Elmer Martínez Saballos, Mayor
Kaia Eakin, Vice Mayor
Isabella Chu, Council Member
Jeff Gee, Council Member
Diane Howard, Council Member
Marcella Padilla, Council Member
Chris Sturken, Council Member

MEETING LOCATION
CITY OF REDWOOD CITY
COUNCIL CHAMBERS
1017 Middlefield Road
Redwood City, CA 94063
www.redwoodcity.org

Virtual via Zoom:
https://redwoodcity.zoom.us/j/99481825639
Meeting ID: 994 8182 5639

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

Monday, June 22, 2026

6:00 PM

Please turn off all electronic devices before the start of the meeting to prevent disruptions

PURSUANT TO THE RALPH M. BROWN ACT, THIS MEETING WILL BE HELD BOTH IN PERSON AND VIRTUALLY.
To maximize transparency and public access, while the primary meeting takes place at the Redwood City meeting location, members of the public may attend in person at the Redwood City meeting location, or remotely as provided below.

PARTICIPATE IN THE MEETING REMOTELY: City Council meetings are 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 www.redwoodcity.org. Click HERE to join the meeting by Zoom (**Meeting ID 994 8182 5639**).

PUBLIC COMMENT: All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor, in accordance with the City Council's Guide to Communications & Business, available here. In-person speakers will be called first, followed by virtual attendees.

To provide public comment via Zoom, Click HERE to join the meeting by Zoom (**Meeting ID 994 8182 5639**) and 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.

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 number 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 written public comment will not be read aloud during the City Council meeting.

AGENDA MATERIALS:
City Council agenda materials released less than 72 hours prior to the meeting are available to the public at the City Clerk's Office, 1017 Middlefield Road and Redwood City Library, 1044 Middlefield Road, Redwood City, CA 94063, in a public binder at each City Council meeting, and on 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 Yessika Castro, City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address ycastro@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 - Led by Council Member Gee

4. NOTIFICATION OF MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE PURSUANT TO GOVERNMENT CODE § 54953.8.3

5. PRESENTATIONS/ACKNOWLEDGEMENTS

5.A. Presentation from San Mateo County Transportation Authority on 101 Corridor Connect Program

5.B. Presentation from SamTrans on El Camino Real project (Grand Boulevard Initiative & Central El Camino Real Plan)

5.C. Presentation by Youth Leadership Institute (YLI) on Vibrant Opportunities for Involvement, Community, and Empowerment (VOICE) Program

6. PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR **Page 8**

7.A. Grant application to the State of California for homelessness encampment funding

Recommendation:
By motion, approve and authorize the City Manager or designee to submit a grant application to the California Department of Housing and Community Development (HCD) Encampment Resolution Funding Program.

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

7.B. Establishment of a Residential Permit Parking Area in the Redwood Oaks neighborhood

Recommendation:
Adopt a resolution designating Residential Permit Parking Area "D" for parts of certain streets South of Woodside Road between the Caltrain Railroad Tracks and El Camino Real in the Redwood Oaks neighborhood, and authorizing the erection of appropriate signs and the issuance of permits for said area.

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

7.C. Fiscal Year 2025-26 year-end budget amendments

Recommendation:
Adopt a resolution appropriating and transferring certain funds for specified purposes to conform the budgeted amounts to actual revenues or expenditures for transactions that have occurred or are anticipated to occur during FY 2025-26.

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

7.D. Approve the purchase of up to 25 thermal traffic signal video detection and monitoring systems from Control Tech West, Inc. to upgrade the traffic signal operation system

Recommendation:
By motion, approve and authorize the City Manager to execute the Purchase Agreement for Goods, Commodities, and Services with Control Tech West, Inc. for the purchase of up to 25 thermal traffic signal video detection and monitoring systems for a not-to-exceed total price of $727,500 to upgrade the traffic signal operation system.

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

7.E. Authorization for the disposal of surplus personal property

Recommendation:
By motion, declare personal property listed in Attachment A as surplus personal property which may be disposed of in accordance with Article V of Chapter 2 of the Redwood City Municipal Code.

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

7.F. Resolution calling the November 3, 2026 General Municipal Election for the election of three municipal officers (City Council Members) in Council districts 2, 5, and 6; resolution requesting the San Mateo County Board of Supervisors consolidate said election with the November 3, 2026 Statewide General Election and authorize the City Manager to execute a services agreement with the County Elections Official to provide election services; and resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters

Recommendation:
By motion:
1. Adopt a resolution calling for a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of three municipal officers for seats in City Council districts 2, 5, and 6 to be voted on by voters who reside in those districts as required by the City Charter and the laws of the State of California;
2. Adopt a resolution requesting the Board of Supervisors of the County of San Mateo to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election, requesting the County to render specified services to the City and authorizing the City Manager to execute a contract with the County for such services; and
3. Adopt a resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at the election to be held on Tuesday, November 3, 2026.

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

7.G. Initiation of general vacation proceeding of a portion of Spring Street between Main Street and Walnut Street in accordance with the Development Agreement between the City of Redwood City ("City") and 1900 Broadway Owner, LLC ("Developer"), and notice of setting time and place for public hearing of the street vacation, pursuant to California Streets and Highways Code, commencing Section 8320

Recommendation:
1. Adopt a resolution of intent to vacate the public street being a portion of Spring Street;
2. Set a public hearing on the matter for July 27, 2026 at 6:00 p.m.; and
3. Direct the City Clerk to publish and post notice of said hearing in accordance with state law.

CEQA:
Environmental Impact Report, consistent with Public Resources Code Section 21083.3 and CEQA Guidelines Sections 15168 and 15183.

7.H. Approve June 8, 2026 City Council Minutes

7.I. Approve claims and checks from June 22, 2026 to July 13, 2026 and the usual and necessary payments through July 13, 2026

8. PUBLIC HEARINGS **Page 400**

8.A. Adopt City of Redwood City Fiscal Year 2026-27 Budget, City of Redwood City Five-Year Capital Improvement Program, and Successor Agency to the Redwood City Redevelopment Agency Fiscal Year 2026-27 Budget, and establish Chief Assistant City Attorney Classification added to flexibly-staffed class series of Senior Assistant City Attorney and Assistant City Attorney

Recommendation:
1. Hold a public hearing;
2. By motion of the City Council, adopt a City Council resolution adopting the Budget of the City of Redwood City for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget;
3. By motion of the City Council, adopt a City Council resolution approving and adopting the Five-Year Capital Improvement Program for the period of Fiscal Year 2026-27 through Fiscal Year 2030-31;
4. By motion of the Successor Agency Board, adopt a Successor Agency to the Redwood City Redevelopment Agency resolution adopting the Budget of the Successor Agency for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget; and
5. By motion of the City Council, adopt a City Council resolution amending the City's Classification and Salary and Wage Plan to establish the new flexibly-staffed classification for Chief Assistant City Attorney and update the job description for Assistant City Attorney/Senior Assistant City Attorney including renaming to Assistant City Attorney/Senior Assistant City Attorney/Chief Assistant City Attorney.

