay is proposed as part of the urgency or regular ordinance.

Covered Employer (including Potentially Impacted Businesses)
Employers that would be covered include any grocery store or drugstore operation that employs or exercises control over the wages, hours, or working conditions of any employee that employs 750 or more employees nationwide regardless of where those employees are located.

The ordinance applies to grocery stores and drugstores that qualify as a covered employer. Franchisees associated with a Franchisor or a network of Franchises with Franchisees that employs 750 or more employees in the aggregate are included.

The terms "grocery store" and "drugstore" are defined in the ordinance as follows:

- "Drugstore" means a store that is located within the geographic limits of the City, and that devotes seventy percent (70%) or more of its business to retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, then it qualifies as a drugstore.

- "Grocery Store" means a retail store that is located within the geographic limits of the City, and that sells primarily household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, or prepared foods. Other household supplies or other products shall be secondary to the primary purpose of food sales. For the purposes of this ordinance, "Grocery Store" also means a retail store located within the geographic limits of the City that devotes 10% or more of its interior space to the sale of household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, or prepared foods.

In Redwood City limits, this appears to include about 10 stores with 13 physical locations in the City: Costco, CVS (three locations), Grocery Outlet, Lucky's, Nob Hill, Rite Aid, Safeway (two locations), Smart & Final, Target, and Whole Foods; and may also include two stores with five physical locations in the City: 7/11 (four locations) and Dollar Tree.

Grocery delivery apps, subscription-based grocery, community-supported agriculture (CSA), and farmer's markets are excluded.

Research has shown that for regional retailers with multiple locations in the Bay Area, the highest mandated hazard pay becomes the new minimum for all employees, as it is difficult for stores to have different hourly wages in the same region. In addition, owners typically do not want to create a situation between stores where one set of employees have higher wages than another set of employees doing the same job.

Covered Employees

The ordinance has been drafted to require the payment of hazard pay to any individual who works in a Grocery Store or Drugstore on either a full-time or a part-time basis, and whose work exposes them to contact with store patrons. A detailed definition is included in the Ordinance.

Exception for Collective Bargaining Agreements

The ordinance provides that it does not apply to employers who have entered into a collective bargaining agreement that explicitly waives entitlement to the hazard pay the ordinance requires.

Duration

The urgency ordinance has been drafted to take effect immediately if adopted, and will expire on July 11. A regular ordinance, if adopted by City Council, will supersede the urgency ordinance when it takes effect 30 days after the second reading (anticipated May 26) and will also expire on July 11, 2021. It is anticipated that this will provide enough time for the covered employees to be vaccinated.

Voluntary Credit and State-Required Paid Vaccination Leave

The ordinance allows for large grocery stores and drugstores to apply any credit for hazard pay that has been employer-initiated, which can count toward the $5.00 per hour hazard pay requirement. For example, an employer offering $2.00 per hour in employer-initiated hazard pay would be required to pay an additional $3.00 per hour in hazard pay.

A new state law signed by Governor Newsom, SB 95, Employment: COVID-19: Supplemental Paid Sick Leave, went into effect March 29, 2021 to September 30, 2021, and is retroactive to January 1, 2021. The bill requires employers with more than 25 employees to provide for broader supplemental sick leave benefits related to COVID-19, including paid time off to receive vaccinations. Thus, the proposed regular and urgency ordinance does not include separate provisions that require Covered Employers to provide for paid time off to receive vaccinations. It should be noted that if covered employees have exhausted all 80 hours of COVID-19 related sick leave as required by the supplemental paid sick leave, those employees might not be eligible to use COVID-19 related supplemental paid sick leave to obtain a vaccine if they have not yet received one.

Enforcement

The ordinance has been drafted to include key features found in the ordinances adopted by other California cities. These include a requirement that employers provide notice to their employees of the protections afforded by the ordinance and the provision of a private right of action authorizing employees to bring their own actions to enforce the ordinance.

Legal Challenges to Other Ordinances

The grocery store industry has sued multiple agencies to have hazard pay ordinances declared illegal. The industry argues that such ordinances violate the Constitution's Equal Protection Clause by singling out grocery stores of a certain size for regulation. In addition, they argue that the ordinances violate constitutional prohibitions against the impairment of contracts and that they are preempted by the National Labor Relations Act, the federal law regulating labor relations and the collective bargaining process. Hazard pay ordinances are an extraordinary response to extraordinary challenges inflicted upon the communities across the state by the COVID-19 pandemic. Not surprisingly, there is not a well-established body of case law to provide guidance on the legal issues presented. The grocery store industry argues that hazard pay ordinances simply go too far in attempting to address the pandemic's impacts on

grocery store workers. In the Bay Area, staff understand that Daly City, Oakland, San Jose and San Leandro have already received legal challenges.

COMMUNITY ENGAGEMENT

City Councilmembers and staff have conducted outreach to the potentially impacted businesses by either phone, email, or in-person site visits, about 20 locations total to seek feedback on the proposed ordinance. The San Mateo County Labor Council has also shared the City's survey with local represented employees who may be impacted by a local Hazard Pay Ordinance.

Community Survey

A community survey was also conducted over a two-week period, from March 23, 2021 to April 6, 2021. Of 324 responses, 304 indicated the respondent lives or works in Redwood City. Of those, more than 200 responses indicated support for hazard pay (67%) and 104 (33%) responses did not. Of the 20 responses from individuals who neither live nor work in Redwood City, 18 indicated support for hazard pay. Residents both for and against the proposal largely agreed on three points:

- A hazard pay ordinance would have been more appropriate early in 2020
- Grocery and drug store workers are not the only essential workers that merit hazard pay
- It is important to prioritize vaccinations, mask mandates, additional PPE, and other support for essential workers in grocery and drug stores.

Among the 104 responses from Redwood City residents and workers indicating opposition to hazard pay, the chief concern was that any hazard pay should have been offered earlier, while some indicated it is now too close to the end of the pandemic for hazard pay to be useful. A small portion of respondents indicated concern about increased grocery prices, that a hazard pay ordinance is outside the scope of local government's role, and that they were worried about store closures or layoffs. Responses revealed three misconceptions worth clarifying:

- No City funds would be spent to fulfill the wage increases
- While some grocery workers may have already received a $2.00-$5.00 per hour pandemic wage increase, the proposed increase would be up to $5.00 per hour, not on top of any existing increases
- Not all grocery and drugstore employees are represented by unions who already negotiate salaries on their behalf

Among the 200 responses from residents and workers in support of the proposal, several dozen respondents indicated that the proposed hazard pay ordinance represents appropriate support or that the workers deserve more, and many requested that back pay to compensate grocery and drugstore workers for their work during the riskiest times in the pandemic be provided. Some indicated that even at this late point in the pandemic hazard pay is a valuable intervention, while others in favor of hazard pay also indicated concern for essential workers experiencing abuse from the public, like spitting, yelling, and refusing to wear a mask.

Business Feedback

Feedback from grocery stores on adoption of a hazard pay ordinance was mostly positive, with a few stores signaling it would be a challenge for their business.

To date, the City councilmembers and City staff conducted outreach to a number of businesses, and we received responses from the following: Chavez Market, Costco, Delucchi's Market, Dollar Tree, Key Market, Lucky's, Nob Hill, Rite Aid, Safeway, Smart & Final, Target, and Whole Foods.

Some grocery store representatives believed adoption of a hazard pay would throw off their budgets, but that they can adapt, and others expressed that hazard pay would create stability for their team and ease the pressure to work multiple jobs. A select number of grocery stores have provided bonus pay in varying amounts, $100-$200, either quarterly or a few times a year. One large grocery store already provided hazard pay in varying amounts, from $2.00 per hour on a temporary basis, to now $1.00 per hour on a permanent basis.

A smaller number for grocery stores indicated that a $5.00 per hour increase would be significant, and with the additional requirement to provide employees 80 hours of COVID-19 related sick time off with no federal assistance, it would jeopardize the grocery store's ability to remain open.

Some of the larger grocery/drug stores have provided hazard pay throughout the entire pandemic, or for only a few months. In these instances, the hazard pay was not as high as the proposed hazard pay of $5.00 per hour, but adoption of a hazard pay ordinance was welcomed by two large grocery/drug stores, one of the large/drug grocery stores indicated it would not likely have a significant impact on their budget, while one other large grocery/drug store signaled it may lead to reduced staffing or layoffs.

Furthermore, it is noteworthy that some of our smaller grocery stores, who would not be subject to the proposed hazard pay ordinance since they are not considered a covered employer, have voluntarily provided bonuses and/or hazard pay to their employees during the pandemic. On the other hand, one of our smaller grocery stores was not interested in providing hazard pay, while some other small grocery stores did not provide an opinion on how adoption of a hazard pay ordinance would impact their business.

The City also established a dedicated email address (hazardpay@redwoodcity.org) to receive public comments from the community at large, and all comments that staff received via email are included as Attachment G.

FISCAL IMPACT

The consideration of an ordinance and/or adoption of the urgency ordinance will not have a material impact on the City's budget. It is expected that staff resources would continue to be needed to field anticipated questions from the community and explain the different provisions of the ordinances. Staff resources, including attorney services, could also be required should the City be faced with a legal challenge if Council adopts either or both of the ordinances.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public Notification was achieved through business outreach, through the community survey, and by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting

ALTERNATIVES

The City Council may decline to adopt either urgency or regular ordinance, or direct staff to return with additional information.

ATTACHMENTS

Attachment A – Urgency Ordinance to Require COVID-19 Hazard Pay for Large Grocery Store and Large Drugstore Workers
Attachment B – Regular Ordinance to Require COVID-19 Hazard Pay for Large Grocery Store and Large Drugstore Workers
Attachment C – Comparison of San Mateo County Cities
Attachment D – Bhattarai, Abha. "Grocery workers say morale is at an all-time low: 'They don't even treat us like humans anymore'". *The Washington Post*, 12 August, 2020
Attachment E – Lan F-Y, Suharlim C, Kales SN, et al. "Association between SARS-CoV-2 infection, exposure risk and mental health among a cohort of essential retail workers in the USA." *Occup Environ Med.* 2021; 78: 237–243. Published 30 October 2020
Attachment F – Christensen, Jen. "About 20% of grocery store workers had Covid-19, and most didn't have symptoms, study found." *CNN Health,* 29 October 2020
Attachment G – Public Comment Received

REPORT PREPARED BY:

Simon Vuong, Economic Development Manager
svuong@redwoodcity.org
(650) 780-7204

APPROVED BY:
Alex Khojikian, Assistant City Manager
Melissa Stevenson Diaz, City Manager

ORDINANCE NO._____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY REQUIRING LARGE GROCERY STORES AND LARGE DRUGSTORES TO PROVIDE HAZARD PAY TO THEIR EMPLOYEES

WHEREAS, on March 19, 2020, the California State Public Health Officer, designated specific sectors and their workers, including grocery stores, as Essential Critical Infrastructure Workers ("essential workers") to ensure the "continuity of functions critical to public health and safety, as well as economic and national security; and

WHEREAS, since the beginning of the COVID-19 pandemic, grocery workers in the City of Redwood City have continued to report to work and serve their communities, despite the ongoing hazards and danger of being exposed to and infected by the novel coronavirus, helping to ensure individuals throughout the City of Redwood City have had access to the food they need during this pandemic; and

WHEREAS, essential grocery workers cannot choose to work from home--they must come to work to do their jobs, which involve heightened risk of exposure and infection of COVID-19 through substantial interaction with customers on an ongoing basis and indoors where there is less air circulation; and

WHEREAS, despite the efforts of grocery stores to take precautions and keep customers and employees safe, including requiring masks, social distancing, and sanitizing cash registers, food conveyor belts, and shopping carts, the health threats that these grocery workers face cannot be overstated; and

WHEREAS, United Food and Commercial Workers ("UFCW") Locals in Northern California, which represent grocery workers, report that over 700 grocery workers in their ranks have tested positive with COVID-19, and members of their union have been hospitalized or have died from the coronavirus; and

WHEREAS, the City of Redwood City recognizes that essential grocery workers must be justly compensated for the clear and present dangers of doing their jobs during the pandemic, and increases in wages result in more money being spent to stimulate our local economy; and

WHEREAS, there are numerous large grocery chains operating in Redwood City that employ workers in this City, and have at least 750 employees nationwide, with workers who are facing the hazards of COVID-19 in the workplace every day; and

WHEREAS, on January 17, 2021, the California Department of Public Health reported another COVID-19 variant that had grown more common across the state since December, with worrisome signs that this variant may be highly transmissible; and

WHEREAS, since December 2020, a growing list of cities across California began announcing legislation for hazard pay for essential grocery workers during the period where counties are in the Purple, Red, or Orange level of Community Transmission for COVID-19 under State Health orders.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds the foregoing recitals to be true and correct and hereby incorporates those recitals into this Ordinance.

Section 2. Title; Purpose.

(a) This Ordinance shall be known as the "Grocery Retail Worker Hazard Pay Ordinance."

(b) Large Grocery Stores are a vibrant and integral part of the public infrastructure during the ongoing pandemic. The grocery retail workers of the City of Redwood City have continued to report to work and to serve their communities in the face of an unprecedented pandemic. Each day these workers risk their lives and the health of their families without any extra benefits or wages in order to keep the food supply chain operating.

(c) The purpose of this Ordinance is to justly compensate grocery retail workers for the clear and present dangers of doing their jobs as essential workers during the pandemic by requiring their employers to provide hazard pay. The City has an interest in ensuring the welfare of its workers and the continued operation of its food supply chain.

(d) Through this Ordinance, the City seeks to sustain the stability of the food and health supply chain through supporting the grocery retail workers who continue to work during the pandemic.

Section 3. Urgency. Pursuant to Section 16 of the City Charter, the City Council finds and declares, based on the evidence in the record including the staff report, public testimony, and documentary evidence presented at the April 12, 2021 City Council meeting, that adoption of this Urgency Ordinance is necessary as an emergency measure for the immediate preservation of public peace, health, or safety for the following reasons:

(a) The COVID-19 pandemic has led to the current state of emergency in California.

(b) The virus is spreading rapidly across the region with many clusters arising within retail stores. Grocery stores remain a critical piece of infrastructure in our fight against the COVID-19 virus and in protecting the food supply chain.

(c) Grocery stores are the primary points of distribution for food and other daily necessities for the residents of the City of Redwood City and are therefore essential to the vitality of our community.

(d) Turnover, inability to pay for housing and increased childcare costs as a result of school closures and other necessities could become an immediate problem for certain grocery workers if they are not given relief.

(e) To protect the food supply chain and the public health and safety, the City of Redwood City must take steps to guard against turnover and ensure that large grocery stores in Redwood City have well-trained, consistent and stable staffing.

Section 4. Authority. This Ordinance is enacted pursuant to the City of Redwood City's general police powers, Section 7 of Article XI of the California Constitution, City Charter Section 16, the Governor's Proclamation of a State Emergency dated March 4, 2020, the City's Emergency Proclamation dated March 12, 2020, and any other rights or obligations under local, County, State, and Federal law, including the State and federal constitutions.

Section 5. Effective Date; Expiration. This Ordinance shall go into effect immediately upon its adoption and automatically stand repealed on July 11, 2021, unless it is reenacted.

Section 6. Definitions. The definitions set forth in this Section shall govern the construction and meaning of the terms used in this Ordinance:

(a) "Base Wage" means the hourly wage paid to Covered Employees as of the effective date of this Ordinance less Hazard Pay owed under this Ordinance or any other premium hourly rate already paid to compensate Covered Employees for working during the pandemic (see "Employer-Initiated Hazard Pay").

(b) "City" means the City of Redwood City.

(c) "Covered Employee" means any individual who qualifies as an employee entitled to payment of a minimum wage from any employer under Redwood City Municipal Code Section 46.020, who works in a Grocery Store or Drugstore on either a full-time or part-time basis, and whose work exposes them to contact with store patrons.

(d) "Covered Employer" means any Person who (a) directly or indirectly or through an agent or any other Person owns or operates a Grocery Store or a Drugstore and employs or exercises control over the wages, hours or working conditions of any Covered Employee; and (b) employs 750 or more employees nationwide regardless of where those employees are employed. To determine the number of employees employed by a Grocery Store or Drugstore, the calculation shall be based upon:

(1) The actual number of employees who worked for compensation during the two workweeks preceding the effective date of this Ordinance; and

(2) All employees who worked for compensation shall be counted, including but not limited to:

(A) Employees who are not covered by this Ordinance;

(B) Employees who worked within the geographic limits of the City;

(C) Employees who worked outside the geographic limits of the City; and

(D) Employees who worked in full-time employment, part-time employment, joint employment, temporary employment, or through the services of a temporary services or staffing agency or similar entity.

(e) "Employer-Initiated Hazard Pay" means a premium hourly rate to compensate Covered Employees for the hardships and/or risks associated with working during the COVID-19 pandemic. If a Covered Employer pays such Employer–Initiated Hazard Pay on a flat rate basis, the premium hourly rate is derived by dividing the flat rate payment for a workweek by the number of hours worked in the workweek.

(f) "Hazard Pay" means an additional $5.00 per hour wage bonus in addition to each Covered Employee's Base Wage or Holiday Premium wage for each hour worked within the City.

(g) "Holiday Premium" means the hourly wage paid to Covered Employees for performing work during a holiday or holiday season.

(h) "Hours Worked" means the time during which a Covered Employee is subject to the control of a Covered Employer, including all the time the employee is suffered or permitted to work, and on-call.

(i) "Drugstore" means a store that is located within the geographic limits of the City, and that devotes seventy percent (70%) or more of its business to retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, then it qualifies as a drug store.

(j) "Grocery Store" means a retail store that is located within the geographic limits of the City, and that sells primarily household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, or prepared foods. Other household

supplies or other products shall be secondary to the primary purpose of food sales. For the purposes of this Ordinance, "Grocery Store" also means a retail store of any kind located within the geographic limits of the City that devotes 10% or more of its interior space to the sale of household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, or prepared foods.

(k) "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

Section 7. Payment of Hazard Pay to Covered Employees.

(a) Hazard Pay. Covered Employers shall pay Covered Employees a wage of no less than the premium hourly rate set under the authority of this Ordinance. The premium hourly rate for each Covered Employee shall be an additional Five Dollars ($5.00) per hour for all hours worked at a Grocery Store or Drugstore on top of the Covered Employee's Base Wage or Holiday Premium, whichever is applicable at the time of hours worked. The Hazard Pay rate shall not include compensation already owed to Covered Employees, Holiday Premium rates, gratuities, service charge distributions, or other bonuses.

(b) Credits. Covered Employers providing Employer-Initiated Hazard Pay will be credited for doing so in accordance with Section 8, below.

Section 8. Credit for Employer-Initiated Hazard Pay.

(a) Employer-Initiated Hazard Pay shall be credited against the Five Dollars ($5.00) per hour for the hourly amount paid to each Covered Employee (e.g., A Covered Employer offering Two Dollars ($2.00) per hour in Employer-Initiated Hazard Pay owes an additional Three Dollars ($3.00) per hour in Hazard Pay per this Ordinance). To receive credit for paying a Covered Employee Employer-Initiated Hazard Pay, a Covered Employer must demonstrate that, as of the effective date of this Ordinance and in any subsequent covered workweeks, the Covered Employer paid such Employer-Initiated Hazard Pay to the Covered Employee. No Covered Employer shall be credited prospectively for any past payments. No Covered Employer shall be credited for any hourly premiums already owed to Covered Employees, such as but not limited to, Holiday Premiums. Nothing herein shall be interpreted to prohibit any employer from paying more than Five Dollars ($5.00) per hour in Hazard Pay.

(b) To receive credit for Employer-Initiated Hazard Pay, Covered Employers must, upon request, immediately provide the following to any Covered Employee:

(1) A copy of the Employer-Initiated Hazard Pay policy; and

(2) A statement, provided under penalty of perjury, explaining the Covered Employee's hourly Base Wages, hourly Holiday Premiums, hourly Employer-Initiated Hazard Pay, and any other wage bonuses received during the last twelve (12) months; and

(3) Documentation reflecting that such Employer-Initiated Hazard Pay payments were made to the Covered Employee for each hour the credit is claimed; and

(4) Documentation that allows the Covered Employee to review for compliance by assessing wages for the past twelve (12) months and that is itemized in such a way that the Covered Employee can understand a Covered Employee's Base Wage distinguished from Holiday Premiums and other bonuses or pay increases that are separate and distinct from Employer-Initiated Hazard Pay.

(A) The following constitutes acceptable evidence of Employer-Initiated Hazard Pay described in Subsection (b)(4): A spreadsheet, of all Covered Employees and their wages for each pay period for the last twelve (12) months, that allows the Covered Employee to distinguish Base Wage from Holiday Pay and other bonuses or pay increases that are separate and distinct from Employer-Initiated Hazard Pay.

(B) Production of the evidence described in Subsection (b)(4)(A) does not exempt any Covered Employer from maintaining, and providing access to, the underlying payroll records described in this Ordinance.

(c) Any offer of proof under Subsection (b) shall be accompanied by a written acknowledgment that it was submitted under penalty of perjury.

Section 9. Waiver. The provisions of this Ordinance may not be waived by agreement between an individual Covered Employee and a Covered Employer. All the provisions of this Ordinance, or any part thereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Section 10. Prohibitions. It shall be unlawful for a Covered Employer or any other Person to interfere with, restrain or deny the existence of, or the attempt to exercise, any rights protected under this Ordinance. Employers shall not take retaliatory action or discriminate against any employee or former employee because the individual has exercised rights protected under this Ordinance. Such rights include, but are not limited to, the right to request Hazard Pay pursuant to this Ordinance; the right to file a complaint or inform any person about an employer's alleged violation of this Ordinance; the right to participate in an investigation, hearing or proceeding or cooperate with or assist investigations of alleged violations of this Ordinance, and the right to inform any person of their rights under this Ordinance. Protections of this Ordinance shall apply to

any employee who mistakenly, but in good faith, alleges noncompliance with this Ordinance. Taking adverse action against an employee, including lowering an employee's Base Wage or Holiday Premium Wages or reducing work hours, within 90 days of the employee's exercise of rights protected under this Ordinance shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

Section 11. Enforcement.

(a) A Covered Employee claiming harm from a violation of this Ordinance may bring an action against the Covered Employer in court to enforce the provisions of this Ordinance and shall be entitled to all remedies available to correct any violation of this Ordinance, including, but not limited to, back pay, reinstatement, injunctive relief, or civil penalties as provided herein. A Covered Employee who is a prevailing party in an action to enforce this Ordinance is entitled to an award of reasonable attorney's fees, witness fees and costs.

(b) The remedies for violation of this Ordinance include, but are not limited to:

(1) Reinstatement, the payment of back wages unlawfully withheld, and payment of an additional sum as a civil penalty in the amount of Fifty Dollars ($50) to each employee whose rights under this Ordinance were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of State law.

(2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, as amended by state law, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, as amended by state law, to the date the wages are paid in full.

(c) The remedies, penalties and procedures provided under this Ordinance are not exhaustive and are not intended to be exclusive of any other available remedies, penalties and procedures.

Section 12. Records. Covered Employers shall keep records necessary to demonstrate compliance with this Ordinance, including but not limited to payroll records for each employee that specifies the name, amount of compensation paid, hours worked, and pay rate. Such records for each employee shall include factual support, and accompanying evidence that an employee can understand, demonstrating whether or not certain employees qualify as Covered Employees. Covered Employers shall retain such records at the place of employment or in a central records office for a period of three (3) years, and shall provide each employee with a copy of the records relating to such employee upon the employee's reasonable request.

Section 13. Conflict. Nothing in this Ordinance shall be interpreted or applied to create any power or duty in conflict with any federal or state law. The term "conflict" means a conflict that is preemptive under federal or state law.

Section 14. Notice and Posting.

(a) Every Covered Employer shall post in a conspicuous place at any workplace or job site in a location of the grocery or drug store utilized by employees for breaks, a "notice of rights" informing Covered Employees of their rights under this Ordinance. The notice of rights shall be in a form and manner sufficient to inform grocery or drug store workers of their rights under this Ordinance, and shall be in English and any language that the Covered Employer knows or has reason to know is the primary language of grocery or drug store workers. The notice of rights shall provide information on:

(1) the right to premium pay guaranteed by this Ordinance;

(2) the right to be protected from retaliation for exercising in good faith the rights afforded by this Ordinance; and

(3) the right to bring a civil action for a violation of the requirements of this Ordinance, including a Covered Employer's denial of premium pay as required by this Ordinance and a Covered Employer or other person's retaliation against a covered grocery or drug store worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this Ordinance.

(b) Every Covered Employer also shall provide each Covered Employee at the time this Ordinance becomes effective or at the time of hire, whichever is later, the Covered Employer and owner or manager's name; address; telephone number; and whether it is part of a chain, integrated enterprise, or Franchise associated with a franchisor or network of franchises. If the information the Covered Employer provided to the Covered Employee changes, the Covered Employer shall provide the updated information in writing within ten (10) days of the change.

Section 15. No Mandatory Duty. Nothing in this Ordinance is intended to create a mandatory duty on the part of the County, County employees, any Cities or City employees, to protect persons or property from a violation of the provisions of this Ordinance. This Ordinance is not intended to, and does not, create any rights or benefit, substantive or procedural, enforceable at law or equity, against the City.

Section 16. Environmental Determination. Adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to the following, each a separate and independent basis: California Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because adoption of this Ordinance is to prevent or mitigate an emergency; CEQA Guidelines Section 15061(b)(3) because this Ordinance only regulates hazard pay for drugstore and

grocery store workers and it can be seen with certainty that is no potential for it to cause a significant effect on the environment; CEQA Guidelines Section 15183 because this Ordinance is consistent with the City's General Plan policies and goals and/or CEQA Guidelines Section 15378(b) because this Ordinance is not a project but an administrative action that will not result in direct or indirect physical change to the environment.

Section 17. Severability. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Ordinance in order to preserve the maximum permissible effect of each subsection herein.

Section 18. Publication. This Ordinance shall be published in accordance with Section 15 of the City Charter.

* * *

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY REQUIRING LARGE GROCERY STORES AND LARGE DRUGSTORES TO PROVIDE HAZARD PAY TO THEIR EMPLOYEES

WHEREAS, on March 19, 2020, the California State Public Health Officer, designated specific sectors and their workers, including grocery stores, as Essential Critical Infrastructure Workers ("essential workers") to ensure the "continuity of functions critical to public health and safety, as well as economic and national security;" and

WHEREAS, since the beginning of the COVID-19 pandemic, grocery workers in the City of Redwood City have continued to report to work and serve their communities, despite the ongoing hazards and danger of being exposed to and infected by the novel coronavirus, helping to ensure individuals throughout the City of Redwood City have had access to the food they need during this pandemic; and

WHEREAS, essential grocery workers cannot choose to work from home--they must come to work to do their jobs, which involve heightened risk of exposure and infection of COVID-19 through substantial interaction with customers on an ongoing basis and indoors where there is less air circulation; and

WHEREAS, despite the efforts of grocery stores to take precautions and keep customers and employees safe, including requiring masks, social distancing, and sanitizing cash registers, food conveyor belts, and shopping carts, the health threats that these grocery workers face cannot be overstated; and

WHEREAS, United Food and Commercial Workers ("UFCW") Locals in Northern California, which represent grocery workers, report that over 700 grocery workers in their ranks have tested positive with COVID- 19, and members of their union have been hospitalized or have died from the coronavirus; and

WHEREAS, the City of Redwood City recognizes that essential grocery workers must be justly compensated for the clear and present dangers of doing their jobs during the pandemic, and increases in wages result in more money being spent to stimulate our local economy; and

WHEREAS, there are numerous large grocery chains operating in Redwood City that employ workers in this City, and have at least 750 employees nationwide, with workers who are facing the hazards of COVID-19 in the workplace every day; and

WHEREAS, on January 17, 2021, the California Department of Public Health reported another COVID-19 variant that had grown more common across the state since December, with worrisome signs that this variant may be highly transmissible; and

WHEREAS, since December 2020, a growing list of cities across California began announcing legislation for hazard pay for essential grocery workers during the period where counties are in the Purple, Red, or Orange level of Community Transmission for COVID-19 under State Health orders.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds the foregoing recitals to be true and correct and hereby incorporates those recitals into this Ordinance.

Section 2. Title; Purpose.

(a) This Ordinance shall be known as the "Grocery Retail Worker Hazard Pay Ordinance."

(b) Large Grocery Stores are a vibrant and integral part of the public infrastructure during the ongoing pandemic. The grocery retail workers of the City of Redwood City have continued to report to work and to serve their communities in the face of an unprecedented pandemic. Each day these workers risk their lives and the health of their families without any extra benefits or wages in order to keep the food supply chain operating.

(c) The purpose of this Ordinance is to justly compensate grocery retail workers for the clear and present dangers of doing their jobs as essential workers during the pandemic by requiring their employers to provide hazard pay. The City has an interest in ensuring the welfare of its workers and the continued operation of its food supply chain.

(d) Through this Ordinance, the City seeks to sustain the stability of the food and health supply chain through supporting the grocery retail workers who continue to work during the pandemic.

Section 3. Authority. This Ordinance is enacted pursuant to the City of Redwood City's general police powers, Section 7 of Article XI of the California Constitution, City Charter Section 16, the Governor's Proclamation of a State Emergency dated March 4, 2020, the City's Emergency Proclamation dated March 12, 2020, and any other rights or obligations under local, County, State, and Federal law, including the State and federal constitutions.

Section 4. Effect. This Ordinance shall go into effect thirty (30) days following its adoption and shall supersede any ordinance on Hazard Pay (defined below) in effect as of the effective date of this Ordinance. This Ordinance will automatically stand repealed on July 11, 2021.

Section 5. Definitions. The definitions set forth in this Section shall govern the construction and meaning of the terms used in this Ordinance:

(a) "Base Wage" means the hourly wage paid to Covered Employees as of the effective date of this Ordinance less Hazard Pay owed under this Ordinance or any other premium hourly rate already paid to compensate Covered Employees for working during the pandemic (see "Employer-Initiated Hazard Pay").

(b) "City" means the City of Redwood City.

(c) "Covered Employee" means any individual who qualifies as an employee entitled to payment of a minimum wage from any employer under Redwood City Municipal Code Section 46.020, who works in a Grocery Store or Drugstore on either a full-time or part-time basis, and whose work exposes them to contact with store patrons.

(d) "Covered Employer" means any Person who (a) directly or indirectly or through an agent or any other Person owns or operates a Grocery Store or a Drugstore and employs or exercises control over the wages, hours or working conditions of any Covered Employee; and (b) employs 750 or more employees nationwide regardless of where those employees are employed. To determine the number of employees employed by a Grocery Store or Drugstore, the calculation shall be based upon:

(1) The actual number of employees who worked for compensation during the two workweeks preceding the effective date of this Ordinance; and

(2) All employees who worked for compensation shall be counted, including but not limited to:

(A) Employees who are not covered by this Ordinance;

(B) Employees who worked within the geographic limits of the City;

(C) Employees who worked outside the geographic limits of the City; and

(D) Employees who worked in full-time employment, part-time employment, joint employment, temporary employment, or through the services of a temporary services or staffing agency or similar entity.

(e) "Employer-Initiated Hazard Pay" means a premium hourly rate to compensate Covered Employees for the hardships and/or risks associated with working during the COVID-19 pandemic. If a Covered Employer pays such Employer–Initiated Hazard Pay on a flat rate basis, the premium hourly rate is derived by dividing the flat rate payment for a workweek by the number of hours worked in the workweek.

(f) "Hazard Pay" means an additional $5.00 per hour wage bonus in addition to each Covered Employee's Base Wage or Holiday Premium wage for each hour worked within the City.

(g) "Holiday Premium" means the hourly wage paid to Covered Employees for performing work during a holiday or holiday season.

(h) "Hours Worked" means the time during which a Covered Employee is subject to the control of a Covered Employer, including all the time the employee is suffered or permitted to work, and on-call.

(i) "Drugstore" means a store that is located within the geographic limits of the City, and that devotes seventy percent (70%) or more of its business to retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, then it qualifies as a drug store.

(j) "Grocery Store" means a retail store that is located within the geographic limits of the City, and that sells primarily household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, or prepared foods. Other household supplies or other products shall be secondary to the primary purpose of food sales. For the purposes of this Ordinance, "Grocery Store" also means a retail store of any kind located within the geographic limits of the City that devotes 10% or more of its interior space to the sale of household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, or prepared foods.

(k) "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

Section 6. Payment of Hazard Pay to Covered Employees.

(a) Hazard Pay. Covered Employers shall pay Covered Employees a wage of no less than the premium hourly rate set under the authority of this Ordinance. The premium hourly rate for each Covered Employee shall be an additional Five Dollars ($5.00) per hour for all hours worked at a Grocery Store or Drugstore on top of the Covered Employee's Base Wage or Holiday Premium, whichever is applicable at the time of hours worked. The Hazard Pay rate shall not include compensation already owed to Covered Employees, Holiday Premium rates, gratuities, service charge distributions, or other bonuses.

(b) Credits. Covered Employers providing Employer-Initiated Hazard Pay will be credited for doing so in accordance with Section 7, below.

Section 7. Credit for Employer-Initiated Hazard Pay.

(a) Employer-Initiated Hazard Pay shall be credited against the Five Dollars ($5.00) per hour for the hourly amount paid to each Covered Employee (e.g., A Covered Employer offering Two Dollars ($2.00) per hour in Employer-Initiated Hazard Pay owes an additional Three Dollars ($3.00) per hour in Hazard Pay per this Ordinance). To receive credit for paying a Covered Employee Employer-Initiated Hazard Pay, a Covered Employer must demonstrate that, as of the effective date of this Ordinance and in any subsequent covered workweeks, the Covered Employer paid such Employer-Initiated Hazard Pay to the Covered Employee. No Covered Employer shall be credited prospectively for any past payments. No Covered Employer shall be credited for any hourly premiums already owed to Covered Employees, such as but not limited to, Holiday Premiums. Nothing herein shall be interpreted to prohibit any employer from paying more than Five Dollars ($5.00) per hour in Hazard Pay.

(b) To receive credit for Employer-Initiated Hazard Pay, Covered Employers must, upon request, immediately provide the following to any Covered Employee:

(1) A copy of the Employer-Initiated Hazard Pay policy; and

(2) A statement, provided under penalty of perjury, explaining the Covered Employee's hourly Base Wages, hourly Holiday Premiums, hourly Employer-Initiated Hazard Pay, and any other wage bonuses received during the last twelve (12) months; and

(3) Documentation reflecting that such Employer-Initiated Hazard Pay payments were made to the Covered Employee for each hour the credit is claimed; and

(4) Documentation that allows the Covered Employee to review for compliance by assessing wages for the past twelve (12) months and that is itemized in such a way that the Covered Employee can understand a Covered Employee's Base Wage distinguished from Holiday Premiums and other bonuses or pay increases that are separate and distinct from Employer-Initiated Hazard Pay.

(A) The following constitutes acceptable evidence of Employer-Initiated Hazard Pay described in Subsection (b)(4): A spreadsheet, of all Covered Employees and their wages for each pay period for the last twelve (12) months, that allows the Covered Employee to distinguish Base Wage from Holiday Pay and other bonuses or pay increases that are separate and distinct from Employer-Initiated Hazard Pay.

(B) Production of the evidence described in Subsection (b)(4)(A) does not exempt any Covered Employer from maintaining, and providing access to, the underlying payroll records described in this Ordinance.

(c) Any offer of proof under Subsection (b) shall be accompanied by a written acknowledgment that it was submitted under penalty of perjury.

Section 8. Waiver. The provisions of this Ordinance may not be waived by agreement between an individual Covered Employee and a Covered Employer. All the provisions of this Ordinance, or any part thereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Section 9. Prohibitions. It shall be unlawful for a Covered Employer or any other Person to interfere with, restrain or deny the existence of, or the attempt to exercise, any rights protected under this Ordinance. Employers shall not take retaliatory action or discriminate against any employee or former employee because the individual has exercised rights protected under this Ordinance. Such rights include, but are not limited to, the right to request Hazard Pay pursuant to this Ordinance; the right to file a complaint or inform any person about an employer's alleged violation of this Ordinance; the right to participate in an investigation, hearing or proceeding or cooperate with or assist investigations of alleged violations of this Ordinance, and the right to inform any person of their rights under this Ordinance. Protections of this Ordinance shall apply to any employee who mistakenly, but in good faith, alleges noncompliance with this Ordinance. Taking adverse action against an employee, including lowering an employee's Base Wage or Holiday Premium Wages or reducing work hours, within 90 days of the employee's exercise of rights protected under this Ordinance shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

Section 10. Enforcement.

(a) A Covered Employee claiming harm from a violation of this Ordinance may bring an action against the Covered Employer in court to enforce the provisions of this Ordinance and shall be entitled to all remedies available to correct any violation of this Ordinance, including, but not limited to, back pay, reinstatement, injunctive relief, or civil penalties as provided herein. A Covered Employee who is a prevailing party in an action to enforce this Ordinance is entitled to an award of reasonable attorney's fees, witness fees and costs.

(b) The remedies for violation of this Ordinance include, but are not limited to:

(1) Reinstatement, the payment of back wages unlawfully withheld, and payment of an additional sum as a civil penalty in the amount of Fifty Dollars ($50) to each employee whose rights under this Ordinance were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of State law.

(2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, as amended by state law, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, as amended by state law, to the date the wages are paid in full.

(c) The remedies, penalties and procedures provided under this Ordinance are not exhaustive and are not intended to be exclusive of any other available remedies, penalties and procedures.

Section 11. Records. Covered Employers shall keep records necessary to demonstrate compliance with this Ordinance, including but not limited to payroll records for each employee that specifies the name, amount of compensation paid, hours worked, and pay rate. Such records for each employee shall include factual support, and accompanying evidence that an employee can understand, demonstrating whether or not certain employees qualify as Covered Employees. Covered Employers shall retain such records at the place of employment or in a central records office for a period of three (3) years, and shall provide each employee with a copy of the records relating to such employee upon the employee's reasonable request.

Section 12. Conflict. Nothing in this Ordinance shall be interpreted or applied to create any power or duty in conflict with any federal or state law. The term "conflict" means a conflict that is preemptive under federal or state law.

Section 13. Notice and Posting.

(a) Every Covered Employer shall post in a conspicuous place at any workplace or job site in a location of the grocery or drug store utilized by employees for breaks, a "notice of rights" informing Covered Employees of their rights under this Ordinance. The notice of rights shall be in a form and manner sufficient to inform grocery or drug store workers of their rights under this Ordinance, and shall be in English and any language that the Covered Employer knows or has reason to know is the primary language of grocery or drug store workers. The notice of rights shall provide information on:

(1) the right to premium pay guaranteed by this Ordinance;

(2) the right to be protected from retaliation for exercising in good faith the rights afforded by this Ordinance; and

(3) the right to bring a civil action for a violation of the requirements of this Ordinance, including a Covered Employer's denial of premium pay as required by this Ordinance and a Covered Employer or other person's retaliation against a covered grocery or drug store worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this Ordinance.

(b) Every Covered Employer also shall provide each Covered Employee at the time this Ordinance becomes effective or at the time of hire, whichever is later, the Covered Employer and owner or manager's name; address; telephone number; and whether it is part of a chain, integrated enterprise, or Franchise associated with a franchisor or network of franchises. If the information the Covered Employer provided to the Covered Employee changes, the Covered Employer shall provide the updated information in writing within ten (10) days of the change.

Section 14. No Mandatory Duty. Nothing in this Ordinance is intended to create a mandatory duty on the part of the County, County employees, any Cities or City employees, to protect persons or property from a violation of the provisions of this Ordinance. This Ordinance is not intended to, and does not, create any rights or benefit, substantive or procedural, enforceable at law or equity, against the City.

Section 15. Environmental Determination. Adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to the following, each a separate and independent basis: California Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because adoption of this Ordinance is to prevent or mitigate an emergency; CEQA Guidelines Section 15061(b)(3)

because this Ordinance only regulates hazard pay for drugstore and grocery store workers and it can be seen with certainty that is no potential for it to cause a significant effect on the environment; CEQA Guidelines Section 15183 because this Ordinance is consistent with the City's General Plan policies and goals and/or CEQA Guidelines Section 15378(b) because this Ordinance is not a project but an administrative action that will not result in direct or indirect physical change to the environment.

Section 16. Severability. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Ordinance in order to preserve the maximum permissible effect of each subsection herein.

Section 17. Publication. This Ordinance shall be published in accordance with Section 15 of the City Charter.

* * *

Jurisdiction	Type of Ordinance	Covered Employee	# of Employees nationwide	Square Footage	Duration	Retroactive Pay
Daly City	Urgency	Performs at least 2 hours of work per week; does not include managers, supervisors, confidential employees	500 employees nationwide; Franchisee with 500 employees in aggregate regardless of location	Drugstores and Grocery Stores 10,000 square feet or more	120 days	No
Millbrae	Urgency	Full-time or Part-time; work exposes them to contact w/ patrons	750 employees nationwide	Drugstores of any size; Grocery Stores w/ 10% or more interior space for sale of foodstuffs for offiste consumption	120 days	No
San Mateo	Urgency & Regular	Full-time or Part-time; work exposes them to contact w/ patrons	750 employees nationwide	Drugstores of any size; Grocery Stores w/ 10% or more interior space for sale of foodstuffs for offiste consumption	90 days; 120 days	No
South San Francisco	Urgency	Full-time or Part-time	500 employees nationwide	Drugstore and Grocery Stores of any size; retail or wholesale stores 85,000 sq. ft. w/ 10% floor area for non-taxable foodstuffs	90 days	Yes
Redwood City *Proposed*	Urgency & Regular	Full-time or Part-time; work exposes them to contact w/ patrons	750 employees nationwide	Drugstores of any size; Grocery Stores w/ 10% or more interior space for sale of foodstuffs for offiste consumption	Expires July 11, 2021 (approximately 90 days total)	No

***All apply to Drugstores and Grocery Stores**
****All require $5.00/hour hazard pay and give credit for employer-initiated hazard pay**

The Washington Post
Democracy Dies in Darkness

Grocery workers say morale is at an all-time low: 'They don't even treat us like humans anymore'

Hailed as "heroes" at the onset of the pandemic, supermarket employees now say they are overworked, overwhelmed and feeling expendable again.

By **Abha Bhattarai**

August 12, 2020 at 4:00 a.m. PDT

This spring, for the first time, Angel Manners found purpose and pride at the supermarket where she has worked the past decade. Customers praised her as a hero for putting herself at risk during the pandemic. Bosses boosted her hourly pay by $2. Suddenly, her job was essential.

Nearly five months in, and it is all gone.

"We've lost our hazard pay, and people are quitting every day," said Manners, 43, who processes vendor deliveries at a Meijer store in northern Kentucky. "Those of us who are left are really stretched thin — working so much harder for $11.50 an hour."

Grocery workers across the country say morale is crushingly low as the pandemic wears on with no end in sight. Overwhelmed employees are quitting mid-shift. Those who remain say they are overworked, taking on extra hours, enforcing mask requirements and dealing with hostile customers. Most retailers have done away with hazard pay even as workers remain vulnerable to infection, or worse. Employees who took sick leave at the beginning of the pandemic say they cannot afford to take unpaid time off now, even if they feel unwell.

The mounting despair is heightened by the lack of other job options: Supermarkets are among the few bright spots in an industry that has been ravaged by covid-related store closures and a sharp drop-off in consumer spending. The retail sector has shed 913,000 jobs and chalked up more than a dozen bankruptcies during the pandemic.

"At the beginning they valorized what was deemed a dead-end job, but four months later they don't even treat us like humans anymore," said Fox Wingate, 24, who works at a Safeway in Maryland.

Workers' renewed sense of expendability comes after four straight months of double-digit unemployment. With as many as 30 million Americans collecting unemployment benefits, labor experts and economists say there is an ever-growing pool of desperate people willing to face hazardous conditions and low pay to put food on the table. The nation's 2.7 million grocery workers make, on average, $13.20 an hour, or about $27,000 a year, Commerce Department data shows.

"These are jobs that already don't pay enough for people to support themselves and their families," said Janice Fine, a professor of labor studies at Rutgers University. "Now with a recession and unemployment being so high, it means that employers have even more of an upper hand — especially in an industry where a disproportionate number of workers

are women and people of color."

At least 130 U.S. grocery workers have died, and more than 8,200 have tested positive for the novel coronavirus since late March, according to data from workers' groups and media reports. Grocery stores are generally not required to inform shoppers about coronavirus cases or report them to local health departments, which can make it difficult to get an accurate count.

Manners, who has been at Meijer since 2010, says she has never felt so demoralized. At least a dozen colleagues in her department have quit in the past month alone, she says, while those who have stayed are struggling with the workload and the crush of impatient shoppers.

"Some customers were appreciative in the beginning, but now they're just rude," she said.

A handful of co-workers have tested positive for covid-19, Manners said, but anyone who decides to self-quarantine is typically directed to take unpaid leave. And workers who try to call in sick often are being coaxed to come in, she said.

"Managers are making decisions on their own, saying, 'You have a cough but you'll be okay,' " said Manners, who is a union steward at her store. "You don't want to say 'no' because you'll lose your job."

Frank Guglielmi, a spokesman for Meijer, said employees undergo temperature checks and other health screenings before each shift. Anyone who tests positive for the coronavirus or is considered high-risk can apply for as much as four weeks of paid leave, he said.

"For the record, we are seeing reduced turnover among our store team members," he said. The turnover rate for U.S. retail workers has generally risen during the pandemic, Commerce Department data shows.

Adding to the stress, many workers say, are new responsibilities, including disinfecting store fixtures and enforcing social distancing and mask requirements.

Almost every major retailer, including Walmart, Home Depot and Target, is now asking shoppers to wear masks, although employees say enforcement is spotty and often fraught. Grocery workers have been demeaned, screamed at and even assaulted for reminding shoppers of the new protocols, with some of the most egregious incidents captured on video and shared online. Illinois this week made it a felony to assault workers who are enforcing mask requirements.

"The pressure is wearing away at us in great chunks," said a mid-level manager at a Kroger store in Kentucky, who spoke on the condition of anonymity because he feared losing his job. "We're getting it from both ends: customers and corporate."

Company representatives, he said, are exerting more pressure to ensure shelves and displays are full, even though stores are at the mercy of broader slowdowns in the supply chain. "It's little things like, why isn't the yogurt display perfect?" the manager said. "They tear management to shreds and leave everybody on eggshells."

Kristal Howard, a spokeswoman for Kroger, said the company has provided paid emergency leave and financial support for child care during the pandemic. It also gave employees an extra $2 an hour — which it called a "hero bonus" — for two months ending in late May and gave them a one-time bonus that topped out at $400.

"Our most urgent priority throughout this pandemic has been to provide a safe environment for our associates and customers while meeting our societal obligation to provide open stores," Howard said.

In Jacksonville, Fla., the Publix store where Tonyalee Henderson works is trying to restore normalcy: It has reopened its salad and olive bars and stopped enforcing occupancy limits. But the reality for workers is far from normal, Henderson says. She is working fewer hours than she used to — about 20 a week instead of more than 40 — but is taking on extra responsibilities and often contending with irate customers for her $13.50 an hour.

"At first it was like, 'You are so great for risking your life,' " she said. "Now the atmosphere is completely different."

The company, she said, raised her pay by 50 cents an hour and gave her four Publix gift cards totaling about $200 after taxes.

In early April, managers gave each worker a disposable mask and a handout instructing them to clean it between uses by holding it over a pot of steaming water. Henderson began buying her own masks so she could change them after every shift. The company now provides Publix-branded cloth masks for its employees.

"So many of us are on the verge of quitting," she said. "We're having to do the work of three people while risking our health."

A spokeswoman for Publix did not respond to requests for comment.

In Manhattan, a Trader Joe's employee in her late 50s who spoke on the condition that she would not be identified says she has wondered whether to quit. She has not been feeling well but used up her paid sick time early in the pandemic and has twice tested positive for covid-19 antibodies.

"The unknowns are the worst part of it," she said. "I do notice I'm out of breath more often but I don't know what that is. It's this constant fear for your physical health — not just from coronavirus but also from people who don't want to follow the rules."

Kenya Friend-Daniel, a spokeswoman for Trader Joe's, said the company asks employees to stay home if they are unwell and has provided as much as two weeks of paid time off to those who feel sick or are awaiting covid-19 test results. It also is offering an extra $2 an hour in "thank you" pay through the end of the year.

"Anyone who is concerned about working may take an unpaid leave without question," she said, adding that employees who received health benefits from the company before the pandemic will continue to receive insurance through the end of the year, regardless of how many hours they work.

The worker says she loves her job and does not want to quit. She has worked in retail for more than 35 years, but says she is tired of being treated like a second-class citizen.

"It's my career even though it may not be a well-respected one," she said. "I'm not feeling great today, so I'm sitting here debating: Do I go in? Do I not? If I take time off for feeling sick, I'm treated like I'm guilty until I prove otherwise. It's a terrible position to be in."