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

8.B. Public Hearing on Redwood City's 2025 update for the Urban Water Management Plan and Water Shortage Contingency Plan

Recommendation:
1. Hold a Public Hearing on the 2025 update to the City's Urban Water Management Plan and Water Shortage Contingency Plan;
2. Adopt a resolution adopting Redwood City's 2025 Urban Water Management Plan and authorizing the Public Works Services Director to compile and submit

the 2025 Urban Water Management Plan to the State of California Department of Water Resources prior to July 1, 2026; and

3. Adopt a resolution adopting Redwood City's updated Water Shortage Contingency Plan and Water Conservation Program and authorizing the Public Works Services Director to compile and submit the updated Water Shortage Contingency Plan as part of the City's 2025 Urban Water Management Plan to the State of California Department of Water Resources prior to July 1, 2026

CEQA:
Pursuant to Section 10652 of the California Water Code (Division 6), the California Environmental Quality Act (CEQA) does not apply to the preparation, adoption, or implementation of the UWMP or the WSCP, which is prepared as part of the City's UWMP; they are statutorily exempt from CEQA. Additionally, these actions are categorically exempt from CEQA pursuant to CEQA Guidelines Section 15307 because it is an action authorized by state or local ordinance to assure the maintenance of a natural resource.

9. STAFF REPORTS Page 462

9.A. City Council appointments to the Board of Building Review, Housing and Human Concerns Committee, Library Board, Parks Recreation and Community Services Commission, Planning Commission, and Senior Affairs Commission

Recommendation:

1. By roll call vote, appoint to the following:
   a. Board of Building Review for 2 full-term seats expiring May 31, 2030;
   b. Housing and Human Concerns Committee for 4 full-term seats expiring May 31, 2030;
   c. Library Board for 3 full-term seats expiring June 30, 2030;
   d. Parks, Recreation and Community Services Commission for 4 full-term seats expiring May 31, 2030;
   e. Planning Commission for two full-term seats expiring June 30, 2030;
   f. Senior Affairs Commission for 2 partial-term seats expiring May 31, 2028 and 3 full-term seats expiring May 31, 2030; and
2. By motion, authorize use of the current Board, Commission, and Committee (BCC) applicant pool to fill any additional vacancies on the above listed BCCs that may occur between now and January 31, 2027.

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

10. ITEMS FROM CITY COUNCIL SUB COMMITTEES **Page 469**

10.A. Discuss Senate Bill (SB) 707, "The Brown Act Modernization Act", and adopt the Brown Act Meeting Technology Disruption Policy as recommended by the City Council's Governance Sub-Committee

Recommendation:

1. By motion, adopt the *Brown Act Technology Disruption Policy* as recommended by the Governance Sub-Committee; and
2. Receive update and provide individual Council member feedback on key aspects of SB 707 considered by the Governance Sub-Committee related to virtual meeting participation requirements, agenda translation, remote meetings for eligible subsidiary bodies, remote meetings by multijurisdictional bodies, and community engagement efforts.

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

11. MATTERS OF COUNCIL INTEREST **Page 487**

11.A. City Council Member Report of Meetings and Conferences Attended

A. Attached Report of Meetings and Conferences Attendance

11.B. City Council Committee Reports - None

11.C. City Manager (Oral) Update

12. CLOSED SESSION **Page 488**

12.A. Closed session regarding litigation that has been initiated formally pursuant to California Government Code Section 54956.9(d)(1)

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Closed session regarding litigation that has been initiated formally pursuant to California Government Code Section 54956.9(d)(1):

Name of Case: County of San Mateo v. State of California, San Francisco County Superior Court Case No. CPF-25-519270

13. ADJOURNMENT - The next City Council meeting is scheduled for July 7, 2026

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Grant application to the State of California for homelessness encampment funding

SUMMARY

As part of Redwood City's efforts to mitigate and reduce unsheltered homelessness, staff are proposing to submit an application to the California Department of Housing and Community Development for the fifth round of the Encampment Resolution Program. Staff are proposing to address encampments along the Highway 101 corridor in Redwood City with funding available for a period of four years.

RECOMMENDATION

By motion, approve and authorize the City Manager or designee to submit a grant application to the California Department of Housing and Community Development (HCD) Encampment Resolution Funding Program.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

On March 1, 2022, the City of Redwood City was one of 19 communities to receive the inaugural California Inter-Agency Council on Homelessness (Cal-ICH) Encampment Resolution Fund (ERF Round 1) Award of $1,843,500 which was utilized from July 1, 2022, through June 30, 2024.

On December 23, 2024, the City of Redwood City was awarded another ERF Award (ERF Round 4) of $2,850,628.0 to be utilized from December 23, 2024, through February 24, 2028.

On March 27, 2026, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for the fifth round of the ERF Program (ERF Round 5) in the amount of $93 million to provide funding for jurisdictions to support unhoused residents and address encampments on State-controlled properties.