Updated March 30, 2021

Coronavirus: What you need to read

Coronavirus maps: Cases and deaths in the U.S. | Cases and deaths worldwide

Vaccines: Tracker by state | Guidance for vaccinated people | How long does immunity last? | County-level vaccine data

What you need to know: Variants | Symptoms guide | Masks FAQ | Your life at home | Personal finance guide | Follow all of our coverage and sign up for our free newsletter

Got a pandemic question? We answer one every day in our coronavirus newsletter

Are you planning a long-awaited reunion after you get vaccinated? We want to hear from you

Original research

Association between SARS-CoV-2 infection, exposure risk and mental health among a cohort of essential retail workers in the USA

Fan-Yun Lan,[1,2] Christian Suharlim,[3] Stefanos N Kales,[1,4] Justin Yang [1,5]

ABSTRACT

Objectives To investigate SARS-CoV-2 (the virus causing COVID-19) infection and exposure risks among grocery retail workers, and to investigate their mental health state during the pandemic.

Methods This cross-sectional study was conducted in May 2020 in a single grocery retail store in Massachusetts, USA. We assessed workers' personal/occupational history and perception of COVID-19 by questionnaire. The health outcomes were measured by nasopharyngeal SARS-CoV-2 reverse transcriptase PCR (RT-PCR) results, General Anxiety Disorder-7 (GAD-7) and Patient Health Questionnaire-9 (PHQ-9).

Results Among 104 workers tested, 21 (20%) had positive viral assays. Seventy-six per cent positive cases were asymptomatic. Employees with direct customer exposure had an odds of 5.1 (95% CI 1.1 to 24.8) being tested positive for SARS-CoV-2 after adjustments. As to mental health, the prevalence of anxiety and depression (ie, GAD-7 score >4 or PHQ-9 score >4) was 24% and 8%, respectively. After adjusting for potential confounders, those able to practice social distancing consistently at work had odds of 0.3 (95% CI 0.1 to 0.9) and 0.2 (95% CI 0.03 to 0.99) screening positive for anxiety and depression, respectively. Workers commuting by foot, bike or private cars were less likely to screen positive for depression (OR 0.1, 95% CI 0.02 to 0.7).

Conclusions In this single store sample, we found a considerable asymptomatic SARS-CoV-2 infection rate among grocery workers. Employees with direct customer exposure were five times more likely to test positive for SARS-CoV-2. Those able to practice social distancing consistently at work had significantly lower risk of anxiety or depression.

Key messages

What is already known about this subject?

- The health of essential workers during the COVID-19 pandemic is of great public and media interests.
- Research, however, has largely focused on healthcare workers with relatively limited literature investigating non-healthcare essential workers.
- Previous studies suggested essential workers are not able to benefit from mitigation policies.
- Their occupational exposures increase their own risk to SARS-CoV-2 infection, and increase the risk of secondary transmissions to their colleagues, families and communities.

What are the new findings?

- The present study fills in the knowledge gap of COVID-19 impacts on grocery/retail market workers during the pandemic, from both physical and psychological perspectives.
- In this single store sample (n=104), we found an alarming infection rate of 20% positive SARS-CoV-2 RT-PCR assay result among these workers and the majority (76%) of them were asymptomatic at the time of testing.
- Furthermore, employees with direct customer exposure were five times more likely to test positive for SARS-CoV-2.
- Our study also found the inability to practice social distancing consistently at work was a significant risk factor for anxiety and depression.
- At the same time, commuting to work by public transportation/shared rides was significantly associated with depressive state.

INTRODUCTION

WHO declared COVID-19 as a pandemic on 11 March 2020.[1] Since then, accumulating evidence has shown the transmission capability of SARS-CoV-2, the virus causing COVID-19, not just from symptomatic patients but from asymptomatic carriers.[2–4] Interventions have been implemented worldwide to minimise transmission, including social distancing, travel bans, stay-at-home orders and school and non-essential business closures.[5 6] All measures are intended to reduce contact and to prevent transmission, especially when the index patients are in subclinical stage of SARS-CoV-2 infection.[7] While most community residents benefit from these risk reduction policies, certain essential employees, such as healthcare workers (HCWs), first responders and retail workers, continue to experience potential SARS-CoV-2 exposure risk due to the nature of their job.[8] Furthermore, once essential workers are infected with SARS-CoV-2, they may become a significant transmission source for the community they serve.[9]

The psychological stress associated with working during the COVID-19 pandemic is also of great public interest.[10] Studies have indicated pandemic awareness, infection fear and family concerns

► Additional material is published online only. To view, please visit the journal online (http://dx.doi.org/10.1136/oemed-2020-106774).

[1]Environmental & Occupational Medicine & Epidemiology Program, Department of Environmental Health, Harvard University T H Chan School of Public Health, Boston, Massachusetts, USA
[2]Department of Occupational and Environmental Medicine, National Cheng Kung University Hospital, College of Medicine, National Cheng Kung University, Tainan, Taiwan
[3]Management Sciences for Health, Medford, Massachusetts, USA
[4]Department of Occupational Medicine, Cambridge Health Alliance, Harvard Medical School, Cambridge, Massachusetts, USA
[5]Department of General Internal Medicine, Boston University School of Medicine, Boston, Massachusetts, USA

Correspondence to
Dr Justin Yang, Environmental Health, Harvard University T H Chan School of Public Health, Boston, MA 02115, USA; justin.yang@mail.harvard.edu

Received 8 June 2020
Revised 11 September 2020
Accepted 26 September 2020
Published Online First 30 October 2020

Check for updates

© Author(s) (or their employer(s)) 2021. No commercial re-use. See rights and permissions. Published by BMJ.

To cite: Lan F-Y, Suharlim C, Kales SN, *et al*. *Occup Environ Med* 2021;**78**:237–243.

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

Key messages

How might this impact on policy or clinical practice in the foreseeable future?

- This is the first study to demonstrate the significant asymptomatic infection rate, exposure risks and associated psychological distress of grocery retail essential workers during the pandemic, which supports the policy recommendations that employers and government officials should take actions on implementing preventive strategies and administrative arrangements, such as methods to reduce interpersonal contact, repeat and routine SARS-CoV-2 employee testing, to ensure the health and safety of essential workers.
- Our significant mental health finding calls for action in providing comprehensive employee assistance services to help essential workers cope with the psychological distress during the COVID-19 pandemic.

contribute significantly to essential workers' mental distress during an emerging disease pandemic.[11 12]

Pioneering COVID-19 studies on essential workers have largely focused on HCWs. Studies showed the attack rates of SARS-CoV-2 among HCWs in early outbreaks ranged from 0% to 14%, with fever and loss of smell/taste being the best predictors of the disease.[13 14] In terms of mental health, about half of the HCWs included in one study reported anxiety and depressive symptoms with psychological stress risk factors including living in areas with higher prevalence or being frontline HCWs.[15]

While HCWs have been widely discussed in COVID-19-related research, there are relatively limited studies investigating other essential workers. A recent publication looking at six Asian countries showed that various non-HCWs were also affected during early COVID-19 transmission, with service and sales workers comprising 18% of possible work-related cases.[9] While previous studies have reported SARS-CoV-2 cluster infections in supermarket settings,[16 17] no study has examined the SARS-CoV-2 exposure risks or psychological stress among grocery retail essential employees. Therefore, we conducted this study aiming to investigate: 1) SARS-CoV-2 infection rate, transmission and exposure risks among grocery retail employees, 2) their use of personal protective equipment (PPE) and perception on COVID-19 and 3) their mental health state during the COVID-19 pandemic.

METHODS

Study design and study population

This cross-sectional study is reported according to the Strengthening the Reporting of Observational Studies in Epidemiology guideline.[18] We used secondary data from a COVID-19 testing tent site that included information collected from 104 adults employed at one grocery retail store in the greater Boston area of Massachusetts, USA as part of a city-mandated group testing. Clinical evaluation and nasopharyngeal swab sampling were conducted on each individual over three consecutive days in early May 2020. All workers older than 18 years sent by the store and presented for testing were included in this study (100% response rate).

SARS-CoV-2 RT-PCR specimen collection and testing

The specimens were collected using nasopharyngeal swab inside the designated COVID-19 testing tent. A trained physician performed the swabbing procedure and transferred each specimen to a 3 mL vial with viral transport media. The samples were then transported to Quest Diagnostic laboratory in Marlborough, Massachusetts, where real-time, reverse-transcriptase-PCR (RT-PCR) diagnostic panels were conducted to detect SARS-CoV-2. All sampling, specimen storage, transportation and testing procedures followed the guidelines of the US Centers for Disease Control and Prevention.[19]

Questionnaire survey

As part of the group testing procedure, participants' basic demographic information, SARS-CoV-2-related exposure information, PPE usage and mental health surveys were collected through a paper-based questionnaire completed on site prior to testing.

The basic information section of questionnaire included age, sex, race/ethnicity and medical history including past medical problems, prescription medication history, smoking status, alcohol intake, recreational drug use history and primary care physician information. For past medical issues, participants responded to a checklist which included the following diseases: chronic obstructive pulmonary disease/emphysema, asthma, heart disease, high cholesterol, high blood pressure, diabetes, HIV, hepatitis C, cancer and other(s).

The following questions were included for employment history: most recent job position(s) at the store in the past month, full-time/part-time employment status, work hours per week (<20 hours, 20–39 hours, 40 hours and above), average length of shifts, additional employment(s) outside this retail store and transportation method(s) to work (by foot or bike, private car, public transportation, shared rides or others). Workers selected their job position(s) from the following choices: cashier, front end associate, cart attendant, janitorial crew, stocker, backroom, receiving, sales associate, fresh food associate, supervisor and/or specialised roles. Participants were given the choice to answer with free text for some other position if not listed as above. Employees were asked to identify any additional employment(s) in the following categories: healthcare, drivers and transport, services and sales, cleaning and domestic, public safety, restaurant/fast food, others.[9]

As to COVID-19-related information, participants indicated new-onset symptoms within the past 1–2 weeks as a yes or no to a checklist of 11 common COVID-19 symptoms, including fever/chills, headache, running nose, sore throat, cough (acute, new onset, dry or productive), shortness of breath, loss of taste or smell, diffuse body ache, fatigue/ feeling run down, nausea, diarrhoea. If participants answered yes to any of the above symptom(s), they were asked to indicate symptom onset. Participants were asked if they had been exposed to anyone that has confirmed SARS-CoV-2 in the past 14 days. If they answered yes, they were asked of whom the exposure was (colleague, friend, family/relatives) and how many days ago the exposure occurred.

Information on mental health was recorded using two validated screening tools on depression and anxiety: Patient Health Questionnaire-9 (PHQ-9)[20] and General Anxiety Disorder-7 (GAD-7).[21] For PHQ-9, a total score of no higher than 4 indicates no or minimal depression, with a total PHQ-9 score ranging from 0 to 27. The score of GAD-7 ranges from 0 to 21. A GAD-7 score of no higher than 4 indicates no or minimal anxiety. Participants were also asked to self-identify any history of depression and/or anxiety.

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

Social distancing, PPE usage, COVID-19 prevention knowledge score and COVID-19 pandemic perception score

Participants answered a Likert scale, from never (one) to always (five), for four questions that assessed employee's practice of social distancing and PPE use. Participants answered another Likert scale with six statements, from completely disagree (one) to completely agree (five), which captured the workers' knowledge on PPE and self-perceptions toward COVID-19 pandemic. Both employee's PPE knowledge and COVID-19 perception were then tabulated to a score ranging from 3 to 15. A complete list of questions is included in Online-Only Supplement 1.

Customer exposure categorisation

Employees' job position was classified into two categories: those with significant face-to-face, direct exposure to customers and those without significant customer exposure. Employees with direct customer exposure include cashier, front end associate, sales associate, fresh food associate, cart attendant, janitorial crew, supervisor and manager of all levels. Those without direct customer exposure include stocker, backroom, receiving and maintenance.

Study participants

The COVID-19 testing was conducted as part of a city-mandated group testing, independent to this research. The existing medical records collected for the city testing were de-identified at the primary clinical site prior to analysis. Therefore, the study of de-identified data received a non-human research determination by the Management Sciences for Health (SC#0012020).

Statistical analysis

We performed univariate analyses to compare the workers' characteristics by their SARS-CoV-2 RT-PCR testing results, anxiety and depression status. For binary variables, Pearson's χ^2 test with Yates' continuity correction was performed, while for variables with at least one cell count less than five, Fisher's exact test was conducted instead. As to continuous variables, data were examined by Q-Q plots and determined if they followed normal distribution beforehand. Then we performed parametric t-test or non-parametric Wilcoxon rank sum test, as appropriate.

Logistic regression models and models adjusting for potential confounders were further built. Due to the small sample size and event numbers, we used the inverse probability weighting (IPW) method to avoid inflated SEs of the parameter estimates.[22] The IPW was calculated based on the selected variables determined from the univariate analyses results. Extreme weights (below the 5th and above the 95th percentile) were truncated as an additional sensitivity analysis. ORs with 95% CIs were presented.

We performed secondary sensitivity analysis according to employees' job titles. Employees' job position(s) were initially categorised into positions with greater direct customer exposure versus those without. In the sensitivity analysis, we categorised the jobs into supervisory positions vs non-supervisory positions.

All p values reported are two-tailed. A p value <0.05 was considered statistically significant. We used R software (V.3.6.3) to conduct statistical analyses.

RESULTS

In table 1, we presented the characteristics of all tested employees stratified by SARS-CoV-2 RT-PCR assay results. Among the 104

Table 1 Characteristics of retail essential employees in a single grocery store in Massachusetts, USA by SARS-CoV-2 (the virus causing COVID-19) RT-PCR assay testing results

	Overall (N=104)	Positive SARS-CoV-2 RT-PCR assay (N=21)	Negative SARS-CoV-2 RT-PCR assay (N=83)	P value
Age, mean (SD)	49.0 (14.1)	49.2 (14.4)	49.0 (14.2)	0.954
Female, n (%)	49 (47.1%)	11 (52.4%)	38 (45.8%)	0.767
Non-Caucasian, n (%)	64 (61.5%)	14 (66.7%)	50 (60.2%)	0.283
Cigarette smoker, n (%)	25 (24.0%)	1 (4.8%)	24 (28.9%)	**0.022***
Daily alcohol consumption, n (%)	8 (7.7%)	0	8 (9.6%)	0.354*
Marijuana use, n (%)	14 (13.5%)	2 (9.5%)	12 (14.5%)	0.730*
Self-reported exposure to SARS-CoV-2-positive individual(s) in the past 14 days, n (%)	24 (23.1%)	4 (19.0%)	20 (24.1%)	0.776*
Job positions with direct customer exposure at store†, n (%)	68 (65.4%)	19 (90.5%)	49 (59.0%)	**0.009***
Full-time employment status, n (%)	73 (70.2%)	16 (76.2%)	57 (68.7%)	0.685
Residential area SARS-CoV-2 prevalence (per 100 000), geometric mean (geometric SD)	1106.0 (1.5)	1292.8 (1.63)	1063.2 (1.4)	0.179‡
Ability to practice social distancing consistently at work, count (%)	69 (66.3%)	13 (61.9%)	56 (67.5%)	0.930
Using gloves consistently at work, count (%)	80 (76.9%)	19 (90.5%)	61 (73.5%)	0.068*
Wearing face mask consistently at work, count (%)	95 (91.3%)	20 (95.2%)	75 (90.4%)	0.596*
Wearing face mask consistently outside of work, count (%)	81 (77.9%)	18 (85.7%)	63 (75.9%)	0.348*
Commute to work by foot, bike or private car	90 (86.5%)	19 (90.5%)	71 (85.5%)	0.730*
PPE knowledge score, median (IQR)	15 (14–15)	15 (14–15)	15 (14–15)	0.966 ‡
COVID-19 perception score, median (IQR)	12 (11–15)	13 (11–15)	12 (11–14)	0.510 ‡
GAD-7 score, median (IQR)	0 (0–4)	1 (0–4.5)	0 (0–4)	0.660‡
PHQ-9 score, median (IQR)	0 (0–2)	0 (0–1)	0 (0–2)	0.733‡
Employee has an assigned primary care provider, n (%)	77 (74.0%)	17 (81.0%)	60 (72.3%)	0.584*
Requested mental health support on survey, n (%)	14 (13.5%)	3 (14.3%)	11 (13.3%)	0.999*

*Statistics derived from Fisher's exact test.
†Direct customer exposure positions include cashier, front end associate, sales associate, fresh food associate, cart attendant, janitorial crew, supervisor and manager of all levels. These are in contrast to positions mainly dealing with consumer goods or the environment, such as stocker, backroom, receiving and maintenance.
‡Statistics derived from Wilcoxon rank sum test with continuity correction.
GAD-7, Generalised Anxiety Disorder 7-item scale; PHQ-9, Patient Health Questionnaire-9; PPE, personal protective equipment.

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

grocery retail employees that underwent testing and completed the survey, 47% were female with an average age of 49 years. The majority (62%) of employees in this retail store were non-Caucasian minorities. Twenty-one out of 104 employees tested positive for SARS-CoV-2 indicating a point prevalence of 20%. Among these SARS-CoV-2-positive employees, 91% of them had a job position with significant direct customer exposure compared with 59% among the SARS-CoV-2-negative employees (p=0.009). Seventy-six per cent of workers with positive tests were asymptomatic. Among the 25 smokers, only one tested positive for SARS-CoV-2 (p=0.022). We did not observe statistical difference of SARS-CoV-2 status associated with protective behaviour (social distancing, use of gloves and/or masks and avoid commuting by public transportation or shared rides), nor did we find significant differences in PPE knowledge, COVID-19 perception and mental health status between SARS-CoV-2-positive and SARS-CoV-2-negative employees.

Table 2 shows the distributions of workers' characteristics, comparing those with at least mild anxiety versus those reporting no or minimal anxiety. Ninety-nine out of 104 workers (95%) completed the GAD-7 questionnaire, with 24 workers (24%) reporting at least mild anxiety. We observed no statistical differences to anxiety by age, gender, smoking, alcohol consumption, marijuana use, possible SARS-CoV-2 exposure, job position, commuting method and PPE use. Only 46% of workers with anxiety reported they were able to practice social distancing consistently at work, whereas the majority (76%) of those without reported anxiety were able to do so at work (p=0.009). Employees screening positive for anxiety also reported less consistent mask use (63%) comparing with those screened negative for anxiety (84%), although this result did not reach statistical significance (p=0.072). The COVID-19 pandemic perception score, which mainly evaluated the extent of worries on getting oneself and one's family infected due to work, were equally high among employees who screened positive for anxiety by GAD-7 and those who did not (median score 13 vs 12, p=0.09).

As to depression, there were 8 out of 99 (8%) who screened positive for at least mild depression (table 3). Workers who reported at least mild depression recorded higher proportion of possible SARS-CoV-2 exposure in the past 14 days compared with those without depression (63% vs 21%, p=0.019). Workers who screened positive for depression by PHQ-9 were less likely to practice social distancing consistently at work and more likely to commute by public transportation or shared rides, compared with those without depression (25% vs 73% and 50% vs 11%, p=0.010 and p=0.013, respectively).

Employees with direct customer exposure were five times more likely to test positive on SARS-CoV-2 RT-PCR assay comparing with those without direct customer exposures (OR 5.1, 95% CI 1.1 to 24.8) after adjusting for age, gender, smoking and SARS-CoV-2 community prevalence in workers' residential cities (table 4). While cigarette smokers had an 90% risk reduction in having positive SARS-CoV-2 RT-PCR assay result in the crude analysis (OR 0.1, 95% CI 0.01 to 0.6), this finding was not statistically significant after IPW adjustments. In addition, those reporting possible exposure in the past 14 days had an OR of 5.0 (95% CI 1.0 to 25.1) in screening positive for depression, after adjusting for age, gender, smoking, customer-facing jobs, SARS-CoV-2 community prevalence in workers' residential cities and workers' self-reported history of anxiety and depression. The ability to practice social distancing consistently at work was inversely associated with both anxiety and depression, with adjusted OR 0.3 (95% CI 0.1 to 0.9) and 0.2 (95% CI 0.03 to 0.99), respectively. Moreover, those commuting to work by foot, bike or private car demonstrated a 90% risk reduction in screening positive for depression (OR 0.1, 95% CI 0.02 to 0.7) after accounting for potential confounders. In the sensitivity analysis using truncated IPW, all significant results remained robust.

In further sensitivity analysis, we categorised the workers' jobs into supervisory positions and non-supervisory positions. There were 7 out of 21 (33%) SARS-CoV-2-positive employees with supervisory positions, while among those tested negative for SARS-CoV-2 only 7.2% held a supervisory position (p=0.005). After using truncated IPW to adjust for age, gender, smoking and SARS-CoV-2 community prevalence, those with supervisory positions had an OR of 6.0 (95% CI 1.5 to 24.9) of having positive SARS-CoV-2 testing results.

Table 2 Characteristics of retail essential employees in a single grocery store in Massachusetts, USA presented for SARS-CoV-2, the virus causing COVID-19, RT-PCR assay testing by Generalised Anxiety Disorder 7-item scale (GAD-7) screening score for anxiety

	At least mild anxiety (GAD-7 >4) (N=24)	No or minimal anxiety (GAD-7 score ≤4) (N=75)	P value
Age, mean (SD)	45.5 (13.7)	50.0 (14.2)	0.169
Female, n (%)	15 (62.5%)	32 (42.7%)	0.145
Smoker, n (%)	6 (25.0%)	18 (24.0%)	0.999
Daily alcohol consumption, n (%)	2 (8.3%)	6 (8.0%)	0.999*
Marijuana use, n (%)	6 (25.0%)	7 (9.3%)	0.103
Self-reported exposure to SARS-CoV-2-positive individual(s) in the past 14 days, n (%)	9 (37.5%)	15 (20.0%)	0.142
Job positions with direct customer exposure at store†, n (%)	16 (66.7%)	48 (64.0%)	0.999
Full-time employment status, n (%)	19 (79.2%)	49 (65.3%)	0.308
Ability to practice social distancing consistently at work, count (%)	11 (45.8%)	57 (76.0%)	**0.009**
Using gloves consistently at work, count (%)	19 (79.2%)	58 (77.3%)	0.886
Wearing face mask consistently at work, count (%)	22 (91.7%)	70 (93.3%)	0.999*
Wearing face mask consistently outside of work, count (%)	15 (62.5%)	63 (84.0%)	0.072
Commute to work by foot, bike, or private car	18 (75.0%)	67 (89.3%)	0.156
PPE knowledge score, median (IQR)	15 (14–15)	15 (14–15)	0.867‡
COVID-19 perception score, median (IQR)	13 (11.5–15)	12 (11–14.75)	0.090‡

*Statistics derived from Fisher's exact test.
†Direct customer exposure positions include cashier, front end associate, sales associate, fresh food associate, cart attendant, janitorial crew, supervisor and manager of all levels. These are in contrast to positions mainly dealing with consumer goods or the environment, such as stocker, backroom, receiving and maintenance.
‡Statistics derived from Wilcoxon rank sum test with continuity correction.
PPE, personal protective equipment; RT-PCR, reverse transcriptase PCR.

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

Table 3 Characteristics of retail essential employees in a single grocery store in Massachusetts, USA presented for SARS-CoV-2, the virus causing COVID-19, RT-PCR assay testing by Patient Health Questionnaire-9 (PHQ-9) screening score for depression

	At least mild depression (PHQ-9 score >4) (N=8)	No or minimal depression (PHQ-9 score ≤4) (N=91)	P value
Age, mean (SD)	40.3 (10.5)	49.7 (14.2)	0.070
Female, n (%)	6 (75.0%)	41 (45.1%)	0.145*
Smoker, n (%)	3 (37.5%)	21 (23.1%)	0.397*
Daily alcohol consumption, n (%)	2 (25.0%)	6 (6.6%)	0.125*
Marijuana use, n (%)	2 (25.0%)	11 (12.1%)	0.282*
Self-reported exposure to SARS-CoV-2-positive individual(s) in the past 14 days, n (%)	5 (62.5%)	19 (20.9%)	**0.019***
Job positions with direct customer exposure at store†, n (%)	6 (75.0%)	58 (63.7%)	0.712*
Full-time employment status, n (%)	7 (87.5%)	61 (67.0%)	0.429*
Ability to practice social distancing consistently at work, count (%)	2 (25.0%)	66 (72.5%)	**0.010***
Using gloves consistently at work, count (%)	6 (75.0%)	71 (78.0%)	0.667*
Wearing face mask consistently at work, count (%)	7 (87.5%)	85 (93.4%)	0.409*
Wearing face mask consistently outside of work, count (%)	4 (50.0%)	74 (81.3%)	0.133*
Commuting to work by foot, bike or private car	4 (50.0%)	81 (89.0%)	**0.013***
PPE knowledge score, median (IQR)	14.5 (14–15)	15 (14–15)	0.885‡
COVID-19 perception score, median (IQR)	13 (12–14)	12 (11–15)	0.402‡

*Statistics derived from Fisher's exact test.
†Direct customer exposure positions include cashier, front end associate, sales associate, fresh food associate, cart attendant, janitorial crew, supervisor and manager of all levels. These are in contrast to positions mainly dealing with consumer goods or the environment, such as stocker, backroom, receiving and maintenance.
‡Statistics derived from Wilcoxon rank sum test with continuity correction.
PPE, personal protective equipment; RT-PCR, reverse transcriptase PCR.

DISCUSSION

Our current study presents multiple valuable COVID-19-related associations in a group of essential workers during the pandemic. First, the infection rate of 20% positive SARS-CoV-2 RT-PCR assay results at this grocery retail store was significantly higher than the surrounding communities. In addition, most of these employees were asymptomatic at time of testing. After IPW adjustments, employees with direct exposure to customers had more than five times increased odds to have a positive SARS-CoV-2 RT-PCR assay result. We also found the ability to practice social distancing at workplace was inversely correlated to workers' anxiety and depression status. Lastly, having a confirmed SARS-CoV-2 exposure history in past 14 days and commuting to work by public transportation or shared rides was strongly associated with depressive mood. To the best of our knowledge, this study is the first to report the above associations in a cohort of grocery retail essential employees.

There is limited research discussing non-HCWs essential workers in this pandemic, particularly retail employees and their exposure to customers.[9] The SARS-CoV-2 infection rate among these retail employees was significantly higher than of the local community around similar time period, which was 0.9%–1.3%.[23] Previous studies on HCWs suggested COVID-19 infections among HCWs were consistent with community exposure rather than work-related exposure, with the prevalence ranging from 0% to 14%.[13 14] In fact, a pioneering study conducted in the

Table 4 Crude and inverse probability weighting (IPW) adjusted ORs of positive SARS-CoV-2 (the virus causing COVID-19) RT-PCR assay, positive Generalised Anxiety Disorder 7-item scale (GAD-7) and positive Patient Health Questionnaire-9 (PHQ-9) screenings by key risk factors among retail essential employees in a single grocery store in Massachusetts, USA

	Crude OR (95% CI)	IPW adjusted OR (95% CI)	Truncated IPW adjusted OR (95% CI)
Positive SARS-CoV-2 RT-PCR assay			
Job positions with direct customer exposure at store*	**6.2 (1.6 to 40.6)**	**5.1 (1.1 to 24.8)**†	**5.3 (1.1 to 25.6)**†
Cigarette smoker	**0.1 (0.01 to 0.6)**	0.2 (0.02 to 1.4)‡	0.2 (0.02 to 1.3)‡
Positive GAD-7 screening (GAD-7 >4)			
Ability to practice social distancing consistently at work	**0.3 (0.1 to 0.7)**	**0.3 (0.1 to 0.9)**§	**0.3 (0.1 to 0.8)**§
Positive PHQ-9 screening (PHQ-9 score >4)			
Self-reported exposure to SARS-CoV-2-positive individual(s) in the past 14 days	**6.3 (1.4 to 33.1)**	**5.0 (1.0 to 25.1)**§	**5.0 (1.0 to 24.9)**§
Ability to practice social distancing consistently at work	**0.1 (0.02 to 0.6)**	**0.2 (0.03 to 0.99)**§	**0.2 (0.03 to 0.9)**§
Commute to work by foot, bike or private car	**0.1 (0.03 to 0.6)**	**0.1 (0.02 to 0.7)**§	**0.1 (0.03 to 0.7)**§

*Direct customer exposure positions include cashier, front end associate, sales associate, fresh food associate, cart attendant, janitorial crew, supervisor and manager of all levels. These are in contrast to positions mainly dealing with consumer goods or the environment, such as stocker, backroom, receiving and maintenance.
†IPW adjusting for age, gender, smoking and SARS-CoV-2 community prevalence in workers' residential cities.
‡IPW adjusting for age, gender, job positions with direct customer exposure, and SARS-CoV-2 community prevalence of workers' residential cities.
§IPW adjusting for age, gender, smoking, customer-facing jobs, SARS-CoV-2 community prevalence of workers' residential cities and self-reported history of anxiety and/or depression.
RT-PCR, reverse transcriptase PCR; Truncated IPW, IPW with extreme weights (below 5th and above 95th percentile) truncated.

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

Netherlands investigated the viral genetic sequences of affected HCWs and found the infection was more likely to be acquired from the communities.[24] In our current study, we did not observe a difference in SARS-CoV-2 community prevalence among those tested positive versus negative employees, indicating the possibility of a true work-related SARS-CoV-2 exposure. In terms of exposure risk, >90% of employees with positive assay result had a position with significant direct exposure to customers. We also found that employees in supervisory positions, with exposure from both customers and colleagues, had increased SARS-CoV-2 exposure risk. Employees in supervisory positions may have more exposure due to frequent interpersonal contacts, therefore leading to their higher infection rates. Notably, most of the SARS-CoV-2-positive assay workers were asymptomatic at time of testing. As evidence has shown probable transmission from asymptomatic or mildly symptomatic carriers,[3 25 26] these workers as a cluster carries significant risk to their customers, colleagues and families. Our findings further strengthens the retail cluster transmission observed in a previous study from China, which involved supermarket employees, clients and the families of affected cases, resulting in a infection rate of 9.2% among the market workers.[17]

In this cohort, cigarette smoking was found to be a protective factor of SARS-CoV-2 RT-PCR assay result in the crude analysis. Despite a lack of statistical significance after IPW adjustment, our finding echoes a recently published systematic review indicating lower smoking prevalence among patients with COVID-19 in comparison with the general population.[27] In that review, the authors pooled 13 Chinese studies on hospitalised patients with COVID-19 and found a prevalence of 6.5% of current smokers, which was around one-fourth of the smoking prevalence among the general population. The potential biological mechanism involving nicotinic receptors has been proposed in another study.[28] In fact, research has shown nicotinic receptor activity can promote SARS-CoV-2 transmission through co-expression of ACE2 receptor, the host receptor for the virus. Therefore, the competitive nature of nicotine and SARS-CoV-2, as a nicotinic agent, for the receptor may serve as a key to prevent the infection.[28] Our finding of fewer current smokers with a positive SARS-CoV-2 assay result, while in agreement with recent epidemiological studies, contradicts common perception and clinical recommendation on risks and effects of cigarette smoking on lung health warranting further research investigations.[29]

While previous research has raised concerns on psychological distress due to COVID-19 in addition to physiological threats on essential workers,[11] most of them were focused on HCWs.[10 15 30–32] The prevalence of anxiety among HCWs in other countries ranged from 20% to 65% during the COVID-19 pandemic.[15 30 32] In our study, 24% of these workers had at least mild anxiety, suggesting non-HCWs essential employees experience similar level of psychological distress. Contrary to common beliefs on the association between sufficient PPE and employees' psychological distress,[33 34] the inability to practice social distancing consistently at work was a significant risk factor for anxiety and depression in this essential worker cohort. While we are unable to discern the direction of the effect due to the cross-sectional nature of this study, these mental health findings support the need to implement further preventive strategies and to provide additional mental health assistance to essential employees.

Our current study has several limitations. First, our limited sample size may prevent identification of certain associations that may require larger statistical power, and incidental findings may by chance be observed in a small sample-sized study. However, the large effect sizes (ie, ORs) are unlikely to be entirely biassed by unmeasured confounding factors. Second, this is a cross-sectional study and therefore causal relationship could not be inferred. At the same time, survey collection was conducted prior to SARS-CoV-2 RT-PCR sampling, suggesting our major findings should be free of reverse causation and any recall bias would be minimised. Third, while a majority of the employees from this retail store were tested at this designated location, some employees received testing at other clinics due to insurance, scheduling and/or location convenience. As this was a city-mandated testing, employees were assigned by the retail headquarter to be tested at this location if they had not received or scheduled to receive SARS-CoV-2 testing. Selection was neither based on their exposure risk nor health outcome and therefore the current study should be free of selection bias. Lastly, since our data collection was largely based on self-reported questionnaire, we incur unavoidable risk of measurement error, misclassification and related information bias.

At the same time, our study enjoys several strengths. First, the SARS-CoV-2 RT-PCR assay samples were collected by nasopharyngeal approach which provides the highest test sensitivity among all methods[35] and the outcomes of interest were assessed by validated screening tools including GAD-7 and PHQ-9. The possibility of outcome misclassification was therefore minimised. Second, our secondary sensitivity analysis results were in accordance with the main analysis which further strengthened our findings. Third, our study participants were restricted to grocery retail employees from one store and such restriction could eliminate potential confounding factors such as socioeconomical status. Lastly, we included all workers that were scheduled and presented to the testing tent during group testing days without any exclusion criteria. As a result of our strengths, findings in this study may be generalised to grocery store employees working during the COVID-19 pandemic in similar settings.

In conclusion, in this cohort of grocery retail essential workers, 20% had a positive SARS-CoV-2 RT-PCR assay result and the majority (76%) of them were asymptomatic at time of testing. Employees with direct customer exposure were five times more likely to have a positive SARS-CoV-2 assay result. The ability to social distance consistently at work was a significant protective factor for anxiety and depression. Commuting to work by public transportation/shared rides and having an exposure to a confirmed case within the past 14 days were positively associated with depression. Further research is warranted to investigate these associations and their public health implications among essential employees.

Contributors JY designed the study and collected the data. F-YL conducted data analysis and drafted the manuscript. F-YL, CS, SNK and JY all contributed to the interpretation of the data, revising the manuscript and final approval. JY supervised the project.

Funding The authors have not declared a specific grant for this research from any funding agency in the public, commercial or not-for-profit sectors.

Competing interests SNK has received COVID-19-related consulting fees from Open Health.

Patient consent for publication Not required.

Provenance and peer review Not commissioned; externally peer reviewed.

Data availability statement De-identified data are available on reasonable request.

Supplemental material This content has been supplied by the author(s). It has not been vetted by BMJ Publishing Group Limited (BMJ) and may not have been peer-reviewed. Any opinions or recommendations discussed are solely those of the author(s) and are not endorsed by BMJ. BMJ disclaims all liability and responsibility arising from any reliance placed on the content. Where the content includes any translated material, BMJ does not warrant the accuracy and reliability

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

of the translations (including but not limited to local regulations, clinical guidelines, terminology, drug names and drug dosages), and is not responsible for any error and/or omissions arising from translation and adaptation or otherwise.

This article is made freely available for use in accordance with BMJ's website terms and conditions for the duration of the covid-19 pandemic or until otherwise determined by BMJ. You may use, download and print the article for any lawful, non-commercial purpose (including text and data mining) provided that all copyright notices and trade marks are retained.

ORCID iD
Justin Yang http://orcid.org/0000-0002-9743-2074

REFERENCES

1 Mahase E. Covid-19: WHO declares pandemic because of "alarming levels" of spread, severity, and inaction. *BMJ* 2020;368:m1036.
2 Ghinai I, McPherson TD, Hunter JC, *et al*. First known person-to-person transmission of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) in the USA. *Lancet* 2020;395:1137–44.
3 Rothe C, Schunk M, Sothmann P, *et al*. Transmission of 2019-nCoV infection from an asymptomatic contact in Germany. *N Engl J Med* 2020;382:970–1.
4 Cheng H-Y, Jian S-W, Liu D-P, *et al*. Contact tracing assessment of COVID-19 transmission dynamics in Taiwan and risk at different exposure periods before and after symptom onset. *JAMA Intern Med* 2020. doi:10.1001/jamainternmed.2020.2020. [Epub ahead of print: 01 May 2020].
5 Wang CJ, Ng CY, Brook RH. Response to COVID-19 in Taiwan: big data analytics, new technology, and proactive testing. *JAMA* 2020;323:1341-1342.
6 Lai S, Ruktanonchai NW, Zhou L, *et al*. Effect of non-pharmaceutical interventions to contain COVID-19 in China. *Nature* 2020;585:410–3.
7 Matrajt L, Leung T. Evaluating the effectiveness of social distancing interventions to delay or flatten the epidemic curve of coronavirus disease. *Emerg Infect Dis* 2020;26:1740–8.
8 Sim MR. The COVID-19 pandemic: major risks to healthcare and other workers on the front line. *Occup Environ Med* 2020;77:281–2.
9 Lan F-Y, Wei C-F, Hsu Y-T, *et al*. Work-Related COVID-19 transmission in six Asian countries/areas: a follow-up study. *PLoS One* 2020;15:e0233588.
10 Kisely S, Warren N, McMahon L, *et al*. Occurrence, prevention, and management of the psychological effects of emerging virus outbreaks on healthcare workers: rapid review and meta-analysis. *BMJ* 2020;369:m1642.
11 Gold JA. Covid-19: adverse mental health outcomes for healthcare workers. *BMJ* 2020;369:m1815.
12 Wu P, Fang Y, Guan Z, *et al*. The psychological impact of the SARS epidemic on hospital employees in China: exposure, risk perception, and altruistic acceptance of risk. *Can J Psychiatry* 2009;54:302–11.
13 Reusken CB, Buiting A, Bleeker-Rovers C, *et al*. Rapid assessment of regional SARS-CoV-2 community transmission through a convenience sample of healthcare workers, the Netherlands, March 2020. *Euro Surveill* 2020;25.
14 Lan F-Y, Filler R, Mathew S, *et al*. COVID-19 symptoms predictive of healthcare workers' SARS-CoV-2 PCR results. *PLoS One* 2020;15:e0235460.
15 Lai J, Ma S, Wang Y, *et al*. Factors associated with mental health outcomes among health care workers exposed to coronavirus disease 2019. *JAMA Netw Open* 2020;3:e203976.
16 Wang L, Duan Y, Zhang W, *et al*. Epidemiologic and clinical characteristics of 26 cases of COVID-19 arising from patient-to-patient transmission in Liaocheng, China. *Clin Epidemiol* 2020;12:387–91.
17 Zhang JZ, Zhou P, Han DB, *et al*. [Investigation on a cluster epidemic of COVID-19 in a supermarket in Liaocheng, Shandong province]. *Zhonghua Liu Xing Bing Xue Za Zhi* 2020;41:E055.
18 von Elm E, Altman DG, Egger M, *et al*. Strengthening the reporting of observational studies in epidemiology (STROBE) statement: guidelines for reporting observational studies. *BMJ* 2007;335:806–8.
19 Centers for Disease Control and Prevention (CDC). Interim guidelines for collecting, handling, and testing clinical specimens from persons for coronavirus disease, 2019. Available: https://www.cdc.gov/coronavirus/2019-ncov/lab/guidelines-clinical-specimens.html [Accessed 2 Sep 2020].
20 Kroenke K, Spitzer RL, Williams JB. The PHQ-9: validity of a brief depression severity measure. *J Gen Intern Med* 2001;16:606–13.
21 Spitzer RL, Kroenke K, Williams JBW, *et al*. A brief measure for assessing generalized anxiety disorder: the GAD-7. *Arch Intern Med* 2006;166:1092–7.
22 Pirracchio R, Resche-Rigon M, Chevret S. Evaluation of the propensity score methods for estimating marginal odds ratios in case of small sample size. *BMC Med Res Methodol* 2012;12:70.
23 Massachusetts Department of Public Health. Massachusetts Department of Public Health COVID-19 Dashboard - Wednesday, 2020. Available: https://www.mass.gov/doc/covid-19-dashboard-may-6-2020/download [Accessed 2 Sep 2020].
24 Sikkema RS, Pas SD, Nieuwenhuijse DF, *et al*. COVID-19 in health-care workers in three hospitals in the South of the Netherlands: a cross-sectional study. *Lancet Infect Dis* 2020;3099:30527–2.
25 Kim ES, Chin BS, Kang CK, *et al*. Clinical course and outcomes of patients with severe acute respiratory syndrome coronavirus 2 infection: a preliminary report of the first 28 patients from the Korean cohort study on COVID-19. *J Korean Med Sci* 2020;35:e142.
26 Bai Y, Yao L, Wei T, *et al*. Presumed asymptomatic carrier transmission of COVID-19. *JAMA* 2020;323:1406.
27 Farsalinos K, Barbouni A, Niaura R. Systematic review of the prevalence of current smoking among hospitalized COVID-19 patients in China: could nicotine be a therapeutic option? *Intern Emerg Med* 2020.
28 Lutchman D. Could the smoking gun in the fight against COVID-19 be the (rh)ACE-2? *Eur Respir J* 2020;56. doi:10.1183/13993003.01560-2020. [Epub ahead of print: 16 Jul 2020].
29 World Health Organization. Who statement: tobacco use and COVID-19. Available: https://www.who.int/news-room/detail/11-05-2020-who-statement-tobacco-use-and-covid-19 [Accessed 2 Sep 2020].
30 Taghizadeh F, Hassannia L, Moosazadeh M, *et al*. Anxiety and depression in health workers and general population during COVID-19 epidemic in Iran: a web-based cross-sectional study. *medRxiv 2020* 2020.
31 Spiller TR, Méan M, Ernst J, *et al*. Development of health care workers' mental health during the SARS-CoV-2 pandemic in Switzerland: two cross-sectional studies. *Psychol Med* 2020:1–4.
32 Rossi R, Socci V, Pacitti F, *et al*. Mental health outcomes among frontline and second-line health care workers during the coronavirus disease 2019 (COVID-19) pandemic in Italy. *JAMA Netw Open* 2020;3:e2010185.
33 Kang L, Li Y, Hu S, *et al*. The mental health of medical workers in Wuhan, China dealing with the 2019 novel coronavirus. *Lancet Psychiatry* 2020;7:e14.
34 Nagesh S, Chakraborty S. Saving the frontline health workforce amidst the COVID-19 crisis: challenges and recommendations. *J Glob Health* 2020;10:010345.
35 Wang W, Xu Y, Gao R, *et al*. Detection of SARS-CoV-2 in different types of clinical specimens. *JAMA* 2020.

Occup Environ Med: first published as 10.1136/oemed-2020-106774 on 30 October 2020. Downloaded from http://oem.bmj.com/ on April 5, 2021 by guest. Protected by copyright.

About 20% of grocery store workers had Covid-19, and most didn't have symptoms, study found

By Jen Christensen, CNN

Updated 9:46 PM ET, Thu October 29, 2020

Worried about infection from take-out or groceries? Watch these 3 tips. 01:40

(CNN) — Grocery store work puts employees at serious risk for infection, a new study found, particularly those who have to interact with customers.

These workers likely became a "significant transmission source" for Covid-19 without even knowing it because most in the study were asymptomatic.

The analysis, published Thursday in the journal Occupational and Environmental Medicine, is the first to demonstrate the significant asymptomatic infection rate, exposure risks and psychological distress grocery workers have felt during the pandemic.

In the study, 20% of the 104 grocery workers tested at a store in Boston in May had positive nasal swab tests.

online this winter

Related Article: What we can learn from 1918's deadly second wave

Related Article: How the pandemic has changed Americans' spending and saving habits

Workers who dealt with customers were five times as likely to test positive for Covid-19 as colleagues in other positions.

But three out of four of those who tested positive had no symptoms.

"We were definitely surprised to see that there were that many people that were asymptomatic," said Dr. Justin Yang, an assistant professor at Boston University School of Medicine and a researcher at Harvard School of Public Health who worked on the study. "This is definitely very alarming as it means that retail grocery store employees are exposed to customers and sort of serve as a middleman for the virus - like a super spreader almost."

Workers in the study had tried to take precautions. Nearly all, 91%, said they wore a face mask at work and 77% said they also wore masks outside of work. Yet only about 66% said they were able to practice social distancing consistently on the job.

CNN health
• LIVE TV

The Results Are In
WITH DR. SANJAY GUPTA

Sign up for the Results Are In Newsletter

Get the latest expert advice to live
a healthier and happier life

Sign Me Up

No, Thanks

By subscribing you agree to our Privacy Policy

This inability to social distance had an emotional, as well as a physical impact. Nearly a quarter of the people in customer service jobs said they had problems with anxiety and depression compared to 8% of workers who did not have to interact with customers. Employees who commuted to work by bike, car or by walking were less likely to experience depression than those who used public transportation, the study found.

Related Article: Flying can be safer than grocery shopping, Harvard study asserts

"If you are in an environment when you're literally in front of a customer, you can't be more than six feet and that is really stressful for essential employees," Yang said.

At least 108 grocery workers have died and more than 16,300 have been infected or exposed to Covid-19, the United Food and Commercial Workers International Union, or UFCW, said Thursday. The union represents 1.3 million employees.

The rates of infection among the workers in this study do seem high, Yang said. By comparison, an earlier study of Covid-19 infections among Dutch health care workers found the infection rate was about 10%.

Yang said he hopes this study prompts the government and store owners to provide better guidance, routine testing and protection for grocery store workers.

There has been a national movement to designate grocery workers as first responders which would give them priority access to testing and personal protective equipment.

In an editorial for CNN in August, Marc Perrone, the President of UFCW and Democratic Vice Presidential candidate Kamala Harris argued that grocery workers should also get hazard pay.

Non-union grocery workers often have little to no healthcare coverage, meaning they could potentially face expensive health care bills if they contracted Covid-19.

CNN health

• LIVE TV

rise, governor says

Related Article: 54 million Americans are going hungry. Here's how you can make sure you eat

wear masks. Three states offer free testing for these workers and four offer worker's compensation, according to UFCW, but none of the states provide the full first responder status to grocery workers, and rules are inconsistent from state-to-state.

"We spend a lot of time talking about healthcare workers, and they are important, but we're missing a lot of the pieces of the puzzle if we don't look at non-health care workers exposure," Yang said. "Their voices are really not being heard. I thought it was important to get this published so government agencies and store owners could take note of this and see that they should be protecting their employees more."

Get CNN Health's weekly newsletter

Sign up here to get **The Results Are In with Dr. Sanjay Gupta** every Tuesday from the CNN Health team.

Search CNN...

US

World

Politics

Business

Opinion

Health

Entertainment

Style
Travel
Sports
Videos
Audio
Coupons
Weather
More

CNN health

FOLLOW CNN

Terms of Use Privacy Policy Do Not Sell My Personal Information AdChoices About Us CNN Store Newsletters
Transcripts License Footage CNN Newsource Sitemap

© 2021 Cable News Network. A Warner Media Company. All Rights Reserved.
CNN Sans ™ & © 2016 Cable News Network.

From: Jerrold Naylor
To: GRP-City Council
Subject: Hazzard pay
Date: Monday, March 8, 2021 3:43:38 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

As a checker in Safeway and for my co workers I would like to receive an extra 3-5 dollars in our salary because we are exposed to the public, handling the food and fresh produce all the time during checkout, and all the big orders during the sales period.

Any help would be greatful, including a free vaccine to all employees.

Thanks,

Jerrold naylor
Store 747

Sent from my iPhone

Consumer and Community Impacts of Hazard Pay Mandates

January 2021

Prepared for:
California Grocers Association

Prepared by:
Brad Williams, Chief Economist
Michael C. Genest, Founder and Chairman
Capitol Matrix Consulting

About the Authors

The authors are partners with Capitol Matrix Consulting (CMC), a firm that provides consulting services on a wide range of economic, taxation, and state-and-local government budget issues. Together, they have over 80 years of combined experience in economic and public policy analysis.

Mike Genest founded Capitol Matrix Consulting (originally Genest Consulting) in 2010 after concluding a 32-year career in state government, which culminated as Director of the California Department of Finance (DOF) under Governor Arnold Schwarzenegger. Prior to his four-year stint as the Governor's chief fiscal policy advisor, Mr. Genest held top analytical and leadership positions in both the executive and legislative branches of government. These included Undersecretary of the Health and Human Services Agency, Staff Director of the Senate Republican Fiscal Office, Chief of Administration of the California Department of Corrections and Rehabilitation, and Director of the Social Services section of California's Legislative Analyst's Office.

Brad Williams joined Capitol Matrix Consulting in 2011, after having served in various positions in state government for 33 years. Mr. Williams served for over a decade as the chief economist for the Legislative Analyst's Office, where he was considered one of the state's top experts on the tax system, the California economy, and government revenues. He was recognized by the Wall Street Journal as the most accurate forecaster of the California economy in the 1990s, and has authored numerous studies related to taxation and the economic impacts of policy proposals. Immediately prior to joining CMC, Mr. Williams served as a consultant to the Assembly Appropriations Committee, where he advised leadership of the majority party on proposed legislation relating to taxation, local government, labor, and banking.