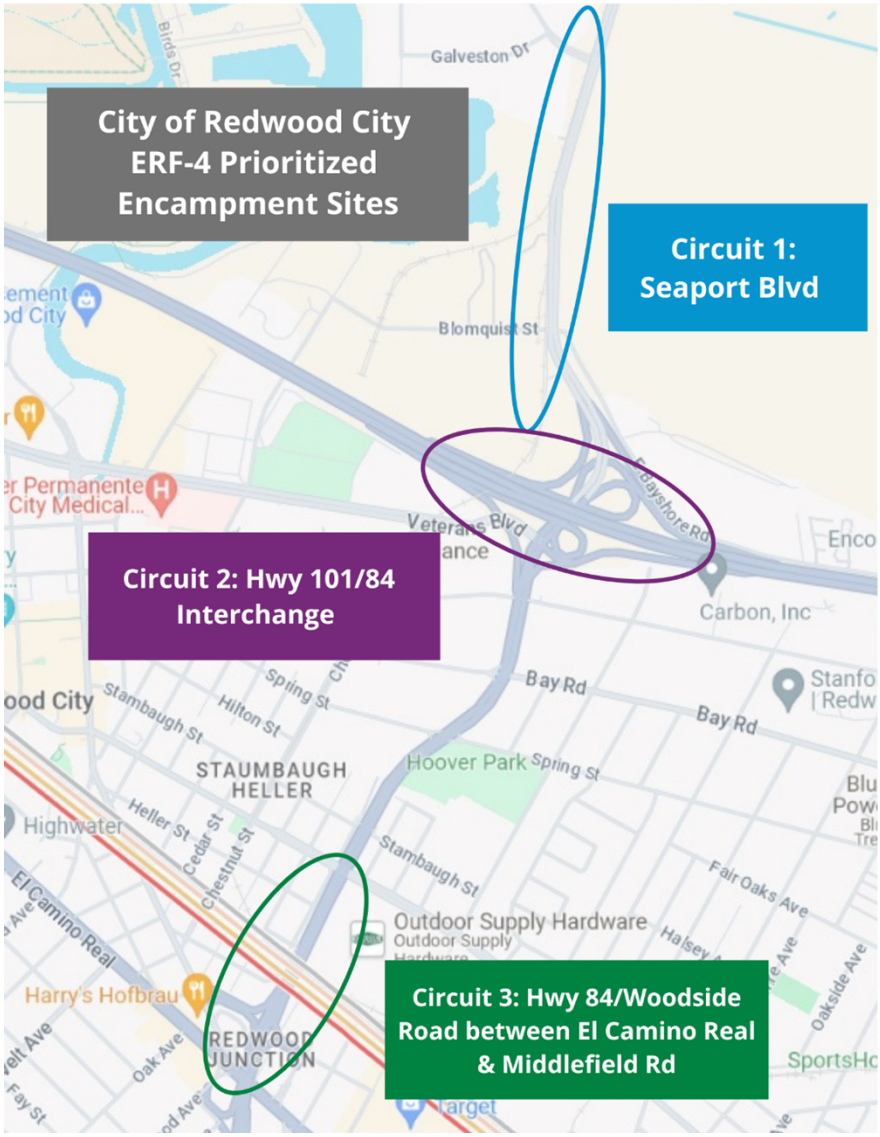
Staff intend to submit an application in the amount of $2,685,842.00 to HCD before the application deadline of June 30, 2026. It is anticipated that the City will be notified of its application status by September 30, 2026. If awarded, the anticipated duration of the ERF Round 5 grant will be a period of four years from the time of award.

TABLE 1: ERF ROUND 5 APPLICATION TIMELINE	
ERF Round 5 Application Events	**Estimated Dates**
NOFA released	March 27, 2026
Window #1 applications due	June 30, 2026
Review of Window #1 submissions	July 1-August 31, 2026
Anticipated award date	September 30, 2026
Deadline to obligate 100% of funds	Within two years of date of award (estimated date of September 30, 2028
Deadline to expend 50% of funds	Within two years of date of award (estimated date of September 30, 2028
Deadline to expend 100% of funds	Within four years of date of award (estimated date of September 30, 2030)

ANALYSIS

Funds from the ERF Round 4 grant are being used to address homeless encampments at three circuits shown in Figure 1. The current ERF Round 4 grant is being used to fund the LifeMoves Encampment Outreach Team (one Program Director and three Case Managers), encampment waste services, hotel respite, housing subsidies, rapid re-housing, rental assistance, and City staffing to administer the grant. To date, the City has obligated approximately 50% of ERF Round 4 funds and will expend the full funding allocation by February 28, 2028. The LifeMoves Encampment Outreach Team contracted was fully executed on February 11, 2026, and we expect this team to reach full operating capacity by July 2026. The Program Director started on May 18, and two of the bilingual case managers will be fully onboarded by June 29. This team will have an estimated case load of 50 clients that reside in the encampment circuits shown in Figure 1 below.

FIGURE 1: ERF Round 4 Prioritized Encampments



If HCD awards ERF Round 5 funds to the City, the City would have an additional $2,685,842.00 to address encampment resolution efforts along the Highway 101 corridor (shown in Figure 2). This encampment zone is being prioritized for funding due to the long-term presence of homeless encampments, high volume of calls for service to Police, Fire, and CHP, and to align with the ERF Round 5 grant program that prioritizes funding projects that address encampments on State right-of-way. If the City's application is awarded, staff will return to the City Council with a funding recommendation before the City accepts the award.

The major expenditure categories proposed in the grant application are outlined in Table 2 below:

TABLE 2: ERF ROUND 5 FUNDING REQUEST		
CATEGORY	**DESCRIPTION**	**FUNDING REQUEST**
Staffing	Outreach program director, Outreach case managers, housing specialist, field-based medical team, Alcohol & Other Drug (AOD) Counselor, Mental and behavioral health specialist	$1,865,750
Shelter/Housing	Rental assistance, utility support, recovery/treatment programs and services, hotel respite, move-in assistance costs	$618,000
Client Supportive Services	Transportation assistance, documentation/ID, temporary storage for belongings, pet supplies/services, medical/first aid supplies, trash bags, etc.	$67,800
Administrative Costs	Management Analyst II (position currently filled in the City Manager's Office), licenses for San Mateo County Homeless Management & Mobile Engagement app, licenses and fees for Clarity Homeless Management Information System (HMIS)	$134,292
TOTAL		**$2,685,842.00**

FIGURE 2: ERF Round 5 Prioritized Encampment Zone

EQUITY IMPACT STATEMENT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Reviewed from similar or relevant past program or policy in Redwood City
- Reviewed data related to a standard or emerging best practice

FISCAL IMPACT

Developing the application for the ERF Round 5 grant has required staff time in the City Manager's Office, Police Department, and Fire Departments, but there is not direct, immediate fiscal impact to apply for ERF Round 5 Funds.

If the City is awarded the ERF Round 5 grant, the City may receive up to $2,685,842.00 in grant funds that will be used to resolve the experience of unsheltered homelessness for people residing in encampments, address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into housing.

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

1. The City Council could direct staff to prioritize a different encampment zone on State right-of-way. Doing so would delay submission of the City's application and could decrease the City's ability to be awarded the competitive grant funds.