Table of Contents

EXECUTIVE SUMMARY **4**

INTRODUCTION **6**

BACKGROUND — GROCERY IS A LOW-MARGIN, HIGH-LABOR COST BUSINESS **6**

COVID-19 TEMPORARILY BOOSTED PROFITS 6
BUT THE INCREASES ARE SUBSIDING 7
MANY STORES INCUR LOSSES IN NORMAL YEARS 8
MANDATED WAGE INCREASES WOULD PUSH MOST STORES INTO DEFICITS 8

POTENTIAL IMPACTS ON CONSUMERS, WORKERS AND COMMUNITIES **8**

HIGHER COSTS PASSED ALONG TO CONSUMERS 9
HIGHER COSTS ARE OFFSET BY JOB AND HOURS WORKED REDUCTIONS 9
SOME COMMUNITIES WOULD LIKELY BECOME FOOD DESSERTS 10

CONCLUSION **11**

Executive Summary

Hazard-pay mandates passed in the City of Long Beach and under consideration in the City of Los Angeles and in other local jurisdictions would raise pay for grocery workers by as much as $5.00 per hour. Since the average pay for grocery workers in California is currently about $18.00 per hour, a $5.00 increase would raise store labor costs by 28 percent, and have major negative impacts on grocery stores, their employees and their customers. Specifically:

- Average profit margins in the grocery industry were 1.4% in 2019, with a significant number of stores operating with net losses. While profits increased temporarily to 2.2% during early to mid 2020, quarterly data indicates that profit margins were subsiding to historical levels as 2020 drew to a close.

- Wage-related labor expenses account for about 16 percent of total sales in the grocery industry. As a result, a 28 percent increase in wages would boost overall costs 4.5 percent under the City of Los Angeles proposal of $5.00 per hour. *This increase would be twice the size of the 2020 industry profit margin and three times historical grocery profit margins.*

- In order to survive such an increase, grocers would need to raise prices to consumers and/or find substantial offsetting cuts to their controllable operating expenses, which would mean workforce reductions. As an illustration of the potential magnitude of each of these impacts, we considered two extremes:

  1) All of the higher wage costs (assuming the $5.00/hour proposal) are passed through to consumers in the form of higher retail prices:

     - This would result in a $400 per year increase in grocery costs for a typical family of four, an increase of 4.5 percent.

     - If implemented in the City of Los Angeles, its residents would pay $450 million more for groceries over a year.

     - The increase would hit low- and moderate-income families hard, particularly those struggling with job losses and income reductions due to COVID-19.

     - If implemented statewide, additional grocery costs would be $4.5 billion per year in California.

  2) Retail prices to consumers are not raised and all the additional costs are offset through a reduction in store expenses:

     - Given that labor costs are by far the largest controllable expense for stores, it is highly likely that the wage mandates will translate into fewer store hours, fewer employee hours, and fewer jobs.

       - For a store with 50 full-time equivalent employees, it would take a reduction of 11 employees to offset the increased wage costs, or a 22% decrease in staff.

       - If the mandate were imposed statewide at $5.00 per hour, the job loss would be 66,000 workers.

- If imposed in the City of Los Angeles, the job loss would be 7,000 workers.
- And in the City of Long Beach, the job impact of its $4.00 per hour mandate would be 775 jobs.
- Stores could alternatively avoid job reductions by cutting hours worked by 22 percent.

- For the significant share of stores already operating with net losses, a massive government-mandated wage increase would likely result in store closures, thereby expanding the number of "food deserts" (i.e. communities with no fresh-food options).

Introduction

The Long Beach City Council has passed an ordinance that mandates grocers to provide a $4.00 per hour pay increase – "hazard pay" – to grocery workers. The mandate expires in 120 days. Two members of the Los Angeles City have introduced a similar measure for a $5.00 per hour increase for companies that employ more than 300 workers nationwide. Grocery workers in California currently earn about $18.00 per hour.[1] Therefore, the Los Angeles proposal would increase average hourly pay to $23.00 per hour, an increase of 28 percent. Several other cities in California have discussed $5.00/hour proposals similar to Los Angeles.

This report focuses on the impact of hazard pay mandates on grocery store profitability and on the sustainability of an industry with traditionally low profit margins. It also assesses the potential impact of the proposed wage increases on consumers, especially lower-income consumers (a cohort already hit hard by the COVID lockdowns and business closures).

Background — Grocery is a Low-Margin, High-Labor Cost Business

The grocery business is a high-volume, low-margin industry. According to an annual database of public companies maintained by Professor Damodaran of New York University (NYU),[2] net profit margins as a percent of sales in the grocery industry are among the lowest of any major sector of the economy. Earnings Before Interest, Taxes, Depreciation, and Amortization (EBITDA) averaged 4.6 percent of sales in 2019, and the net profit margin (which accounts for other unavoidable expenses such as rent and depreciation) was just 1.4 percent during the year. This compares to the non-financial, economy-wide average of 16.6 percent for EBITDA and 6.4 percent for the net profit margin. The NYU estimate for public companies in the grocery industry is similar to the 1.1 percent margin reported by the Independent Grocers Association for the same year.[3]

COVID-19 temporarily boosted profits

In the beginning of the COVID-19 pandemic, sales and profit margins spiked as people stocked up on household items and shifted spending from eating establishments to food at home. According to data compiled by NYU, net profit margins in the grocery industry increased to 2.2 percent in early to mid 2020.[4] Although representing a substantial year-to-year increase in profits, the 2.2 percent margin remains quite small relative to most other industries. This implies that even with the historically high rates of profits in 2020, there is little financial room to absorb a major wage increase.

[1] $18.00 per hour is consistent with the responses we received to our informal survey. It is also consistent with published contract agreements we reviewed. See, for example, the "Retail Food, Meat, Bakery, Candy and General Merchandise Agreement, March 4, 2019 - March 6, 2022 between UFCW Union Locals 135, 324, 770,1167,1428,1442 & 8 - GS and Ralphs Grocery Company." In this contract, hourly pay rates starting March 2, 2021 for food clerks range from $14.40 per hour (for first 1,000 hours) up to $22.00 per hour (for workers with more than 9,800 hours), The department head is paid $23.00 per hour. Meat cutter pay rates range from $14.20 (for the first six months) to $23.28 per hour (for those with more than 2 years on the job). The department manager is paid $24.78 per hour. https://ufcw770.org/wp-content/uploads/2020/08/Ralphs-Contract-2020.pdf

[2] Source: Professor Aswath Damodaran, Stern School of Business, New York University. http://pages.stern.nyu.edu/~adamodar/

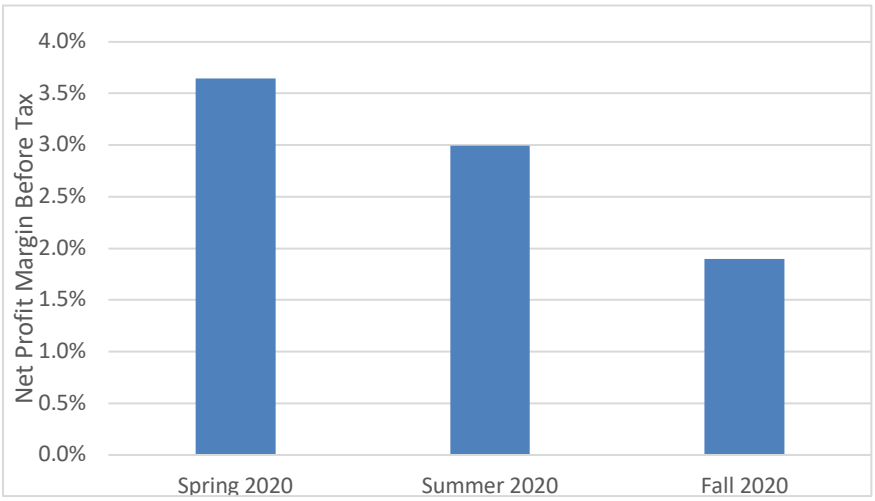
[3] Source: "2020 Independent Grocer Financial Survey." Sponsored by the National Grocer's Association and FMS Solutions Holding, LLC

[4] Supra 2.

But the increases are subsiding

Moreover, quarterly data indicates that the sales and profit increases experienced in early 2020 were transitory and were settling back toward pre-COVID trends as 2020 drew to a close. This quarterly trend is evident in quarterly financial reports filed by California's two largest publicly traded companies in the grocery business: The Kroger Company (which includes Ralphs, Food for Less, and Fred Meyers, among others) and Albertsons (which includes Safeway, Albertsons, and Vons, among others). Figure 1 shows that the average profit margin for these two companies was 3.6 percent of sales in the Spring of 2020, declining to 1.9 percent by the fourth quarter of the year.[5] Monthly sales data contained in the 2020 Independent Grocer's Financial Survey showed a similar pattern, with year-over-year sales peaking at 68 percent in mid-March 2020, but then subsiding to 12 percent as of the first three weeks of June (the latest period covered by the survey).[6]

Figure 1
Combined Net Profit Margins During 2020
Albertsons and The Kroger Companies



While grocers continued to benefit from higher food and related sales during the second half of 2020, they also faced higher wholesale costs for food and housing supplies, as well as considerable new COVID-19 related expenses. These include expenses for paid leave and overtime needed to cover shifts of workers affected by COVID-19, both those that contracted the virus and (primarily) those that were exposed and needed to quarantine. Other COVID-19 costs include those for intense in-store cleaning, masks for employees, new plastic barriers at check-outs and service counters, and additional staffing and capital costs for scaling up of e-commerce, curbside and home delivery.

[5] In their SEC 10-Q quarterly report for the four-month period ending in June 2020, Albertsons reported that consolidated sales were up 21.4 percent from the same period of 2019 and before-tax profits were 3.5 percent of total sales. In the three-month period ending in mid-September, the company reported year-over-year sales growth of 11.2 percent and before-tax profits equal to 2.5 percent of sales. In their 10-Q report filed for the three-month period ending in early December, Albertsons showed year-over-year sales growth of 9.3 percent, and profits as a percent of sales of just 1.0 percent. Data for the Kroger Company indicates that year-over-year sales growth subsided from 11.5 percent for the three-month period ending in May 2020 to 8.2 percent for the three-month period ending in August, and further to 6.3 percent for the three-month period ending in November. Profits as a percent of sales fell from 3.8 percent to 3.5 percent, and further to 2.8 percent during the same three quarterly periods. (Source: EDGAR Company Filings, U.S. Securities and Exchange Commission. https://www.sec.gov/edgar/searchedgar/ companysearch.html.

[6] Supra 3

Many stores incur losses in normal years

The 1- to 2-percent net profit levels cited above reflect industry averages. There is considerable variation around these averages among individual stores, with some doing better and some doing worse. As one indication of this variation, the 2020 Independent Grocer Financial Survey found that, while the nationwide average profit before tax for all stores was 1.1 percent of sales in 2019, about 35 percent of the respondents reported negative net profits during the year.[7] This national result is consistent with feedback we received from California grocers, which reported that even in profitable years, anywhere from one-sixth to one-third of their stores show negative earnings. While chain operations can subsidize some store losses with earnings from other stores, a major mandated wage increase would eliminate earnings for even the most profitable stores, making cross- subsidies within supermarket chains much less feasible. As discussed below, the consequence would likely be a closure of some unprofitable stores.

Mandated wage increases would push most stores into deficits

The grocery business is very labor intensive. Labor is the industry's second largest cost, trailing only the wholesale cost of the food and other items they sell. According to a benchmark study by Baker-Tilly, labor expenses account for 13.2 percent of gross sales of grocers nationally.[8] The Independent Grocer Survey, cited above, found that labor costs account for 15 percent of sales nationally and 18.4 percent for independent grocers in the Western region of the U.S.[9]

Respondents to our survey of California grocers reported that labor costs equate to 14 percent to 18 percent of sales revenues. For purposes of this analysis, we are assuming that the wage base potentially affected by the mandated hourly pay increase is about 16 percent of annual sales.[10]

A mandatory $4-$5 per hour increase, applied to an average $18.00 per hour wage base, would increase labor costs by between 22 percent and 28 percent. This would, in turn, raise the share of sales devoted to labor costs from the current average of 16 percent up to between 19 percent and 20.5 percent of annual sales. The up-to-4.5 percent increase would be double the 2020 profit margin reported by the industry, and three times the historical margins in the grocery industry.

Potential Impacts on Consumers, Workers and Communities

In order to survive such an increase, grocers would need to raise prices to consumers and/or find substantial offsetting cuts to their operating expenses. As an illustration of the potential magnitude of each of these impacts, we considered two extremes: (1) all of the higher wage costs are passed through to consumers in the form of higher retail prices; and (2) prices are not passed forward and all the additional costs are offset through a reduction of jobs or hours worked.

---

[7] Supra 3

[8] White Paper, "Grocery Benchmarks Report", November 5, 2019, Baker Tilly Virchow Krause LLP.

[9] Supra 3

[10] This recognizes that not all labor costs would be affected by the hazard pay proposal. Grocers report that both in-store and warehouse staff would receive the increase, as would supervisors and managers, although some executive and administrative staff may not. In addition, costs for health coverage would probably not be affected, at least not immediately, but payroll taxes and some other benefit costs would be.

Higher costs passed along to consumers

Aggregate impacts. If a $5.00 per hour wage increase were imposed statewide and all of the increase were passed along to customers in the form of higher product prices, Californians would face a rise in food costs of $4.5 billion annually. If imposed locally, the City of Los Angeles's $5 per hour proposal would raise costs to its residents by $450 million annually, and the $4.00 per hour increase in Long Beach would raise grocery costs to its residents by about $40 million annually.[11]

Impact on household budgets. The wage increase would add about $400 to the annual cost of food and housing supplies for the typical family of four in California.[12] While such an increase may be absorbable in higher income households, it would hit low- and moderate-income households especially hard. The impact would be particularly harsh for those who have experienced losses of income and jobs due to the pandemic, or for those living on a fixed retirement income including many seniors. For these households, the additional grocery-related expenses will make it much more difficult to cover costs for other necessities such as rent, transportation, utilities, and healthcare.

According to the BLS Consumer Expenditure Survey, California households with annual incomes of up to $45,000 already spend virtually all of their income on necessities, such as food, housing, healthcare, transportation and clothing.[13] For many of these households, a $33 per month increase in food costs would push them into a deficit.

These increases would add to the severe economic losses that many Californians have experienced as a result of government-mandated shutdowns in response to COVID-19. According to a recent survey by the Public Policy Institute of California, 44 percent of households with incomes under $20,000 per year and 40 percent with incomes between $20,000 and $40,000 have reduced meals or cut back on food to save money.[14] Clearly, imposing a $4.5 billion increase in grocery prices would make matters worse, especially for these lower-income Californians.

Higher costs are offset by job and hours-worked reductions

If grocers were not able to pass along the higher costs resulting from the additional $5/hour wage requirement, they would be forced to cut other costs to avoid incurring financial losses.[15] Given

[11] Our estimates start with national U.S. Census Bureau estimates from the Annual Retail Trade Survey for 2018 (the most current data available), which indicates that nationwide sales by grocers (excluding convenience stores) was $634 billion in 2018. We then apportioned this national data to California as well as the cities of Los Angeles and Long Beach based on relative populations and per-household expenditure data from the Consumer Expenditure Survey. We then updated the 2018 estimate to 2021 based on actual increases in grocery-related spending between 2018 and 2020, as reported by the U.S. Department of Commerce, and a projection of modest growth in 2021. Our estimate is consistent with the industry estimate of $82.9 billion for 2019 that was by IBISWorld, as adjusted for industry growth in 2020 and 2021. (See IBISWORLD Industry Report, Supermarkets & Grocery Stores in California, Tanvi Kumar, February 2019.)

[12] Capitol Matrix Consulting estimate based on U.S. Bureau of Labor Statistics, Consumer Expenditure Report, 2019. https:// www.bls.gov/opub/reports/consumer-expenditures/2019/home.htm

[13] U.S. Bureau of Labor Statistics, Consumer Expenditure Survey, State-Level Expenditure Tables by Income. https://www.bls.gov/cex/csxresearchtables.htm#stateincome.

[14] "Californians and Their Well-Being", a survey by the Public Policy Institute of California. December 2020. https://www.ppic.org/publication/ppic-statewide-survey-californians-and-their-economic-well-being-december-2020/

[15] Circumstances where stores would not be able to pass forward high costs include communities where customers are financially squeezed by pandemic-related losses in jobs or wages, or where the increased is imposed locally and customers are able to avoid higher prices by shifting purchases to cross-border stores.

that labor costs are by far the largest controllable expense for stores, it is highly likely that the wage mandates will translate into fewer store hours, fewer employee hours, and fewer jobs. For a store with 50 full-time equivalent employees, it would take a reduction of 11 employees to offset the increased wages, which is about a 22 percent decrease in staff/hours.

Aggregate impacts. As an illustration, if the full California grocery industry were to respond to a statewide $5.00 wage mandate by reducing its workforce, we estimate that up to 66,000 industry jobs would be eliminated. This is about 22 percent of the 306,000 workers in the grocery industry in the second quarter of 2020 (the most recent quarter for which we have detailed job totals).[16] If the mandate were imposed locally in the City of Los Angeles, the impact would be about 7,000 workers, and in the City of Long Beach (at $4.00 per hour), the impact would be about 775 jobs. Stores could alternatively avoid job reductions by cutting hours worked by 22 percent across-the-board.

Under these circumstances, some workers receiving the wage increases would be better off, but many others would be worse off because of reduced hours or layoffs. Customers would also be worse off because of reduced store hours, and fewer food choices and services.

Without any external constraints imposed by the local ordinances, it is likely some combination of higher prices and job and hour reductions would occur. Stores within some jurisdictions imposing the mandatory wage increase might be able to raise retail prices sufficiently to cover a significant portion of the mandated wage increase, thereby shifting the burden onto customers. However, the degree to which this would occur would vary from jurisdiction to jurisdiction, depending on the price-sensitivity of their customers and (if the mandate is imposed locally) the availability of shopping alternatives in neighboring communities that have not imposed the wage mandate.

Of course, if the local ordinances contain provisions prohibiting stores from cutting hours, then stores would be forced to pass costs on to consumers in the form of higher prices, or to close stores in those jurisdictions.

Some communities would become food deserts

Many of the up-to one third of stores already incurring losses may find it impossible to raise prices or achieve savings that are sufficient to offset the higher wage costs. For these stores, the only option would be store closure. Indeed, a consistent theme of feedback we received from California grocer representatives is that it would be extremely difficult, if not impossible, to justify continued operation of a significant portion of their stores following a government-mandated 28-percent increase in wages. This would leave some communities with fewer fresh food options.

According to the Propel LA: “The United States Department of Agriculture (USDA) defines a food desert as ‘a low-income census tract where either a substantial number or share of residents has low access to a supermarket or large grocery store.’ There are a large number of census tracts in Los Angeles County, including Antelope Valley and San Fernando Valley, that are considered to be food deserts. The population of food deserts is predominantly Hispanic or Latino, followed by Black and White, respectively.”[17] The map also shows several food deserts in and around the City of Long Beach. The hazard pay proposal would exacerbate this problem.

[16] Employment Development Department. Labor Market Information Division. Quarterly Census of Employment and Wages. https://www.labormarketinfo.edd.ca.gov/qcew/cew-select.asp

[17] “Food deserts in LA, an Interactive Map.” Propel LA, https://www.propel.la/portfolio-item/food-deserts-in-los-angeles-county/

Closing even one supermarket in many neighborhoods would result in residents having to commute significantly farther to find fresh and healthy food at reasonable prices. Tulane University studied the impact of food deserts and concluded that while the majority of items at smaller stores are priced higher than at supermarkets, price is a consideration in deciding where to purchase staple foods, and transportation from a food desert to a supermarket ranges from $5 to $7 per trip.[18]

Thus, mandating hazard pay would likely impose significant hardships on some communities, especially in lower-income areas. The loss of a grocery store means both fewer jobs for members of the community and higher costs for all residents in the community, who must pay higher local prices or incur additional time and expense to shop.

Conclusion

Hazard pay initiatives like those passed in the City of Long Beach, and proposed in the City of Los Angeles and in other local jurisdictions, would have far-reaching and negative consequences for businesses, employees and customers of grocery stores in the jurisdictions where levied. They would impose an up-to-28 percent increase in labor costs on an industry that is labor-intensive and operates on very thin profit margins. The increases would be more than double the average profit margins for the grocery industry in 2020, and triple the margins occurring in normal years, and thus would inevitably result in either retail price increases or major employment cutbacks by grocery stores, or a combination of both. If the increased costs were passed forward to consumers, a typical family of four in California would face increased food costs of $400 per year. This would intensify financial pressures already being felt by millions of low- and moderate-income families, many of whom are already cutting back on basic necessities like food due to COVID-19-related losses in jobs and income. Establishments not able to recoup the costs by raising prices would be forced to reduce store hours and associated jobs and hours worked by employees. For a significant number of stores that are already struggling, the only option may be to shutter the store. This would be a “lose-lose” for the community. It would mean fewer jobs with benefits, less local access to reasonably-priced food, and more time and expense spent by customers that would have to travel greater distance to find grocery shopping alternatives.

[18] “Food Deserts in America (Infographic),” Tulane University, School of Social Work, May 10, 2018. https://socialwork.tulane.edu/blog/food-deserts-in-america

From: Tamara Bard
To: GRP-City Council
Subject: 8.A
Date: Monday, March 8, 2021 4:39:49 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

My name is Tamara Bell. I'm a long time resident of Redwood City and a long time grocery worker in Redwood City. I am also a member of UFCW Local 5. I encourage City Council to approve Hazard Pay for grocery workers. We have put ourselves on the front lines to support needs of the community. Please support us now and recognize us for our hard work. Thank you very much for your support.
Tamara Bell
Shop Stewart
Safeway 305
Redwood City

Sent from my iPhone

From: Elizabeth McLoughlin
To: GRP-City Council
Subject: 8A
Date: Tuesday, March 9, 2021 10:03:30 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I support hazard pay for ALL grocery workers

Thank you
Elizabeth Cortez

Sent from my iPhone

MORRISON | FOERSTER

425 MARKET STREET
SAN FRANCISCO
CALIFORNIA 94105-2482

TELEPHONE: 415.268.7000
FACSIMILE: 415.268.7522

WWW.MOFO.COM

MORRISON & FOERSTER LLP

BEIJING, BERLIN, BOSTON, BRUSSELS,
DENVER, HONG KONG, LONDON,
LOS ANGELES, NEW YORK, PALO ALTO,
SAN DIEGO, SAN FRANCISCO, SHANGHAI,
SINGAPORE, TOKYO, WASHINGTON, D.C.

March 5, 2021

Writer's Direct Contact
+1 (415) 268.6358
WTarantino@mofo.com

Via Email

The Honorable Diana Howard
City Council
1017 Middlefield Road
Redwood City, California 94063

Re: Hazard Pay for Grocery Workers Ordinance

Dear Council Members:

We write on behalf of our client, the California Grocers Association (the "CGA"), regarding the proposed discussion on the City Council's March 8, 2021 agenda to implement a "hazard pay" ordinance for grocery workers in Redwood City. Any hazard pay ordinance will compel grocers in Redwood City to spend less on worker and public health protections in order to avoid losses that could lead to closures. In addition, an ordinance would interfere with the collective-bargaining process protected by the National Labor Relations Act (the "NLRA"), and unduly targets certain grocers in violation of their constitutional equal protection rights. We respectfully request that the City Council take a careful and considered look at these issues before making any decision on a hazard pay ordinance.

Hazard pay ordinances do not address frontline workers' health and safety. The purported purpose of these ordinances are to protect the public health and safety, but these ordinances as proposed in every city have been devoid of any requirements related to the health and safety of frontline workers or the general public and instead imposes costly burdens on certain grocers by requiring them to provide mandatory wage increases of up to $5.00 per hour for all hours worked. A wage increase does not play any role in mitigating the risks of exposure to COVID-19, nor is there any evidence that grocery store workers are exposed to higher risks than other essential workers. If anything, an ordinance could increase those risks, as it may divert funds that otherwise would have been available for grocers to continue their investments in public health measures recognized to be effective: enhancing sanitation and cleaning protocols, limiting store capacity, expanding online orders and curbside pickup service, and increasing spacing and social distancing requirements.

These ordinances choose winners and losers among frontline workers in mandating wage increases. Other retail and health care workers are ignored, despite the fact that those same workers have been reporting to work since March.

Hazard pay ordinances are unconstitutional. By mandating hazard pay, the City would improperly insert itself into the middle of the collective bargaining process protected by the National Labor Relations Act. Grocers have continued to operate, providing food and household items to protect public health and safety. In light of the widespread decrease in economic activity, there is also no reason to believe that grocery workers are at any particular risk of leaving their jobs, but even if there were such a risk, grocers would have every incentive to increase the workers' compensation or otherwise bargain with them to improve retention. A hazard pay ordinance would interfere with this process, which Congress intended to be left to be controlled by the free-play of economic forces. *Machinists v. Wisconsin Employment Relations Comm'n*, 427 U.S. 132 (1976).

For example, in *Chamber of Commerce of U.S. v. Bragdon*, the Ninth Circuit Court of Appeals held as preempted an ordinance mandating employers to pay a predetermined wage scale to employees on certain private industrial construction projects. 64 F.3d 497 (9th Cir. 1995). The ordinance's purported goals included "promot[ing] safety and higher quality of construction in large industrial projects" and "maintain[ing] and improv[ing] the standard of living of construction workers, and thereby improv[ing] the economy as a whole." *Id.* at 503. The Ninth Circuit recognized that this ordinance "differ[ed] from the [a locality's] usual exercise of police power, which normally seeks to assure that a minimum wage is paid to all employees within the county to avoid unduly imposing on public services such as welfare or health services." *Id.* at 503. Instead, the ordinance was an "economic weapon" meant to influence the terms of the employers' and their workers' contract. *Id.* at 501-04. The Ninth Circuit explained that the ordinance would "redirect efforts of employees not to bargain with employers, but instead, to seek to set specialized minimum wage and benefit packages with political bodies," thereby substituting a "free-play of economic forces that was intended by the NLRA" with a "free-play of political forces." *Id.* at 504.

While the City has the power to enact ordinances to further the health and safety of its citizens, it is prohibited from interfering directly in employers' and their employees' bargaining process by arbitrarily forcing grocers to provide wages that are unrelated to minimum labor standards, or the health and safety of the workers and the general public. While minimum labor standards that provide a mere backdrop for collective bargaining are consistent with the NLRA, local laws such as a hazard pay ordinance, which effectively dictate the outcome of the college bargaining process, are preempted. An ordinance such as the one proposed here imposes unusually strict terms on a narrow band of businesses without any allowance for further bargaining. By enacting an ordinance such as this, the City would end any negotiations by rewriting contracts.

Hazard pay ordinances also violate the U.S. Constitution and California Constitution's Equal Protection Clauses (the "Equal Protection Clauses"). The Equal Protection Clauses provide

for "equal protections of the laws." U.S. Const. amend. XIV, § 1; Cal. Const. art I, § 7(a). This guarantee is "essentially a direction that all persons similarly situated should be treated alike" and "secure[s] every person within the State's jurisdiction against intentional and arbitrary discrimination, whether occasioned by express terms of a statute or by its improper execution through duly constituted agents." *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432, 439 (1985); *Village of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000). No law may draw classifications that do not "rationally further a legitimate state interest." *Nordlinger v. Hahn*, 505 U.S. 1, 10 (1992). By requiring that any classification "bear a rational relationship to an independent and legitimate legislative end, [courts] ensure that classifications are not drawn for the purpose of disadvantaging the group burdened by law." *Romer v. Evans*, 517 U.S. 620, 633 (1996).

As discussed above, these ordinances unfairly target traditional grocery companies and ignore other generic retailers and other businesses that employ frontline workers. *See Fowler Packing Co., Inc. v. Lanier*, 844 F.3d 809, 815 (9th Cir. 2016) ("[L]egislatures may not draw lines for the purpose of arbitrarily excluding individuals," even to "protect" those favored groups' "expectations."); *Hays v. Wood*, 25 Cal. 3d 772, 786-87 (1979) ("[N]othing opens the door to arbitrary action so effectively as to allow [state] officials to pick and choose only a few to whom they will apply legislation and thus to escape the political retribution that might be visited upon them if larger numbers were affected."). Moreover, as an ordinance that would impinge on fundamental rights to be free of legislative impairment of existing contractual agreements, this ordinance would be subject to heightened scrutiny by courts. *See, e.g., Plyler v. Doe*, 457 U.S. 202, 216 (1982); *Hydrick v. Hunter*, 449 F.3d 978, 1002 (9th Cir. 2006); *Long Beach City Employees Ass'n v. City of Long Beach*, 41 Cal.3d 937, 948 (1986). The City's unilateral modification of contractual terms governing wages and hours of grocery employees would go to the very heart of bargained-for agreements.

For the reasons discussed above, we respectfully request that the City Council reject any proposal for a hazard pay ordinance.

Sincerely,

William F. Tarantino

Cc: Redwood City Council
Ms. Giselle Hale
Ms. Alicia C. Aguirre
Ms. Lissette Espinoza-Garnica
Mr. Jeff Gee

sf-4441468

Ms. Diana Reddy
Mr. Michael Smith

From: Tim James
To: GRP-City Council
Subject: Grocery Pay Ordinance 3/8 Agenda
Date: Monday, March 8, 2021 3:10:17 PM
Attachments: Redwood City Grocery Pay LTR 3-3-21.pdf
CGA - Letter to Redwood City Council - 4441468.pdf
2021-Extra-Pay-Mandates-Economic-Study.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Councilmembers, please accept the attached letters and documents regarding the grocery pay ordinance. Please contact me directly to discuss. Thank you for your consideration. Tim

Timothy James
Director, Local Government Relations
California Grocers Association
916-448-3545

From: Rocio Cabrera
To: GRP-City Council
Subject: Hazard pay
Date: Tuesday, March 9, 2021 3:41:58 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening,

My name is Rocio and I am an essential worker. I left my job at Safeway on January 2020 to be a full time mom. Shortly after we were hit with the pandemic. I decided to come back to work in March to help run the Dot Com department. I was good at running it and I liked working here so I decided to come back and help out. As you can imagine, our department was understaffed and in such high demand. Some of us were working 15 hour shifts just to try to get all the orders out. I ended up getting pregnant and kept working during the pandemic mostly because of necessity. I worked up until I could which was until 8 months pregnant in December. 1 week after I stopped working I lost my son. Now I am back as of last month and I see how tired all my coworkers are. We work hard and get exposed to so much. Most are here because they have to.
We deserve hazard pay. We deserve hazard pay because we work hard. We get exposed to covid everyday. We put our selves and our families at risk. WE DESERVE HAZARD PAY.

Thank you,
Rocio R

Sent from my iPhone

From: Janet English
To: GRP-City Council
Subject: Hazard pay for essential employees
Date: Monday, March 8, 2021 5:21:28 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I think all essential workers deserve Hazard pay because we are keeping our community fed! We show up everyday and do our part to help keep Redwood City fed! If we did not do our job there would be a lot of people going hungry.

Janet English
650-642-6402

Sent from my iPhone

From: Wendy Leafe
To: GRP-City Council
Subject: Hazard pay for grocery clerks
Date: Wednesday, March 10, 2021 12:16:33 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Would like to say that I support a $5.00 increase in pay for grocery clerks. They have not stopped working since the pandemic began and have put themselves and their families health at risk every day while the companies have made record sales at their expense.
Please add my name to those in support of this.
Thank you,
Wendy Leafe

Get Outlook for Android

From: Lori
To: GRP-City Council
Subject: Hazard pay for grocery workers
Date: Monday, March 8, 2021 12:26:56 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Council,
I am writing to urge you to vote for the hazard pay for grocery workers in Redwood City.
Grocery workers are essential workers that have been, at work, for the public during this entire pandemic.
When the rest of my family (teachers, government employees, real estate essential workers) worked from home, the grocery worker has continued to show up in person everyday because people need to buy food to survive.
By the way, it really is hazard pay because he did contract the Corona virus from contact encountered from working with the public.
Please take this into consideration when you vote on this important matter. These people are our heroes.
Thank you.

Sent from my iPhone

From: Alba Sosa
To: GRP-City Council
Subject: I Support $5/hr to grocery employees
Date: Monday, March 8, 2021 5:22:19 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Enviado desde mi iPhone

March 8, 2021

The Honorable Diane Howard
Mayor, City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

RE: Grocery Worker Pay

Dear Mayor Howard,

On behalf of Redwood City grocers, I write to ask the Council to not move forward with the proposed grocery worker premium pay ordinance given the numerous negative consequences to grocery workers, neighborhoods and the grocery industry. Based on the consequences experienced in other jurisdictions with similar ordinances, we must oppose the ordinance for both policy and legal reasons.

We agree that grocery workers serve a vital and essential role during the pandemic. They have worked tirelessly to keep stores open for consumers, allowing our communities to have uninterrupted access to food and medications. To protect our employees, grocery stores were among the first to implement numerous safety protocols, including providing PPE and masks, performing wellness checks, enhancing sanitation and cleaning, limiting store capacity, and instituting social distance requirements, among other actions.

On top of increased safety measures, grocery employees have also received unprecedented amounts of supplemental paid leave to care for themselves and their families in addition to already existing leave benefits. Grocers have also provided employees additional pay and benefits throughout the pandemic in various forms, including hourly and bonus pay, along with significant discounts and complimentary groceries. All of these safety efforts and additional benefits clearly demonstrate grocers' dedication and appreciation for their employees. Most importantly the industry has been fierce advocates for grocery workers to be prioritized for vaccinations. This is evident now that your county is now considering grocery workers a priority and they are currently receiving the vaccine.

Unfortunately, the Grocery Worker Premium Pay ordinance would mandate grocery stores provide additional pay beyond what is economically feasible, which would severely impact store viability and result in increased prices for groceries, limited operating hours, reduced hours for workers, fewer workers per store, and most concerning, possible store closures. These negative impacts from the ordinance would be felt most acutely by independent grocers, ethnic format stores, and stores serving low-income neighborhoods. The Cities of Long Beach and Seattle, who have passed a similar ordinance, have already suffered the permanent loss of several full-service grocery stores as direct result.

We request the City of Redwood City perform an economic impact report to understand the true impacts of this policy. If you choose not to understand specific impacts for Redwood City, then we refer you to the economic impact report from the City of Los Angeles Legislative Analyst Office. This report makes it clear that the impact of this policy will severely impact workers, consumers, and grocery stores. These impacts are still significant at the proposed $3 per hour rate.

In its own words the Los Angeles City Legislative Analyst clearly states that grocery "companies would be required to take action to reduce costs or increase revenue as the labor increase will eliminate all current profit margin." The report recognizes that "affected companies could raise prices to counteract the additional wage cost." This type of ordinance would put "more pressure on struggling stores (especially independent grocers) which could lead to store closures" and that "the closure of stores could lead to an increase in 'food deserts' that lack access to fresh groceries." These are all scenarios we know everyone in the city wants to avoid, especially during a pandemic. This is why we are asking the Council to not move forward with this policy and, instead, focus on making sure all grocery workers are provided the vaccine.

Specific to ordinance language, there are numerous policy and legal issues which unnecessarily single out the grocery industry and create significant burdens. The ordinance fails to recognize the current efforts grocers are making to support their employees and requires grocers add significant costs on to existing employee benefit programs.

Furthermore, passing this ordinance improperly inserts the city into employee-employer contractual relationships. The ordinance also ignores other essential workers, including city employees, that have similar interaction with the public. Taken in whole, this ordinance is clearly intended to impact only specific stores within a single industry and fails to recognize the contributions of all essential workers. Based on language specifics, this ordinance misses a genuine effort to promote the health, safety and welfare of the public.

Emergency passage of the ordinance also ignores any reasonable effort for compliance by impacted stores, as several grocery stores will be operating at the time of passage. By implementing the ordinance immediately there is literally no time to communicate to employees, post notices, adjust payroll processes, and other necessary steps as required by California law. Coupled with the varied enforcement mechanisms and significant remedies outlined, the passage of this ordinance would put stores into immediate jeopardy. This scenario is yet another negative consequence resulting from the lack of outreach to grocers and the grocery industry to understand real world impacts.

Grocery workers have demonstrated exemplary effort to keep grocery stores open for Redwood City. This why the grocery industry has provided significant safety measures and historic levels of benefits that include additional pay and bonuses. It is also why vaccinating grocery workers has been our first priority. Unfortunately, this ordinance is a significant overreach of policy and jurisdictional control. This will result in negative consequences for workers and consumers that will only be compounded by the pandemic.

We respectfully implore the Council to not move forward with the grocery worker pay ordinance at this time. We encourage you to recognize and understand the impacts of this ordinance on workers and the community by accepting our invitation to work cooperatively with Redwood City grocers. If Council must bring the ordinance forward for a vote at this time we ask you to oppose its passage. CGA is submitting additional information from our legal counsel for your consideration.

Thank you for your consideration and we look forward to being able to combat the pandemic in partnership with the City of Redwood City.

Sincerely,

Timothy James
California Grocers Association

CC: Members, Redwood City City Council
City Clerk, City of Redwood City

From: P Lee
To: GRP-City Council
Cc: match3456@yahoo.com
Subject: Support $5 PER HOUR Hazard Pay for Grocery Workers
Date: Monday, March 8, 2021 3:23:28 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

TO WHOM IT MAY CONCERN @ Redwood City Council Meeting:

I am a Redwood City resident and is also an essential "Frontline Grocery worker" at a Safeway Supermarket in the San Mateo County.

As an essential worker, I do not have any choices but to risk my live and earn paycheck to support my family and livelihood.
Am grateful to have a job rather than being unemployed

1) Safeway Supermarket had been earning "Huge" profits at the Corporate Level. Store Management (Store DIrector and Assistant Store Director) had been receiving HUGE QUARTERLY BONUS checks in meeting payroll and sales goals. Drive Up and Go program earns substantial profits and skyrocket business (similar to Amazon and Instacart deliveries)

Only time Safeway employees receive "Hazard Pay extra $2 per hour" were in May 2020 and June 2020 when COVID19 pandemic started.

2) Safeway Management had only scheduled employees minimum # of hours per UFCW5 contract.

3) Another tactic Safeway Management and Corporate level is using is to schedule employees with "Junior Seniority" on weekly schedule.
"Junior Seniority" employees had a lower hourly rate which equates to smaller weekly payroll expense.
By doing so, Store Management can meet weekly payroll goal and receive bonuses.

4) Our store location had so many COVID19 positive employees since the pandemic started in March 2020. Info was kept "hush hush" out of public eye.

I am urging Redwood City Council to support and pass "Extra $5 PER HOUR Hazard Pay" for grocery workers retroactively to July 2020.

Thank you for your time and support to the essential front line workers.

Sincerely,
Pam

From: Vanessa Bain
To: GRP-City Council
Subject: Support for Hazard Pay
Date: Tuesday, March 9, 2021 11:42:23 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am writing to express my support for hazard pay for grocery workers in Redwood City.

From: Kate Stevenson
To: GRP-City Council
Subject: Support Hazard pay
Date: Tuesday, March 9, 2021 11:47:00 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please support our essential workers by implementing hazard pay,

Kate Stevenson
650.464.3765

From: Clara Jaeckel
To: GRP-City Council
Subject: public comment for 3/8/2021 city council meeting - items 7A, 8A, and item not on the agenda
Date: Monday, March 8, 2021 1:14:44 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I would like to comment on the following items for the 3/8/2021 city council meeting:

7A - I am eager to see the work that the Sub-Committee on Equity and Social Justice will do. Regarding the proposed Police Advisory Committee, I appreciate the intent to provide greater review on the actions of the police department. However, given that the committee's work plan will be set in conjunction with the chief of police, and the committee will have no disciplinary authority to enforce its directives, it's difficult to see how it will lead to meaningful change. I urge you to continue looking for ways to provide the independent oversight that the community called for in the listening sessions last year.

8A - I am very pleased to see our city taking up the issue of hazard pay for grocery workers and urge you to proceed with the development of the ordinance. Thank you for treating this as a matter of urgency.

Item not on the agenda - I would like to repeat my call for a study session on the public safety budget, not solely to provide information on existing budget plans, but to receive community input to shape those plans. Please hold this session early enough in the cycle that the input gathered can meaningfully guide the development of the budget. After the community's calls for police budget reform last year were deferred to the next fiscal cycle, I urge you not to delay any further, but make this a priority now.

Thank you,
Clara Jaeckel

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: April 12, 2021

SUBJECT

Oral report on the City's response to Novel Coronavirus (COVID-19)

RECOMMENDATION

Oral informational update on the City's response to Novel Coronavirus (COVID-19).

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

At a special meeting of the Council held on March 12, 2020, the City Council adopted a resolution proclaiming the existence of a local emergency caused by the novel coronavirus (COVID-19). Staff recommends that the Council receive an oral update on the City's response to novel coronavirus (COVID-19).

ANALYSIS

Staff will provide a most recent update of the current novel coronavirus (COVID-19) pandemic and the City's response.

FISCAL IMPACT

None.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

Not applicable.

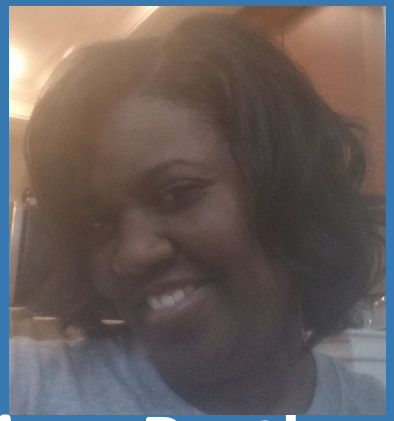
ATTACHMENTS

None

REPORT PREPARED BY:

Melissa Stevenson Diaz, City Manager
mdiaz@redwoodcity.org
(650) 780-7300

LIBRARY BOARD



Desiree Bartley

Heather Liu

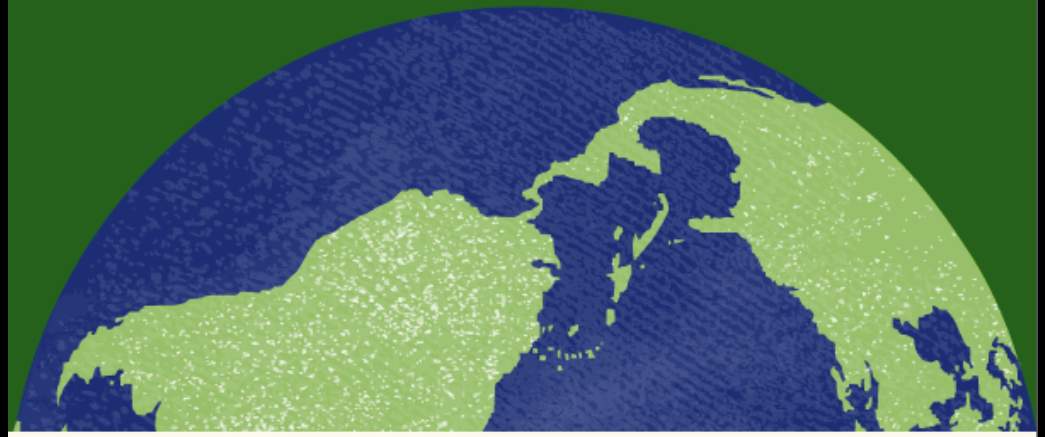
PARKS, RECREATION & COMMUNITY SERVICES COMMISSION

Charlene “Tinka” Blackmond

ANNUAL SPRING CLEANUP

April 19-24, 2021

The Pride and Beautification Committee encourages you to beautify an area in the City and post cleanup pictures on social media using #EarthWeekRWC! Photos will also be posted online at www.RedwoodCity.org/PrideandBeautifcation



Redwood City | California Founded 1867

Pride & Beautification Committee

REDWOOD CITY, CA

#EARTHWEEKRWC

HOW TO PARTICIPATE

1. Pick a day during Earth Week – or dedicate them all – to cleaning up litter in your neighborhood with your household or social bubble.

2. BYO (bring your own) buckets, bags, gloves or litter grabbers, reusable water bottles, & sunscreen to pick up litter. If you need gloves, bags, and/or litter grabbers for your team, contact Public Works at (650) 780-7464 to arrange a pick-up time.

3. Designate bags for recycling and bags for trash, record how many bags your team picks up, and take a group photo! Email the number of bags, the photo, and the most unusual items your group picked up to vsherman@redwoodcity.org.

4. Post your pictures on social media using #EarthWeekRWC so we can share!

FREE Compost Giveway

Saturday, April 24 @ 1400 Broadway

- Up to (3) 32-gallon cans/bins; must provide your own bins
- Limited supplies
- Redwood City residents only

For more info, visit www.RedwoodCity.org/PrideandBeautifcation

TONIGHT

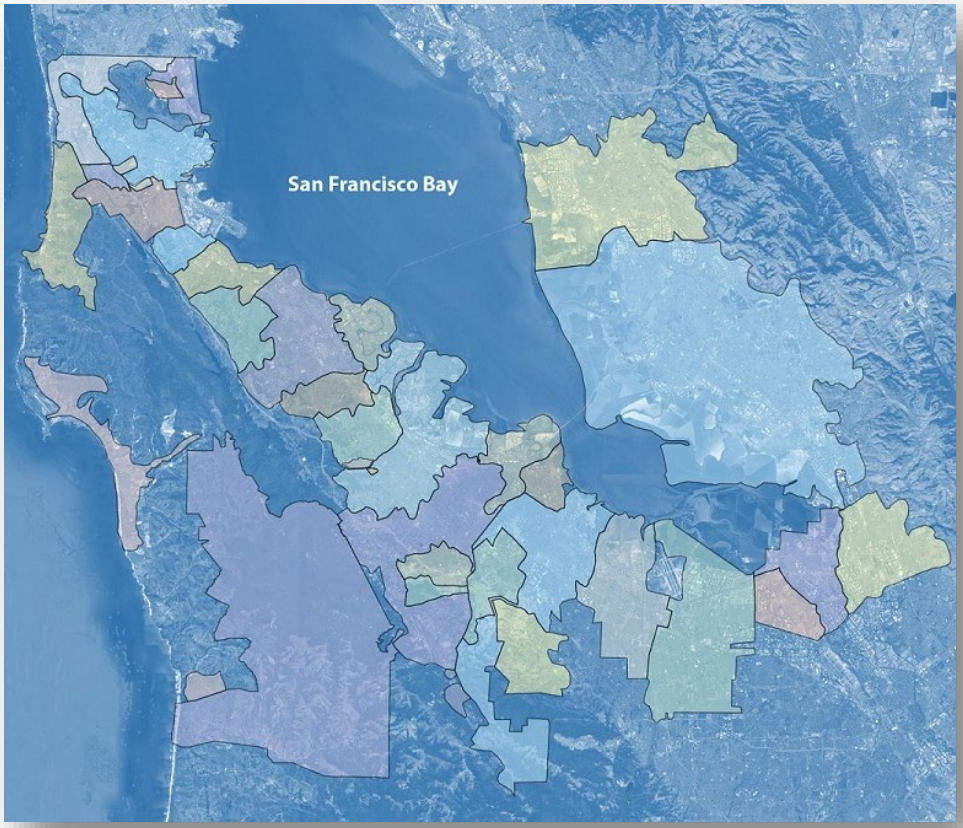
- What is BAWSCA
- What is the Bay Delta Plan
- What is the impact to Redwood City
- What's next

BAWSCA
Bay Area Water Supply & Conservation Agency

What is BAWSCA? (Bay Area Water Supply and Conservation Agency)

A Special District representing the interests of:

- 26 water suppliers in San Mateo, Santa Clara, and Alameda Counties
- 1.8 million residents and over 40,000 businesses and community organizations
- All rely on the San Francisco (Hetch Hetchy) Regional Water System



BAWSCA
Bay Area Water Supply & Conservation Agency

San Francisco Regional Water System

BAWSCA's GOALS

A reliable supply of high-quality water at a fair price for the member agencies and customers that they serve.

THE BAY DELTA PLAN BIG PICTURE

Bay-Delta Plan

- 2009 - State Board initiates Bay Delta Plan Phase 1 Update impacting the Tuolumne River

- 2018 - State Board adopted Bay Delta Plan Phase 1 Update, Dec. 2018

Bay-Delta Plan Alternative

- There is an Alternative to the Phase 1 Plan - the Tuolumne River Voluntary Agreement (TRVA)

- State Board Plan includes a framework for voluntary agreements that meet or exceed the proposed objectives to protect fish and wildlife

- The Board has not reviewed the Alternative or accepted any voluntary agreements

Impacts on Redwood City and Region

A reliable source of water is required for current and future residents, housing, jobs and development.

Redwood City is dependent upon the Regional Water System for its water supply.

BAWSCA
Bay Area Water Supply & Conservation Agency

CLOSING

- BAWSCA will continue to work on the issue
- Focus on ensuring a reliable supply
- Work with Redwood City staff and Council
- Return with updates
- Questions
- Thank you!

BAWSCA
Bay Area Water Supply & Conservation Agency

Hazard Pay

April 12, 2021

Agenda

- Council Questions
- Background
- Analysis and Key Provisions
- Comparison to San Mateo County Cities
- Community Engagement
- Communication
- Recommendation

Council Questions

1. Should the City require grocery employers with more than 750 employees pay hazard pay?
2. Should this pay be limited to $5/hour, with credit for any current hazard pay?
3. Should this pay expire July 11?
4. Should this pay begin immediately (adopt urgency ordinance), or begin May 26?
5. Should the City adopt *both* an urgency ordinance and a ordinance?