2. The City Council could direct staff not to submit the application for ERF Round 5 Funding. Doing so would decrease the City's ability to fully leverage necessary subsidized housing opportunities for unhoused residents living in encampments along the Highway 101 corridor in Redwood City.

ATTACHMENTS

Attachment A – ERF Round 5 Notice of Funding Availability (NOFA)

REPORT PREPARED BY:

Liz Lange, Management Analyst II
elange@redwoodcity.org
(650) 780-7631

APPROVED BY:

Derek Wolfgram, Assistant City Manager
Patrick Heisinger, City Manager

Encampment Resolution Funding Program
Round 5

Notice of Funding Availability (NOFA)

Gavin Newsom, Governor
State of California

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

651 Bannon Street, Suite 400
Sacramento, CA 95811
Telephone: (916) 263-6928

Website: https://www.hcd.ca.gov
ERF Website: Encampment Resolution Funding (ERF) Program | California Department of Housing and Community Development
ERF Round 5 Program Email: HPDHomelessnessGrants@hcd.ca.gov

March 27, 2026

Table of Contents

I. OVERVIEW 3
A. Authorizing Statute 3
B. Purpose and Program Objectives 4
C. Application Timeline 4
D. Available Funds 5
II. ELIGIBILITY REQUIREMENTS 5
A. Eligible Applicants 5
B. Eligible Population to Serve 6
C. Prioritizing Encampment Sites to Address 6
D. Compliance with State Encampment Guidance: 7
III. ELIGIBLE USES 8
IV. APPLICATION SUBMISSION, REVIEW, AND AWARD PROCESS 11
A. Application Required Components 11
B. Submitting a Complete ERF Round 5 Application 15
C. HCD Review, Scoring, and Award 16
V. Award and Funds Disbursement 21
VI. MONITORING, DOCUMENTATION, AND REPORTING 21
A. Reporting 21
B. Application Amendments 22
C. Fiscal Deadlines 22
D. Other Requirements 23
VII. RESOURCES AND CONTACT INFORMATION 26
VIII. APPENDICES 27
Appendix A: ERF Statute 27
Appendix B: ERF Round 5 Authorizing Legislation 37
Appendix C: Definitions 38
Appendix D: California Interagency Council on Homelessness Guidance on Addressing Encampments 39
Appendix E: Housing First Statute 40
Appendix F: Inspection of Homeless Shelters Statute 43

I. OVERVIEW

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the availability of Encampment Resolution Funding (ERF) Program Round 5 (ERF Round 5) grant funding. Pursuant to Health and Safety Code (HSC) section 50251, ERF was established to increase collaboration between the Department, local jurisdictions, and continuums of care (CoCs) for the following purposes:

- Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide encampment resolution grants to local jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

This NOFA makes $93 million available to California cities, counties, and CoCs in FY 25-26 for awards through a rolling application process. Applications will be accepted on a rolling basis until June 30, 2026, or until funds are depleted, whichever occurs first. Pursuant to the requirement set forth in the authorizing statute, up to 50 percent of funds will be prioritized for proposals that serve people living in encampments on State right-of-way (SROW).

A. Authorizing Statute

ERF Round 5 is authorized under Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. The $100 million for ERF Round 5 was appropriated by Statutes of 2025, chapter 5, section 86 (the "2025 Budget Act"), which was signed into law by Governor Gavin Newsom on June 27, 2025. Appendix A contains key statutes that support ERF implementation and guidance, and Appendix B contains the 2025 Budget Act. $93 million is being made available in this NOFA, with $7 million allocated to state administration and to fund a partial award from a prior round. More detail is included in Section I.D, Available Funds.

Pursuant to the authorizing statute, up to 50 percent of the funds authorized for ERF Round 5 shall be prioritized for Local Jurisdictions with proposals that address encampments on SROW as defined by HSC section 50250(m).

HSC section 50251(e) provides that the Department "may adopt regulations to implement this chapter. The adoption, amendment, or repeal of a regulation authorized by this subdivision is hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code)." This NOFA establishes the Department's guidelines for ERF Round 5, including the terms, conditions,

forms, procedures, and other mechanisms that the Department deems necessary to administer ERF Round 5. The guidelines contained in this NOFA are adopted as if they have the "dignity of statutes." (Ramirez v. Yosemite Water Company, Inc. (1999) 20. Cal. 4th 785, 799.)

B. Purpose and Program Objectives

ERF Round 5 will fund actionable, person-centered, local proposals that meet this NOFA's threshold requirements to provide stable housing and address the immediate health and safety needs of the individuals residing in specific encampments. Proposals must seek to resolve targeted experiences of unsheltered homelessness by addressing the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe, stable, and ultimately permanent housing for people experiencing homelessness in encampments.

C. Application Timeline

The ERF Round 5 application will be made available by the Department upon release of this NOFA and will remain open for the first application window until June 30, 2026. If all program funds have not been awarded through the first application window, a second application window will remain open until October 31, 2026.

Applications will be reviewed in batches as displayed in the table below.

ERF Round 5 Application Events	Responsible Party	Estimated Date(s)
NOFA Release Date	HCD	3/27/2026
Application Release Date	HCD	3/27/2026
NOFA Walkthroughs (Webinars)	HCD	4/13/26, 4/23/26, 4/29/26
Application Submission through Window #1	Applicant	4/3/26 - 6/30/26
Review of Window #1 Applications	HCD	7/1/26 - 8/31/26
Window #1 Awards	HCD	September 2026
Application Submission through Window #2 (dependent on availability of funds)	Applicant	9/1/26 - 10/31/26
Review of Window #2 Applications (dependent on availability of funds)	HCD	11/1/26 - 1/8/27

Window #2 Awards	HCD	January 2027

HCD staff will host virtual webinars on Zoom to walk through this NOFA and the application requirements on the following dates:

- April 13, 2026, 1:00pm – 4:00pm
  https://hcd-ca-gov.zoom.us/webinar/register/WN_3BoVs9ltQoSC02Cc2CeOtQ
- April 23, 2026, 9:00am – 12:00pm
  https://hcd-ca-gov.zoom.us/webinar/register/WN_ngUAyJcFSACTCPeCbgZpTQ
- April 29, 2026, 9:00am – 12:00pm
  https://hcd-ca-gov.zoom.us/webinar/register/WN_P7SB4CSKRB-8DzImooD4Fg

Questions may be submitted to hpdhomelessnessgrants@hcd.ca.gov, with the subject line "ERF Round 5," for the duration of the application period. HCD will also respond to common inquiries in formats directed to the entire eligible applicant pool (i.e., NOFA Walkthroughs, Frequently Asked Questions (FAQ) documents, Monthly Office Hours, etc.).

D. Available Funds

The Legislature appropriated $100 million to fund ERF Round 5, less $4.9 million allocated to the Department for program administration and $2.1 as a partial award to a prior round grantee, pursuant to the requirement set forth in HSC section 50252.1(b). This NOFA makes $93 million available for award to cities, counties, and CoCs.

Summary of ERF Round 5 Funding

Category	Amount
Total FY 25-26 Funding	$100 million
Partial Award to Prior Funding Round ERF 4 Lookback	$2.1 million
Program Administration	$4.9 million
ERF Round 5 – Made Available in the NOFA	**$93 million**

II. ELIGIBILITY REQUIREMENTS

A. Eligible Applicants

Eligible Applicants for ERF Round 5 program funds are the same as in previous Rounds of ERF, which include:

- Local Jurisdiction – as defined in HSC section 50250(j), means a city, including a charter city, a county, including a charter county, or a city and county.

- Continuum of Care (CoC) – as defined in HSC section 50250(d), “continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

Per authorizing statute (see Appendix B), local jurisdictions have priority to apply for ERF Round 5 to address encampments on the SROW over CoC applicants.

B. Eligible Population to Serve

ERF Round 5 funds may only be used for proposals that connect people experiencing unsheltered homelessness either to interim shelter with clear pathways to permanent housing or directly to permanent housing.

C. Prioritizing Encampment Sites to Address

“Encampment” generally refers to any location where multiple individuals experiencing unsheltered homelessness have established a place of residence, and where the ongoing presence and conditions of the site result in sustained or significant impacts to health, safety, public access, or infrastructure. Encampments may exist on public or private land and are typically characterized by the presence of personal belongings, makeshift or semi-permanent structures, and repeated or prolonged habitation.

The defining criteria of an encampment are not based on the number of occupants, but on the degree of impact on:

- The individuals residing in the encampment, including exposure to environmental hazards, violence, or lack of access to services and housing;

- The surrounding community, including limitations to public access, increased health and safety risks, or strain on public systems; and

- Critical infrastructure and natural resources, including blocked rights of way, degraded environmental conditions, or damage to public property.

ERF Round 5 is not intended to fund a community-wide encampment resolution program. Applications may propose to serve a single individual encampment, or an encampment zone of multiple encampments that meets all three conditions listed below. Applicants must provide justification for the prioritization of the specific encampment, encampment zone(s), or scattered sites proposed to be served. If an applicant proposes to prioritize multiple encampments (encampment zone), the encampments may only be addressed through a single application if all of the following apply:

1. There is a single justification for prioritizing the encampments,

2. The demographics and service needs of the residents of the encampments are sufficiently similar, and

3. The same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to serve and house the individuals in the encampments.

Applicants must prepare a separate application for each encampment that does not meet the requirements of (1) – (3).

D. Compliance with State Encampment Guidance

City and county applicants must identify whether they have a current and formal policy and/or ordinance to address encampments that fully complies with the California Interagency Council (Cal ICH) Guidance on Addressing Encampments (see Appendix D for a list of all components in the state guidance). To meet this requirement, applicants may submit internal standard operating procedures, staff training materials, and/or scope of work language from service or housing provider contracts that substantiate the jurisdiction meets all components required in the state guidance.

Applicants that are CoCs must identify whether the encampment policies or ordinances of the city and/or county in which the specific encampment, encampment zone(s), or scattered sites are located is fully compliant with the state guidance. Inclusion of the policy(ies) or ordinance(s) depends on the local authorities that oversee encampment operations.

1. **City and county applicants** must provide the policy, ordinance, or any other documentation that substantiates the jurisdiction follows all components set forth in the state guidance.
   a. If there is no policy or ordinance to address encampments, or if the encampment policy is not fully compliant with state guidance, the city and county applicant(s) must provide a timeline by which it will adopt or update the policy or ordinance to come into compliance with state guidance within three months of award. If the jurisdiction does not adopt a fully compliant policy within three months of award, the award may be rescinded and funds awarded to the next eligible applicant.

2. **CoC applicants** must provide the policy, ordinance, or any other documentation that substantiates the city and/or county in which the encampment is located follows all components set forth in the state guidance.
   a. If there is no policy or ordinance to address encampments in the city and/or county in which the encampment is located, or if the encampment policy is not fully compliant with state guidance, CoC applicants must ensure the letter(s) of support from the jurisdiction(s) in which the encampment is located includes a commitment to adopting a fully

compliant policy within three months of award. If the jurisdiction does not adopt a fully compliant policy within three months of award, the award may be rescinded and funds awarded to the next eligible applicant.

On May 12, 2025, the Governor released a Model Encampment Ordinance. Adopting a local ordinance that is consistent with all core aspects of the Model Encampment Ordinance would be compliant with Cal ICH's guidance and satisfy the ERF Round 5 NOFA requirements. The Model Ordinance outlines that it is "intended to provide a starting point that jurisdictions may build from and adjust in creating their own policies…[but] is not intended to be comprehensive or to impose a one-size-fits-all approach for every [jurisdiction]." As such, the Model Ordinance is a valuable tool for Eligible Applicants to use in developing their own encampment policy, but an encampment policy may still be compliant with Cal ICH's guidance if it diverges in some ways from this Model Ordinance.

III. ELIGIBLE USES

All applications and proposed eligible uses must advance the ERF Round 5 Purpose and Program Objectives set forth in Section I.B of this NOFA. Proposal design may include any combination of the following Eligible Use Categories outlined in the table on the following page:

Eligible Use Category	Eligible Uses	Eligible Use Examples
Permanent Housing	Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions to permanent housing for eligible persons, rehabilitation of existing buildings or existing interim or transitional housing into permanent housing, and predevelopment costs.
	Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management, and facilitating access to other community-based services.
	Operating Subsidies/Supportive Services - Perm	Operating subsidies in new and existing affordable or supportive housing units. Operating subsidies may include operating reserves.
Prevention and Diversion	Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Housing	Interim Housing	Interim housing, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons. Per HSC section 17974.4(b), funding may not be used for the purpose of operating a shelter if that shelter has outstanding violations, but may be used to resolve those violations. Interim Housing may also include Motel/Hotel Vouchers.