Background

- Focus on Large Grocery and Drugstores
- Draw from San Mateo County Cities
  - Daly City
  - Millbrae
  - San Mateo
  - South San Francisco
- Seek input from employers and community

Background – Basis for Ordinance

- Grocery and Drugstore Workers are Essential
  - Reported to Work Throughout Pandemic
  - Exposed and Infected to Novel Coronavirus
  - High Turnover, Increased Responsibilities
  - Increased COVID-19 Positivity Rate

- Additional Compensation Addresses Higher Risks
  - Some Grocery Stores Have Made Record Profits During the Pandemic
  - Additional Pay to Frontline Workers Supports Equity

Analysis and Key Provisions

- $5.00 per hour Hazard Pay
- Covered Employers (Includes Franchisees):
  - Employs 750 or More Employees Nationwide
  - Large Grocery Stores and Drugstores
  - Potentially Impacted Businesses:
    - Costco, CVS, Grocery Outlet, Lucky's, Nob Hill, Rite Aid, Safeway, Smart & Final, Target, Whole Foods

- Covered Employees:
  - Workers of large grocery of drugstores wither part-time or full-time

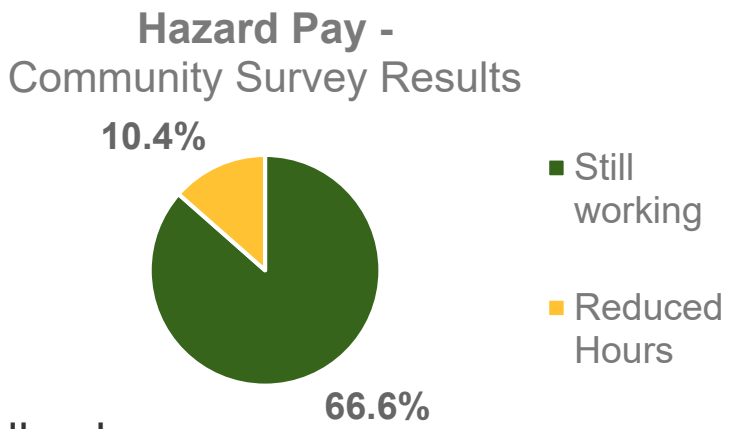
Analysis and Key Provisions (cont.)

- Duration:
  - Urgency Ordinance: If Adopted, Effective Immediately, Expires July 11, 2021
  - Regular Ordinance: If Introduced, Second Reading at April 26, 2021 Council Meeting, Effective 30 Days Later on May 26, 2021, Also Expires on July 11, 2021
- Voluntary Credit for employer-initiated hazard pay
- No additional leave required – mandated by new State law (SB 95)
- Legal Challenges

Comparison of San Mateo County Cities

- Includes: Daly City, Millbrae, San Mateo, and South San Francisco
- Number of Employees Employed Nationwide
- Square Footage Requirement
- Retroactive Pay
- Duration

Community Engagement



- Business Feedback:
  - City Council and Staff Outreach:
    - Chavez Market, Costco, Delucchi's Market, Dollar Tree, Key Market, Lucky's, Nob Hill, Rite Aid, Safeway, Smart & Final, Target, and Whole Foods
- Emailed Comments Received

Communication

- Dedicated Webpage
- Make Contact with Grocery and Drugstore Businesses
- Direct Mailing to Employers

Council Questions

1. Should the City require grocery employers with more than 750 employees pay hazard pay?
2. Should this pay be limited to $5/hour, with credit for any current hazard pay?
3. Should this pay expire July 11?
4. Should this pay begin immediately (adopt urgency ordinance), or begin May 26?
5. Should the City adopt *both* an urgency ordinance and a ordinance?

Recommendations

- Adopt an Urgency Ordinance to require large grocery stores and large drugstores to provide hazard pay to their employees

- Introduce an Ordinance to require large grocery stores and large drugstores to provide hazard pay to their employees

Jurisdiction	Type of Ordinance	Covered Employee	# of Employees nationwide	Square Footage	Duration	Expires	Retroactive Pay
Daly City	Urgency	Performs at least 2 hours of work per week; does not include managers, supervisors, confidential employees	500 employees nationwide; Franchisee with 500 employees in aggregate regardless of location	Drugstores and Grocery Stores 10,000 square feet or more	120 days	July 6, 2021	No
Millbrae	Urgency	Full-time or Part-time; work exposes them to contact w/ patrons	750 employees nationwide	Drugstores of any size; Grocery Stores w/ 10% or more interior space for sale of foodstuffs for offiste consumption	120 days	July 7, 2021	No
San Mateo	Urgency & Regular	Full-time or Part-time; work exposes them to contact w/ patrons	750 employees nationwide	Drugstores of any size; Grocery Stores w/ 10% or more interior space for sale of foodstuffs for offiste consumption	90 days; 120 days	July 13, 2021	No
South San Francisco	Urgency	Full-time or Part-time	500 employees nationwide	Drugstore and Grocery Stores of any size; retail or wholesale stores 85,000 sq. ft. w/ 10% floor area for non-taxable foodstuffs	90 days	May 24, 2021	Yes
Redwood City *Proposed*	Urgency & Regular	Full-time or Part-time; work exposes them to contact w/ patrons	750 employees nationwide	Drugstores of any size; Grocery Stores w/ 10% or more interior space for sale of foodstuffs for offiste consumption	90 days	July 11, 2021	No

***All apply to Drugstores and Grocery Stores**

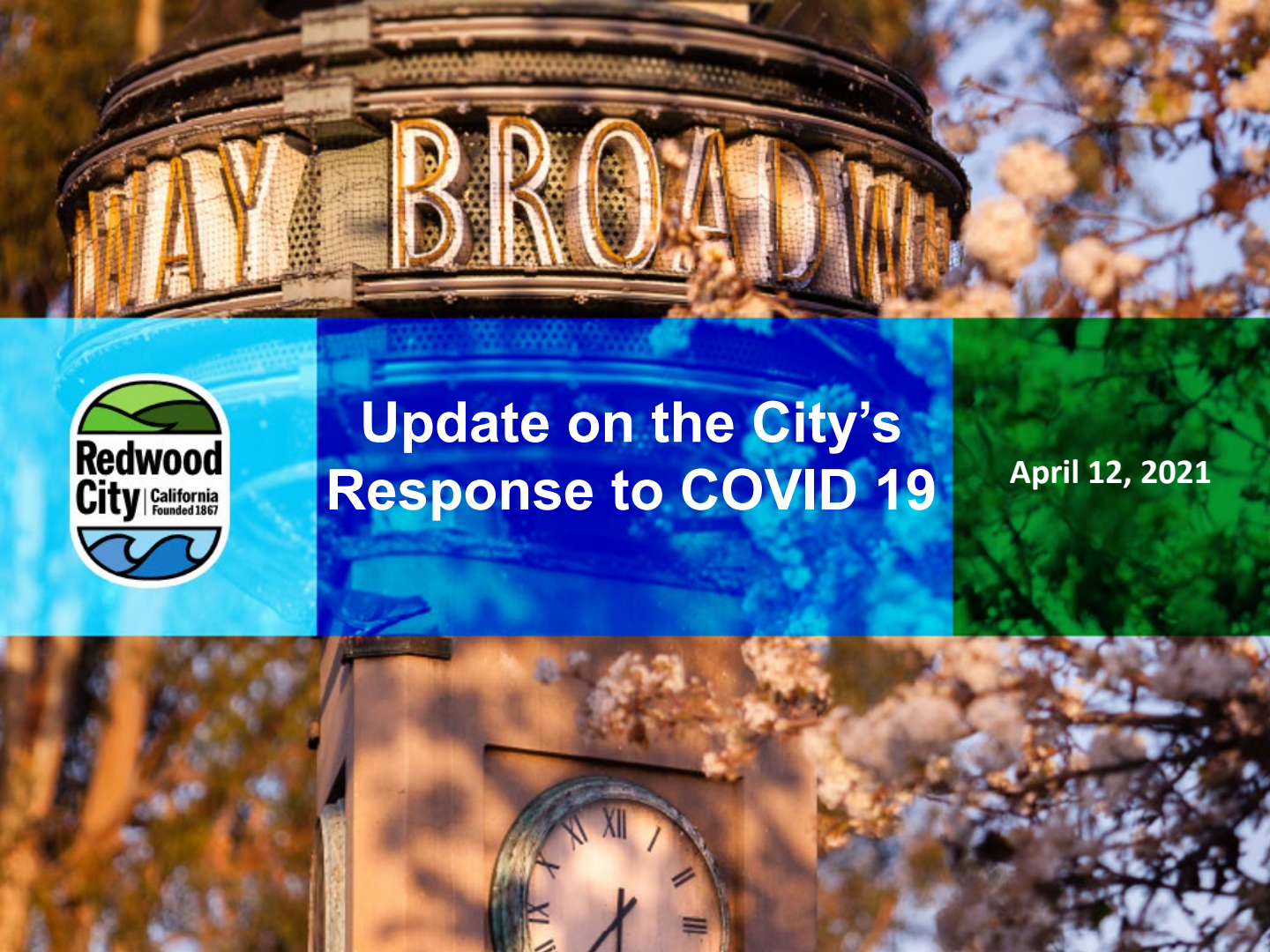
****All require $5.00/hour hazard pay and give credit for employer-initiated hazard pay**

Hazard Pay in Other California Cities

- American Canyon (eff. 3/25/21) ($5)
- Berkeley (eff. 2/23/21) ($4)
- Coachella (eff. 3/26/21) ($4)
- Costa Mesa (eff. 3/16/21) ($4)
- Daly City (eff. 3/28/21) ($5)
- Irvine (eff. 3/25/21) ($4)
- Los Angeles (City) (eff. 3/8/21) ($5)
- Los Angeles County (eff. 2/23/21) ($5)
- Long Beach (eff. 1/19/21) ($4)
- Millbrae (eff. 3/9/21) ($5)
- Montebello (eff. 1/27/21) ($4)
- Oakland (eff. 2/2/21) ($5)
- Pomona (eff. 3/2/21) ($4)
- Richmond (eff. 4/7/21) ($5)
- San Francisco (eff. 3/22/21) ($5)
- San Jose (eff. 3/25/21) ($3)
- San Mateo (eff. 3/1/21) ($5)
- San Leandro (eff. 2/16/21) ($5)
- Santa Ana (eff. 3/2/21) ($4)
- Santa Monica (eff. 3/10/21) ($5)
- South San Francisco ($5) (eff. 2/25/21, retroactive to 2/11/21)

Hazard Pay Ordinances That Have Passed But Are Not In Effect

- As of March 29, 2021, the following cities or counties have adopted ordinances that will become effective on the dates indicated:
- Alameda (City) (to be eff. 5/6/21) ($5)
- Alhambra (to be eff. 5/12/21) ($5)
- Buena Park (to be eff. 4/8/21) ($4)
- El Monte (to be eff. 4/15/21) ($4)
- Santa Clara (County) (3/9/21) (to be eff. 4/8/21) ($5)



Update on the City's Response to COVID 19

April 12, 2021

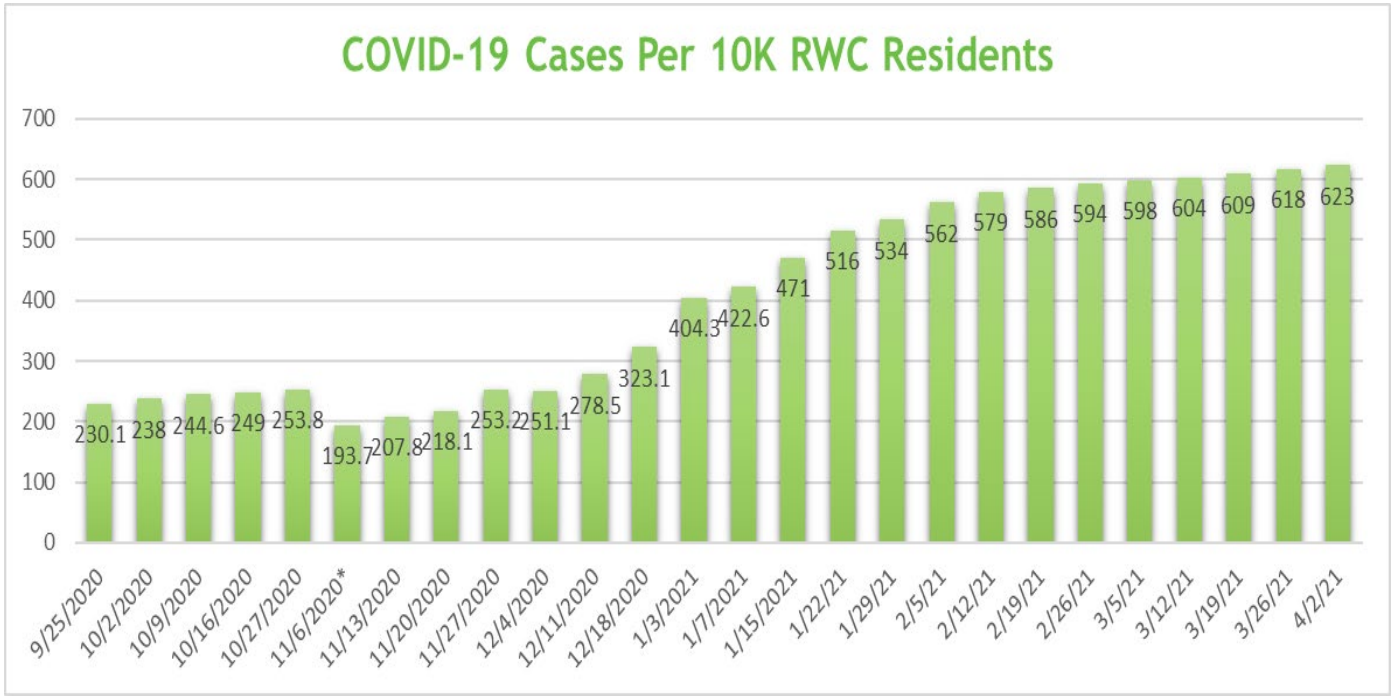
Presentation Overview

- Update on COVID-19 Cases in Redwood City
- Update on COVID-19 Testing Site
- Project Homekey Update
- Emergency Rental Assistance Resources
- Update on Schools, Summer Camps and Library Services
- Council Questions and Answers

Council Questions

- Does the City Council have questions or feedback related to the San Mateo County efforts to address the COVID-19 pandemic?
- Does the City Council have questions or feedback on City operations and community relief efforts?

COVID-19 Cases in Redwood City



FREE COVID-9 Testing

Vaccination Efforts

Project Homekey Update

- **Pacific Inn – 2610 El Camino Real (74 rooms)**
  - Operator: Samaritan House
  - Expected to be fully occupied by May
- **TownPlace Suites – Redwood Shores (95 rooms)**
  - Operator: MidPen
  - Expected to be fully occupied by July
- City negotiated $1.5 million payment to help offset lost tax revenue and is negotiating preference for Redwood City residents

Emergency Rental Assistance

- **Renters** can be protected from eviction
- **Renters** can receive financial assistance to pay past due and future rent and/or past due utilities
- **Landlords** can receive 80% of unpaid rent for income-eligible tenants
- Visit www.housing.ca.gov or call 833-430-2122 for application help
- City postcard to all households

Children and Youth

Children and Youth

SUMMER CAMPS 2021
COMING LATE APRIL

Update on Library Services

Senior Meal Program

Council Questions

- Does the City Council have questions or feedback related to the San Mateo County efforts to address the COVID-19 pandemic?
- Does the City Council have questions or feedback on City operations and community relief efforts?

Redwood
City
California
Founded 1867

Homelessness is a result of systemic racism and economic inequality.

We have the power to end it in the #BayArea.

Tuesday, April 13, 9:00 a.m.
free webinar from @allhomeca.

---

https://www.facebook.com/allhomecalifornia/

ADU Ordinance Update

April 12, 2021

City Council Alternatives/Actions

- Confirm applicability of 20’ height limit to multifamily uses.
- Adopt staff recommendation (Attachment A): Apply privacy regulations and do *not* apply massing regulations
- Adopt Alternative 1 (Attachment B): Apply massing and privacy regulations from the 2019 ADU ordinance
- Adopt Alternative 2 (Attachment C): Do *not* apply massing regulations from the 2019 ADU ordinance

City Council Questions

- Does the City Council Support staff's recommendation?
  - Apply 20 ft. height to detached multifamily ADUs.
  - Apply privacy regulations for prohibiting balconies, limiting exterior stairways, and requiring opaque or clerestory windows.
  - Do not apply massing regulations for 576 sq. ft. limit above ground floor and remove 8 ft. plate height maximum.
- Does the City Council support applying all massing and privacy regulations (Attachment B ordinance)?
- Does the City Council support not applying any massing or privacy regulations (Attachment C ordinance)?

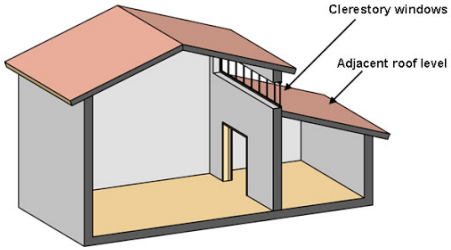
Recommended Requirements

- Prohibit balconies
- Limit exterior stairways adjacent to neighbors
- Require opaque or clerestory windows adjacent to neighbors

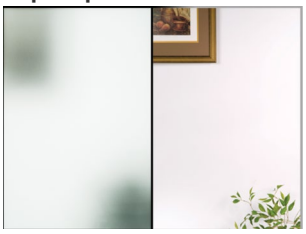
Balconies

Exterior Stairs

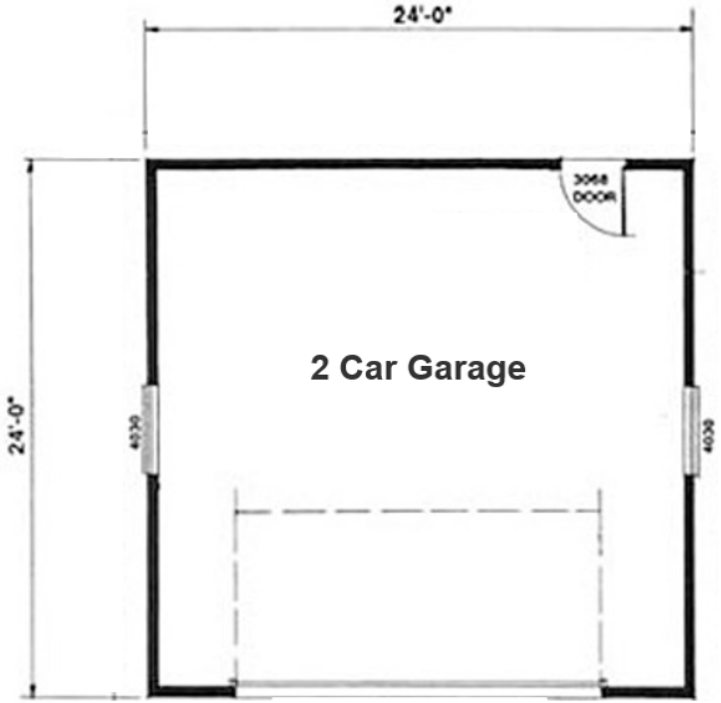
Opaque or Clerestory Windows



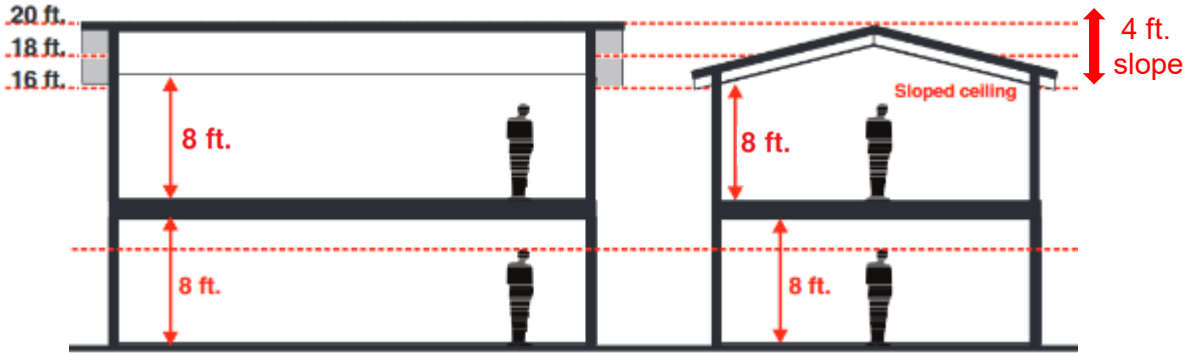
Opaque Clear



Recommended Removal of 576 sq ft Size Limit



Recommended Removal of 8 ft. Floor Height Maximum



City Council Questions

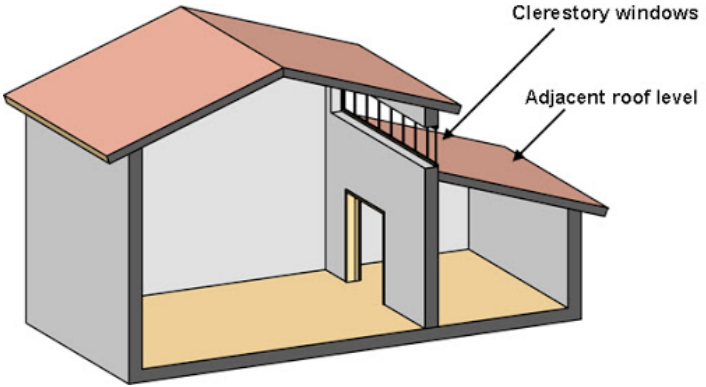
- Does the City Council Support staff's recommendation?
  - Apply 20 ft. height to detached multifamily ADUs.
  - Apply privacy regulations for prohibiting balconies, limiting exterior stairways, and requiring opaque or clerestory windows.
  - Do not apply massing regulations for 576 sq. ft. limit above ground floor and remove 8 ft. plate height maximum.
- Does the City Council support applying all massing and privacy regulations (Attachment B ordinance)?
- Does the City Council support not applying any massing or privacy regulations (Attachment C ordinance)?