	Operating Subsidies/Supportive Services - Interim	Operating subsidies in new and existing emergency shelters and navigation centers. Operating subsidies may include operating reserves.
	Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Non-Housing	Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
	Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons, including services being provided at safe parking sites.
Administrative Costs	Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
	Administrative Costs	Administrative costs incurred by the city, county, or continuum of care to administer its program allocation. Up to 5% of grant funds may be applied to administrative costs.

Note: Site restoration is a prior eligible use that was allowed under ERF Round 1 and funded activities related to restoring the encampment site to its original, intended use. ERF Round 5 does not fund site restoration as an allowable use.

IV. APPLICATION SUBMISSION, REVIEW, AND AWARD PROCESS

A. Application Required Components

The ERF Round 5 application is a questionnaire style survey and has four required components: administrative information, proposal overview, implementation, and certification. A submitted application that deviates from the following requirements will be considered nonresponsive and will be disqualified from the evaluation. Applications submitted by non-eligible applicants (reference Section 2.A. for Eligible Applicants) will also be automatically disqualified.

1. Required Component: Administrative Information

Requires the applicant to indicate the entity the Department will enter into contract with to receive and administer the award. This entity will be responsible for contracting (when necessary) with subcontractors, submitting all required reports to the Department, reporting universal data elements for people and families served into the local HMIS, and meeting other terms and conditions of the contract. This component also requires the applicant to provide contact information and its Federal Employer Identification Number (FEIN) or tax identification number. Governmental entities will need to submit a GovTIN Tax Form, and non-governmental entities (only lead entities of CoCs are eligible to apply) will need to upload a STD 204 Tax Form.

2. Required Component: Proposal Overview

Requires the applicant to provide the following narrative descriptions and metrics on the expected outcomes of the proposal:

a. **Proposal Summary:** Includes an overview of all key components and/or phases of the project that will be funded wholly or in part with ERF Round 5 resources. This should be an executive summary of the proposal, to include (1) the encampment and population proposed to be served (2) the core service/housing delivery model and (3) the impact/outcomes proposed to be accomplished.

b. **People Served and Housed:** Includes the number of people living in the prioritized encampment at the time of application submission, and the number of people proposed to be served and housed in interim and permanent housing if the application is awarded.

c. **Encampment Information:** Includes the physical characteristics of the encampment, why the site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a SROW. This information must be accompanied by the following:

i. Attachment, Geographic Information System (GIS) Map Layer: Applicants must submit a GIS map layer or equivalent of the specific encampment, encampment zone(s), or scattered sites proposed to be served with ERF Round 5 funds. The attachment should allow sites to be easily imported into a GIS data set. For applicants with access to internal GIS resources, a shapefile is the preferred format for capturing area-level data with precision and consistency. Another option is to use a publicly available free app service like “Google My Maps” or similar program to create a polygon using one of those platforms.

Note: Applicants may upload an additional jpeg or pdf map that shows the location of the specific encampment, encampment zone(s), or scattered sites within the jurisdiction in relation to key application components (i.e. service locations, interim housing locations, and permanent housing locations).

d. **State and Local Collaboration**: Pursuant to HSC section 50252.1(c)(4)(C), the application should include a description of how the applicant intends to collaborate with state and local partners to mitigate risk and address safety concerns while ensuring a pathway for individuals living in encampments to move into safe and stable housing. This description must also confirm that the jurisdiction submitted an AB 130 Annual Homeless Shelter Inspection Report to HCD. HSC section 17974.5 requires that HCD withhold state funding from a jurisdiction that fails to comply with the AB 130 Annual Homeless Shelter Inspection Report requirements or fails to take action to correct any homeless shelter violation pursuant to HSC 17974.4. See Section IV.D.3., Annual Reporting on Homeless Shelter Inspections, and Appendix F for details on this requirement, including remedies for jurisdictions to become eligible again to receive state funds.

i. **Required Local Jurisdiction Letter(s) of Support (required for CoC applicants only):** CoC applicants must obtain a letter, or letters, of support from city and/or county overlapping jurisdictions in which the specific encampment, encampment zone(s), or scattered sites are located. Local encampment abatement operations, public health and safety, and service and housing responsibilities and authorities may be shared by multiple jurisdictions. The letter(s) of support must detail the roles and responsibilities of each participating jurisdiction, and include a commitment from the jurisdictions to coordinate on any potential abatement activities. HCD will also accept a single letter of support signed by all jurisdictions.

ii. **Required Caltrans Letter of Support (required for applications proposing to address encampments on SROW only):** Applications proposing to address encampments entirely or partially on a SROW must include a letter of support from their local Caltrans District Office. The letter must include a commitment from Caltrans that they are in support of

the ERF proposal. It must also include an acknowledgement that Caltrans will only take action on that encampment site in collaboration with the grantee, with at least two weeks' notice to HCD and the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee and include the contact information of the Caltrans representative for the prioritized encampment location.

e. **Proposal Outcomes and Project Timeline:** Includes a description of the proposal's planned outcomes, key milestones with associated dates for each outcome, the methods by which the applicant will measure and track progress, and proposed activities to achieve the outcome. Applicants must provide incremental milestones for achieving the interim housing and permanent housing goals set out in the proposal. For projects that include interim housing and/or permanent housing development, the timeline should include major development milestones.

f. **Centering People:** Requires the applicant to provide detailed responses to the following prompts:

   i. How the proposal complies with Housing First law pursuant to Welfare and Institutions Code Section 8255. Housing First statute is contained in Appendix E and applicants may also refer to the Cal ICH Guide to California's Housing First Law;

   ii. How input from individuals with lived experience of homelessness has been meaningfully incorporated into the proposal;

   iii. How the proposal will provide sanitation services to those living in the prioritized encampment. This may be through ERF Round 5 funds or by a jurisdiction or nonprofit entity; and

   iv. A list of community organizations or groups currently supporting or engaging with encampment residents, and the services being provided by those organizations.

3. Required Component: Implementation

This component requires the applicant to provide details around proposal implementation in three key areas:

a. **Core Service Delivery and Housing Strategies**, including:

   i. Outreach, engagement, case management, and service coordination tailored to address the needs of individuals residing in the encampment;

ii. When an application includes operating safe parking sites while locating interim or permanent housing for people experiencing homelessness living in vehicles or recreational vehicles, a description of how the applicant intends to acquire sites for safe parking, operate the site, provide services at the safe parking site, and increase safe parking site hours;

iii. Proposed interim housing opportunities;

iv. Proposed permanent housing opportunities;

v. Commitment and capacity to deliver permanent housing solutions;

vi. How services are tailored to meet the needs and preferences of individuals in the encampment, encampment zone(s), or scattered sites;

vii. Strategies to prevent displacement into other unsheltered locations;

viii. Approaches to prevent returns to unsheltered homelessness;

ix. Consideration for the dynamic nature of encampments, including potential inflow;

x. Support for storage and access to personal belongings across housing stages;

xi. Support for participants with service animals and pets;

xii. Strategies for serving individuals who do not transition into housing; and

xiii. If located on a SROW, how the applicant will coordinate with Caltrans ahead of abatement actions to avoid displacement and address the needs of the individuals living in the encampment.

b. **Budget and Resource Plan:** The total amount of ERF Round 5 funds requested, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. The Budget and Resource Plan must also identify non-ERF Round 5 resources that will be leveraged to support proposal implementation, including other funding sources and resources from other systems that would increase services and housing options. This includes prior ERF awards, and other federal, state, and local funding sources.

Applicants must categorize their budgets into the appropriate Eligible Uses. If one larger budget item may fall within two or more Eligible Use categories, applicants should split it into the appropriate individual line items so that HCD can track and better understand proposal components.

HCD strongly encourages applicants to design proposals that maximize the impact of ERF Round 5 by leveraging additional other local, state, and federal funding streams, including social entitlement programs and complementary housing or service initiatives. By aligning ERF Round 5 proposals with these resources, jurisdictions can expand the scope of services, accelerate implementation, and achieve more sustainable housing outcomes for the individuals experiencing homelessness in the specific encampment zone(s), or scattered sites proposed to be addressed.

c. **Key Entities and Staff:** Includes the experience and qualifications for the implementing organization and key partners, staffing strategy, evidence of collaboration between local jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (e.g., Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on the SROW, in addition to the Caltrans letter of support, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.

   Proposals funding homeless shelters must ensure shelters are in compliance with the requirements outlined in HSC sections 17974-17974.6. Applicants must disclose whether any homeless shelter included in the proposal has received violations under HSC sections 17974-17974.6 within the past 12 months and describe the status of corrective actions taken and any outstanding violations.

4. Required Component: Certification

The applicant must certify that all information included in the application is true and accurate.

B. Submitting a Complete ERF Round 5 Application

Applications must be submitted through the ERF Round 5 application portal in Cognito, linked on the ERF website. Within the Cognito application, applicants must upload a completed budget using the budget template available on HCD's ERF website.

Refer to Section III, Eligible Uses, for guidance on allowable expenses and budget categorization. HCD will accept applications on a rolling basis through two windows or until all funds have been awarded, whichever occurs first. Refer to Section I.C., Application Timeline, for all specific dates.

Since HCD does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the application window.

C. HCD Review, Scoring, and Award

1. Phase 1 – Administrative Review

Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. During this stage, HCD will ensure that all required components are completed and submitted. HCD will reach out to applicants and allow them to resolve small discrepancies, but applications that are not complete or do not contain all the required items and attachments will be disqualified from the evaluation.

Additionally, applications will be reviewed to ensure deduplication with any previous ERF award. Generally, ERF Round 5 funding is not meant to augment a prior award which provided funding to accomplish the same outcomes described in the proposal. To receive a new ERF award, a previously awarded applicant must provide a new proposal that describes the additional activities to be carried out and the outcomes to be accomplished and/or identifies the additional people to be served.

2. Phase 2 – Scoring

The Evaluation Panel will review and consider the totality of the information in the application when determining whether the application satisfies the minimum scoring threshold. However, applicants should respond to each application criterion in the proper application section to ensure all requirements are met.

ERF Round 5 Scoring Matrix	
Application Section	**Factors that satisfy minimum scoring threshold:**
2A-C. People Served and Encampment Information *(Must receive at least 3 out of the 5 possible points)*	○ Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment, including location, size of area, types of structures onsite, and vehicles present. ○ Makes a logical and compelling case for why the identified encampment site is being prioritized.
2D. State and Local Collaboration	○ Includes a clear description of the responsibilities and authorities for encampment abatement operations, public health and safety issues, and service and housing providers. This description should include the encampment policy or policies

(Must receive at least 4 out of the possible 5 points)	that will guide the applicant's encampment response.
2E. Proposal's Outcomes *(Must receive at least 10 out of the 15 possible points)*	○ Proposal's outcomes meaningfully align with ERF Round 5 objectives (set forth in Section I.C. of this NOFA). ▪ Outcome(s) are clear, specific, measurable, realistic, and time bound. ▪ Milestones are well-defined and include appropriate methods for measuring progress. ▪ Listed activities are directly connected to the proposed outcome(s) and milestones and are feasible within the project period. ○ The narrative presents a logical pathway showing how the activities and milestones will lead to the stated outcome(s). ○ Demonstrates an above-average likelihood of achieving the proposal's outcomes.
2E. Project Timeline (*Must receive at least 6 out of the possible 10 points to satisfy the minimum threshold)*	○ Timeline for achieving milestones and outcomes is realistic and aligns with the project period.
2F. Centering People *(Must receive at least 16 out of the possible 20 points)*	○ The proposal is compliant with all core components of Housing First law detailed in WIC section 8255(b). ○ Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions, which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. ○ Provides trauma informed services and supports, operationalizes harm reduction, and centers an individual's choice and preferences.

3A. Core Service Delivery and Housing Strategies *(Must receive at least 11 out of the possible 15 points)*	○ Includes a comprehensive outreach and engagement strategy, including case management and service coordination for people currently residing in the encampment. ○ Identifies interim and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. ○ Identifies homeless shelters funded by this proposal and demonstrates compliance with Assembly Bill (AB) 130 and HSC sections 17974–17974.6, including adherence to inspection, correction, and reporting requirements and documentation of any violations and corrective actions taken. ○ Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, creation, availability, and prioritization of permanent housing resources as well as examples of prior successes in permanently housing people experiencing homelessness. ○ Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. ○ Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. ○ Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and to prevent returns to unsheltered homelessness. ○ Details operable plans to support individuals with the storage of their property and care of their pets, while living in the encampment as well as after they have moved into interim or permanent housing.