Redwood
City
California
Founded 1867

Staff Recommendation

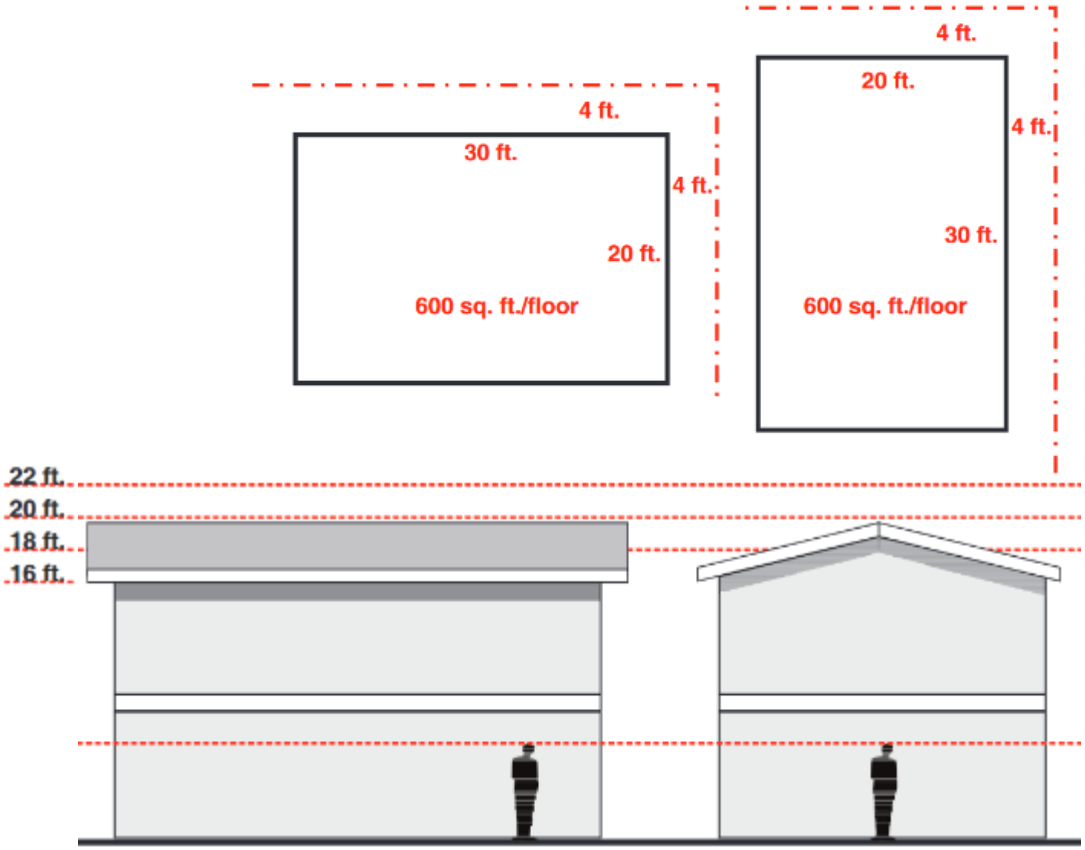
- Allow 20 ft. maximum height for detached ADUs on multi-family uses
- Adopt these 2019 massing and privacy regulations
  - Prohibit balconies
  - Limit exterior stairways adjacent to neighbors
  - Require opaque or clerestory windows adjacent to neighbors
- Remove two of the 2019 massing and privacy regulations
  - Limit second story ADU size to 576 sq. ft.
  - Second story height to 8 feet

Privacy Standards – Windows

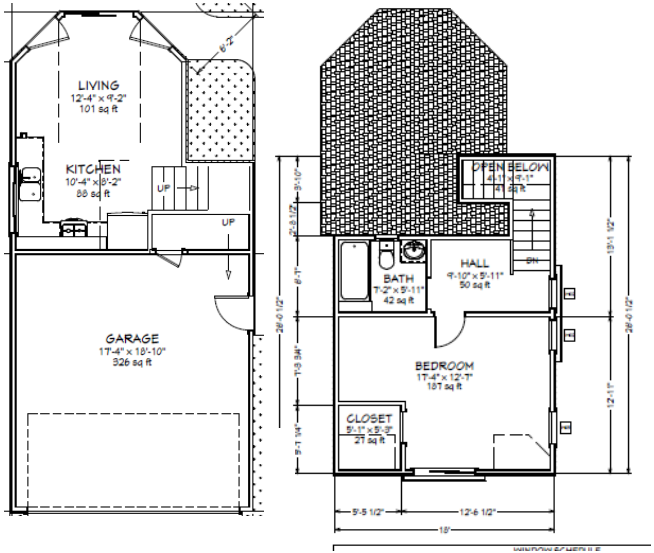


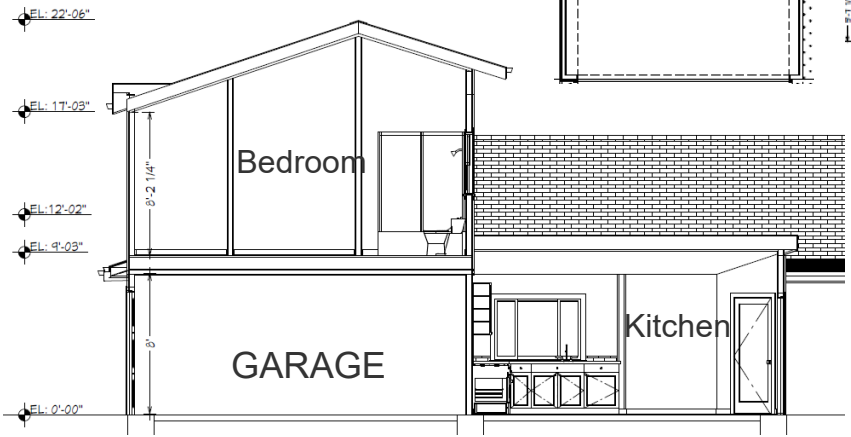
Opaque Clear

Detached ADU Height – 20’



Detached ADU – Split Level Examples





Detached ADU – Loft Interiors

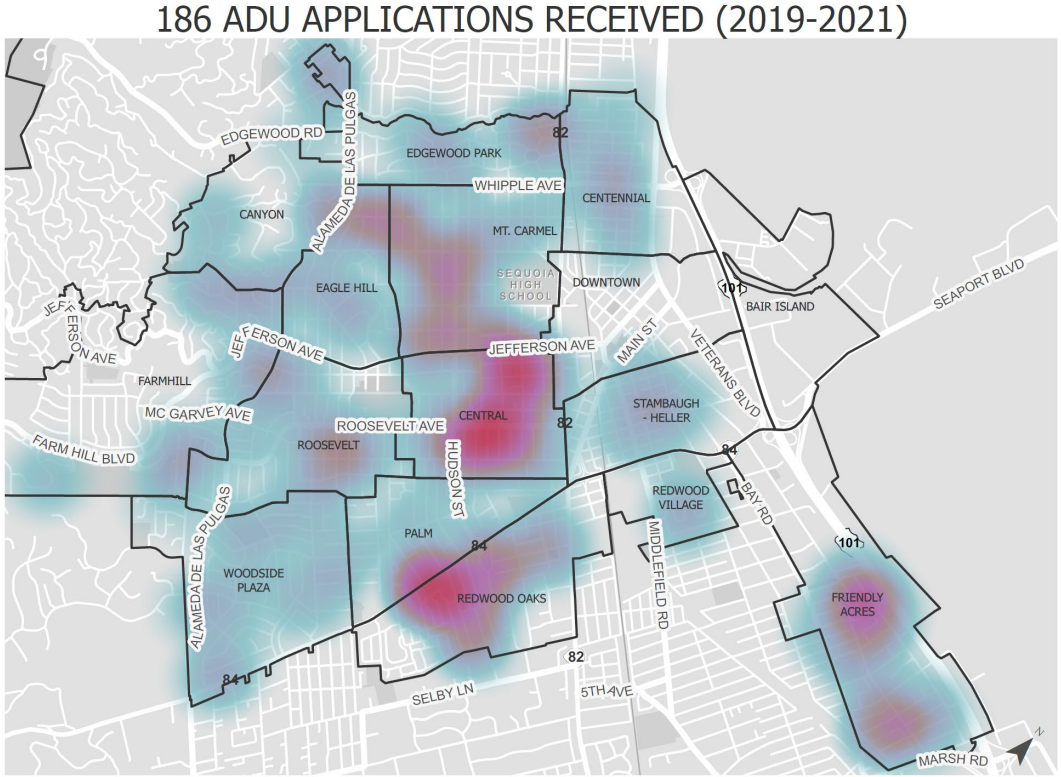
ADUs in 2019, 2020, and 2021

Year	Total Apps	Detached Above 16'	Percentage	Median Height	Median Square Footage
2019	80	11	14%	23'	511
2020	84	14	17%	21'	687
2021	22	1	5%	22'	559

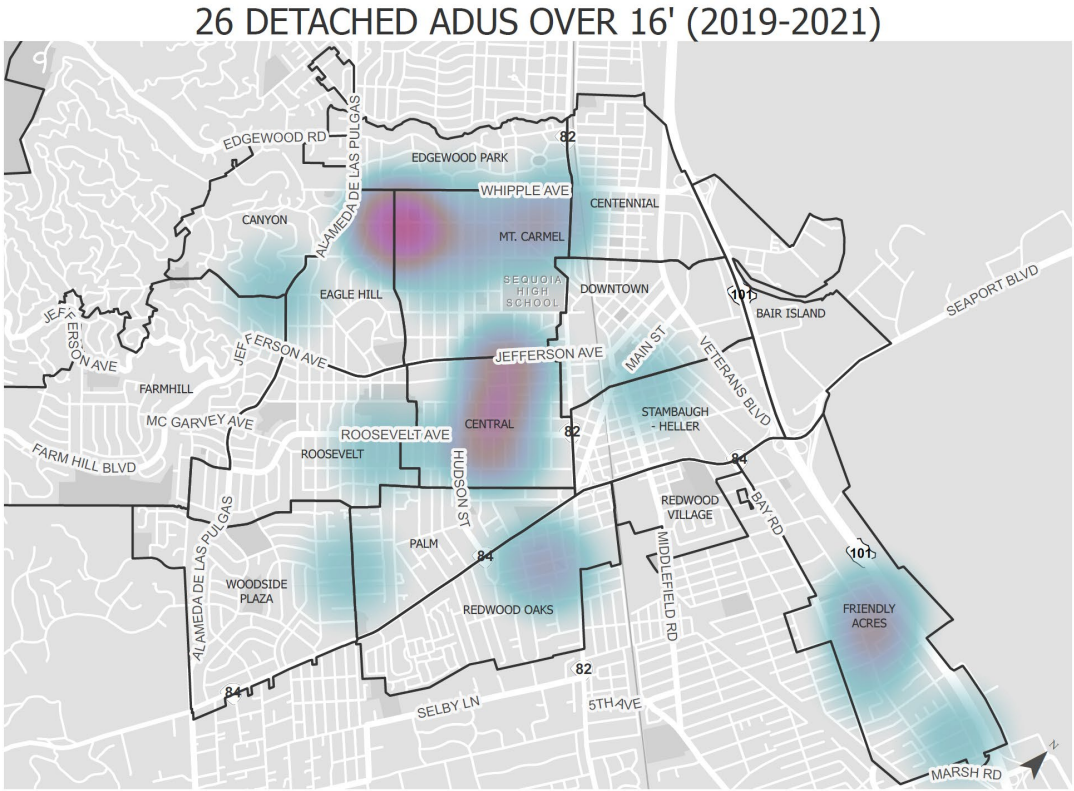
ADU Heights in Neighboring Communities

City	Height
San Carlos	Attached: Same as primary dwelling Detached: 16’ standalone 20’ above detached garage
Menlo Park	Attached: Same as primary dwelling Detached: 16’ for ADUs 0-800 sq ft 17’ for ADUs 801-1000 sq ft
Belmont	Attached: Same as primary dwelling Detached: 16’ standalone 20’ above a garage w/flat roof 23’ above garage w/pitch 28’ above garage if it meets setbacks
Millbrae	Attached & Detached: 16’ w/ 9’ plate height
San Mateo	ADU Ordinance scheduled for review in Spring 2021 Attached & Detached: 16’ maximum height

ADU Heat Map – Total ADU Applications



ADU Heat Map – Detached ADUs Above 16’



Alternative 1 – Attachment B

- Apply all of the following massing and privacy standards:

i. No more than five hundred seventy-six (576) square feet of the accessory dwelling unit shall be constructed over a detached garage. The remaining allowable square footage may be constructed on the first floor.
(Note: Staff recommends applying this to all ADUs.)

ii. Balconies and second story decks shall be prohibited.

iii. Open stairways shall be located interior to the site and not facing the immediately adjacent side or rear yards.

iv. Second story plate height shall be limited to eight (8) feet.

Alternative 2 – Attachment C

- Do not include any of the massing or privacy requirements

~~i. No more than five hundred seventy-six (576) square feet of the accessory dwelling unit shall be constructed over a detached garage. The remaining allowable square footage may be constructed on the first floor.~~

~~ii. Balconies and second story decks shall be prohibited.~~

~~iii. Open stairways shall be located interior to the site and not facing the immediately adjacent side or rear yards.~~

~~iv. Second story plate height shall be limited to eight (8) feet.~~

~~v. Windows facing immediately adjacent side and rear neighbors shall be made opaque or clerestory.~~

CEQA

- ADU Ordinance is exempt from CEQA Guidelines. CEQA analysis below:
- State law allows an exemption for cities to implement the ADU Ordinance (PUC 21080.17)
- ADU ordinance update is not considered a project under CEQA because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment (CCR 15378)
- The ordinance does not change the intensity or density of the structures. Any remaining impacts would be covered under the “common sense exemption” (CCR 15061(b)(3))

Public Outreach

- ADU Resource Fair (RWC) - October 13, 2019
- HEART Open House (San Carlos) - Jan. 14, 2020
- Partnership with HEART's Green Livable ADU Resource Program
- Partnership with Home For All – One Stop Shop Pilot Program

- Joint Study Session - February 10, 2020
- Planning Commission August 18, 2020
- City Council – 7/13/20, 11/23/20, 12/21/20, 03/08/21

- Additional outreach on social media and emailed to interested parties.

IN MEMORY OF
Gene Mullin
April 12, 2021

Gene Mullin

1937 - 2021

From: [redacted]
To: GRP-City Council
Subject: 4.12. 21 CC Mtng General Public Comment
Date: Monday, April 12, 2021 8:06:53 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening City Council my name is Marcelene Luna a resident of Redwood City and would like to make a public comment on an event being hosted by the Chamber of Commerce of San Mateo County this Wednesday April 14th where there's a $25 registration fee and the guest speakers are Mayor Diane Howard, Vice Mayor Giselle Hale and Supervisor Warren Slocum.When I asked on Instagram why there was a fee to listen to our elected officials ? Vice Mayor Hale replied that " the entire State of the City was delivered at our City Council meeting on march 15th and that it could be reviewed for free….and that this is a recap to the chamber members" Why do our elected officials need to give them a recap ? Why not play the presentation that the public received ? Why the special treatment ?
It is unethical for an elitist organization to profit from public officials making a presentation. The Chamber of Commerce is a "pay to play organization" their PAC top 3 contributions in 2020 went to Standing w / Conservatives, Mitch McConell and David Perdue.

I'm asking that our elected officials do not engage with organizations that charge fees for their benefit. Unless if this is a common practice then any business should be allowed the same access to our elected officials….please re-consider attending this event or making it free for everyone to attend.

Thank you !

Marcelene Luna

From: [redacted]
To: GRP-City Council; Council-Diane Howard
Subject: No to R-1 residential day care centers
Date: Thursday, April 8, 2021 8:26:47 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear City Council and Mayor,

No to R-1 residential day care centers. Redwood City has MORE than ample zoning space in R2, R3, R4 districts.

Need we also remind you who is living in these residential spaces (more in Redwood City than neighboring towns):
According to our research of California and other state lists, there were 110 registered sex offenders living in Redwood City as of April 08, 2021. The ratio of all residents to sex offenders in Redwood City is 772 to 1.

Read more: http://www.city-data.com/so/so-Redwood-City-California.html
http://www.city-data.com/so/so-Redwood-City-California.html

Regards,

K. Saucier

From: [redacted]
To: GRP-City Council
Subject: ADU Ordinance
Date: Monday, April 12, 2021 11:43:02 AM
Attachments: ADU ordiance without limitation.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you for including the attached comments in the record.

Rachel Holt

From: [redacted]
To: GRP-City Council
Subject: City Council Public Comment: 7.A. - Zoning Ordinance amendments related to Accessory Dwelling Units (ADU).
Date: Monday, April 12, 2021 3:20:45 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

I am writing about agenda item 7.A. - Zoning Ordinance amendments related to Accessory Dwelling Units (ADU).

Before I start my comment, I want to first thank the current city council for overturning the vote on ADUs that the previous council implemented last year. I know affordable housing was a foundational component of many of our council members' campaigns, and their continued dedication to this cause has not gone unnoticed.

Unfortunately, affordable housing is still an issue for many residents of our city. I have had several friends and associates move away because they could not afford to remain here. We are losing too many friends, family and community members because of skyrocketing rents and limited housing. Although they won't entirely fix this issue, ADUs can certainly help, and I urge the council to make their construction as easy as possible.

Once again, I'd like to thank our city council members for their support of ADUs. Let's make Redwood City an example to follow in the Bay Area when it comes to affordable housing.

Thank you,

Emil Hanscom

From: [redacted]
To: GRP-City Council
Subject: Comment on April 12 Council meeting item 7.A., Zoning Ordinance amendments related to Accessory Dwelling Units (ADU)
Date: Friday, April 9, 2021 1:34:38 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Honorable Councilmembers,

I am writing to urge adoption of "ATTACHMENT C – DRAFT ADU ORDINANCE (REMOVES MASSING AND PRIVACY STANDARDS)" rather than attachments A or B.

Most important to me, and to people needing a place to live on the Peninsula, is that a 576 sq.ft. limitation *not* be imposed upon second-story detached ADUs. You might argue that a bigger ADU could be built on the ground floor, but on some lots, the only space available for further development is above the garage. My property is not large, and the only place we are willing to build an ADU is above our detached garage.

Now although it is possible for one or a few people to live in a 576 sq ft apartment, I would prefer to have more space, particularly if we still had children at home. Why impose this limit on second-story ADUs? Our City should prioritize livability for the many over the preferences of the few. Thus I urge Council to reject Staff's "ATTACHMENT B."

Why do I urge adoption of "ATTACHMENT C" over "ATTACHMENT A"? Let me ask rather why windows facing immediately adjacent neighbors should be opaque or clerestory for a detached ADU? The proposed "ATTACHMENT A" ordinance doesn't even say "second story windows"; it just says "Windows." Why should this requirement apply to detached ADUs, when they don't apply to second story windows on the main building, or to attached ADUs?

Why should balconies and second-story decks be prohibited on detached ADUs? They aren't prohibited on attached ADUs or on the main dwelling, are they?

I hate to sound shrill, but is the concern that black or brown people might live in these detached ADUs, and adjacent white neighbors do not want to see black or brown people, or to be seen by them? What is the motivation for this kind of differential prohibition---balconies, decks, and transparent non-clerestory windows are OK for the upper story of the main house (which due to the severe and chronic housing shortage on the Peninsula are largely unaffordable, particularly to black and brown people), but prohibited for detached ADUs (where black and brown people are more likely find affordable rents)?

Earnestly,

Collin Park
homeowner in Friendly Acres since about 1985

From: [redacted]
To: GRP-City Council
Subject: Apr 12 Meeting Agenda Item 8A Covid 19 Hazard Pay
Date: Monday, April 12, 2021 3:05:52 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear City Council,

I am opposed to Redwood City requiring hazard pay for pharmacy and grocery store workers.

It is not right to single out only grocery store and pharmacy workers for hazard pay. Our city has many other people that continued to go to work because they were essential and couldn't work from home. The pandemic has been hazardous to everyone's health and many other types of workers.

Your staff report says "Many of these grocery store works face high turnover since their role as an essential worker has meant longer hours and increased exposure to the novel coronavirus". This statement tells me that 1) the essential workers that were out there early in the scary, part of the pandemic, have already left, and 2)the workers are getting paid more overall since they work longer hours.

Three days from now, on April 15, all adults are eligible to be vaccinated against COVID 19. It is much too late to support hazard pay.

Sincerely,
Monika Petersen

From: [redacted]
To: Council-Diane Howard
Subject: Californians for a Safe and Rapid Recovery in Opposition to Premium Pay Ordinance
Date: Monday, April 12, 2021 1:32:40 PM
Attachments: Redwood City Letter - 4.12.21.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Mayor Howard --

On behalf of the California Retailers Association and Californians for a Safe and Rapid Recovery, please see the attached letter in respectful opposition to the proposed premium pay ordinance.

Please reach out if you have any questions.

Thank you,

Ryan Allain
Manager, State and Local Government Affairs
California Retailers Association
1121 L Street, Suite 607
Sacramento, CA 95814
[redacted]

From: [redacted]
To: GRP-City Council
Subject: City Council Public Comment: 8.A. - the urgency ordinance to require COVID-19 Hazard Pay
Date: Monday, April 12, 2021 3:22:08 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

I am writing about agenda item 8.A. the urgency ordinance to require COVID-19 Hazard Pay for large grocery store and large drugstore workers.

I strongly support this ordinance. Our essential workers are on the front lines of COVID-19 and they deserve extra pay and more. This ordinance is a great start, but we should also support the workers who are getting left out. For example, many workers will not receive hazard pay because of the employee limit in this ordinance, even though they are putting in the same amount of work and are exposing themselves to the same amount of risk. Workers who must take risks to provide essential services during this pandemic should be compensated for that risk, no matter who they happen to work for.

In addition, I'd like to see restaurant workers included in this ordinance as well. Workers in this industry are facing an affordability crisis due to a lack of tips and are exposed to maskless individuals every day due to the nature of their work.

During the pandemic, our essential workers have seen their pay stagnate even as their job duties have skyrocketed. We now expect essential workers to fix sanitation issues and practice conflict resolution skills when customers refuse to follow COVID protocols. The emergency hazard pay doesn't even begin to cover their new increased workload.

Please expand the criteria to all essential workers, regardless of business size, and include restaurant workers. In addition, the pay must be retroactive to the beginning of the pandemic to truly be meaningful.

Thank you,

Emil Hanscom

From: MGR-Jennifer Yamaguma
To: CLK-Pamela Aguilar; CLK-Yessika Dominguez
Subject: FW: Against hazard pay
Date: Monday, April 12, 2021 4:47:10 PM

Forwarding to you for the record.

Thanks,

Jennifer

From: Kenneth Dulaney [redacted]
Sent: Saturday, April 10, 2021 7:26 AM
To: social <social@redwoodcity.org>
Subject: Against hazard pay

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

We are against this because the city's budget is precarious and there are many other workers who risked infection to keep us all going during the pandemic. What about those who worked in restaurants to prepare takeout food. Auto mechanics and staff and so on.

Furthermore the pandemic is nearly over according to newsome who declared us fully open on June 15.

Ken

Please excuse the typos
Ken Dulaney
[redacted]

From: [redacted]
To: GRP-City Council
Subject: Grocery store raise
Date: Friday, April 9, 2021 5:14:43 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

My name is Paul Bocanegra, and I live in Eagle Hill. I am writing to show support for the raise in salaries for grocery workers who have demonstrated an undeniable commitment for assisting their community during a time of suffering for us all. They kept our tables and cabinets filled with food while we were instructed to stay home, when they could not. I commend these workers for their service to our community and I urge this Council to raise there wages to show appreciation for the example of community that they have displayed during this pandemic.

Paul Bocanegra.

Sent from my iPhone

From: [redacted]
To: GRP-City Council
Subject: Public Comment - please pass hazard pay ordinance
Date: Monday, April 12, 2021 10:54:03 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

I strongly urge the council to pass hazard pay for large grocery store and pharmacy workers. These workers have literally risked their lives so the rest of us could feed ourselves while we sheltered at home.

Grocery stores and pharmacies have done well in this pandemic, and they can afford to compensate their workers for the risks they have incurred. I would like to see the number of employees that make a business affected by this ordinance even lower - 500 employees or even lower would be appropriate.

Thank you,
Devon McNaughton

From: [redacted]
To: GRP-City Council
Subject: Public Comment Agenda Item 8.A at 4/12/21 Council Meeting
Date: Monday, April 12, 2021 1:32:39 PM
Attachments: Redwood City Letter - 4.12.21.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello --

On behalf of the California Retailers Association and Californians for a Safe and Rapid Recovery, please see the attached letter in respectful opposition to the proposed premium pay ordinance.

Please reach out if you have any questions.

Thank you,

Ryan Allain
Manager, State and Local Government Affairs
California Retailers Association
1121 L Street, Suite 607
Sacramento, CA 95814
[redacted]

From: [redacted]
To: GRP-City Council
Subject: Public comment for item 8A on agenda 4/12/21
Date: Monday, April 12, 2021 10:46:14 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Councilmembers,

I waited until far past 10PM tonight to get a chance to speak regarding hazard pay, as I am myself an essential worker. I raised my hand at the correct time (before Jordan Grimes); however, I was overlooked and not allowed to speak. Here is my public comment:

I urge the city council to adopt the proposed hazard pay ordinance and urgency ordinance, with some amendments or perhaps additional ordinances in the near future. The proposed hazard pay ordinance is the least we can do for our workers in this pandemic. These grocery and drugstore workers deserve hazard backpay in addition to what is being offered in these ordinances. Also, these ordinances should be amended so that they also apply to restaurant workers, who are also being exposed to unsafe working conditions in this pandemic. If possible, I would like to see the city council adopt an Urgency Ordinance which accounts for more grocery store workers, more drug store workers, and restaurant workers of all kinds. Our concern should be for the workers who are affected by the conditions of the pandemic - not for the businesses concerned with their bottom line. **Human lives should come before profit.**

Thanks,
Ryann Reus
Essential Worker
Redwood City Resident, District 3

From: [redacted]
To: GRP-City Council
Subject: support for hazard pay
Date: Monday, April 12, 2021 10:15:29 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Councilmembers,

As a Redwood City resident, I am writing to express my strong support for hazard pay for grocery workers who are shepherding us through this pandemic.

I hope you will vote to approve this at tonight's city council meeting.

Sincerely,
Janine Zacharia
[redacted]
Redwood City

From: [redacted]
To: Council-Diane Howard
Subject: Support for hazard pay ordinance
Date: Monday, April 12, 2021 6:56:40 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Mayor Howard,

I'd like to express my support for the hazard pay ordinance that you're considering this evening (8A). I'm pleased that outreach to local businesses has yielded positive feedback, and I hope that this ordinance will be adopted.

Thank you,
Ben Packer

From: [redacted]
To: GRP-City Council
Subject: Support for hazard pay
Date: Monday, April 12, 2021 8:14:54 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

These people have kept our country, our community and us going at risk to their own safety and health. Please give them long overdue hazard pay!
Rebecca Kieler