3B. Budget and Resource Plan *(Must receive at least 10 out of the possible 15 points)*	○ Demonstrates a sustainable, prudent, and effective use of requested funding. ○ Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. ○ Identifies non-ERF Round 5 resources that will be leveraged to support proposal implementation, including coordination of resources from other systems that would increase services and housing options. This includes prior ERF awards and other federal, state, and local funding sources. ** Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other funding sources that can be leveraged for their proposed projects and to sustain the projects beyond the grant term. In the absence of currently available resources, applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.*
3C. Key Entities and Staff *(Must receive at least 10 out of the possible 15 points)*	○ Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describes the lead entity's mission, goals, values, geographic service area, and existing efforts related to serving persons living in encampments. ○ Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. ○ Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners, including their experience and expertise in serving persons experiencing unsheltered homelessness with a range of service needs.

	○ Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. ○ Demonstrates capacity to carry out the proposal. ○ Identifies the primary parties with rights to and/or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. ○ If the encampment is on a SROW, the proposal describes how the applicant collaborated with Caltrans on the program design, implementation plan, and projected timeline.

3. Phase 3 – Evaluation and Award Determination

HCD will review and score applications using the ERF Round 5 Scoring Matrix. Each application will be scored by a panel of HCD staff, and an average score will be calculated. To be eligible for funding, applications must meet the minimum scoring threshold in every section listed in the matrix. Awards will be made to the highest scoring applications until all funds are awarded. Pursuant to HSC section 50252.1(b), HCD "shall award additional funding round moneys first to fund projects from prior funding rounds that…[HCD] determined satisfied applicable program requirements but were not funded in the prior round."

In accordance with HSC section 50252.1(c)(5), funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

Furthermore, up to 50 percent of the available funds will be prioritized for awards that address encampments on SROW.

Applications that failed to meet any section of the application will not be eligible for award, but those applicants will be invited by HCD to reapply in future rounds.

V. Award and Funds Disbursement

After the application window has closed and all applications received during the window have been reviewed and scored, HCD will make awards. Award letters will be sent by email to the awardees, and an awards listing and the approved applications will be posted on HCD's ERF website.

Once awards have been determined by HCD, a Standard Agreement will be prepared and sent to the awardee. The awardee will return the signed Standard Agreement. Funds will be disbursed to the awardee upon receipt, review, and approval of the complete Standard Agreement by HCD. Grant funds will be disbursed via mailed check. Checks will be mailed to the address listed on the taxpayer ID Form.

Applications that are denied funding will be provided with evaluation panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next available application window.

Appeals

Pursuant to HSC section 50251(c)(1), HCD's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VI. MONITORING, DOCUMENTATION, AND REPORTING

A. Reporting

1. Quarterly Reports

The grantee shall submit quarterly reports to HCD with fiscal and programmatic data reflecting the progress of their ERF Round 5 award in a format provided by HCD.

2. Annual Reports and Final Report

Per HSC section 50254.5(b)(5), grantees are required to submit an annual report in a format determined by HCD, including detailed uses of the program funds. Annual reports are due every April 1 reporting on activity throughout the prior calendar year.

Pursuant to HSC section 50254.5(b)(6), grantees are required to submit a final report no later than April 1 of the year following the 100 percent expenditure deadline. This report should include detailed uses of the program funds and the following data elements:

a. The number of homeless individuals served using the program funds in that year.

b. The total number of individuals served in all years of the program, as well as the homeless population served.

c. Aggregate outcome data for individuals served using program funds, including all the following:

- The type of housing that the individuals exited to from the encampment, including whether the housing is permanent or interim.
- The percentage of successful housing exits.
- Exit types for unsuccessful housing exits.

d. The eligible uses and expenditures of awarded program funds.

e. The number and size of the encampments addressed.

f. The number of encampments that the grantee has resolved.

g. The types of housing assistance provided, including, but not limited to, permanent or interim housing, broken out by the number of individuals served.

As required by HSC section 50254.5(c), HCD will post the annual and final reports to its website within 30 days of receipt and provide notice to the appropriate policy and budget committees.

Grantees may also receive ad hoc requests for information from HCD or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on SROW may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by HCD, all grantees shall provide information and products developed with grant funds on service delivery models, including any materials that may be necessary to study the program or replicate it for implementation across the state.

B. Application Amendments

Once an application is submitted and approved, no substantive changes to the program design are allowed unless the grantee submits a modification request explaining the impacts of the program design change, and HCD provides written approval in advance to the grantee to proceed. If enforcement action is taken or the encampment is otherwise disbursed, the grantee must notify HCD immediately.

C. Fiscal Deadlines

1. Expenditure Requirement

Pursuant to HSC section 50253(e)(1) and (2), ERF Round 5 grantees must expend at least 50 percent and obligate 100 percent of their allocation within two years from the date of the award.

Per HSC section 50253(e)(5), all program funds must be fully expended within four years from the date of award. Any funds not expended by this deadline shall revert to the fund of origin and may no longer be available for use by the recipient.

2. Corrective Action Plan

Pursuant to HSC section 50253(e)(3), any ERF Round 5 grantee that fails to meet the 100 percent obligation requirement within two years shall be required to submit a corrective action plan to HCD within 60 days after the close of the second year. This plan must outline a strategy to fully obligate all funds within six months of submission. Per HSC section 50253(e)(4), HCD "may subject recipients that do not meet [the 100 percent obligation requirement in HSC section 50253(e)(2)] to additional corrective action."

D. Other Requirements

1. Reporting into Homeless Management Information System (HMIS)

Pursuant to HSC section 50254, ERF Round 5 grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS).

Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC section 50254.

HCD will make efforts to use the statewide HDIS data provided by grantees to fulfill grantee reporting requirements under HSC section 50254; however, improper reporting into that system may require HCD to seek the following additional information directly from grantees:

- The total number of individuals, as well as homeless individuals, served in each year of the program and for the program overall.
- Aggregate outcome data for individuals served using program funds, including all of the following:
  - The type of housing that the individuals exited to from the encampment, including whether the housing is permanent or interim.
  - The percentage of successful housing exits.
  - Exit types for unsuccessful housing exits.

- The types of housing assistance provided, including, but not limited to, permanent or interim housing, broken out by the number of individuals served.

Grantees should set up HMIS projects consistent with how the encampment(s) and the proposed interventions were described in their ERF Round 5 applications. For the purpose of HMIS project setup and ERF reporting, multiple sites that share the same needs, resources, and housing strategies can be considered a single encampment. If a grantee is serving an area that includes sites that have different needs and are served by different strategies and interventions, those should be considered separate encampments and set up as separate HMIS projects.

Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS data is not properly tracked and shared.

2. Housing First Requirement

All ERF Round 5 grantees must comply with the core components of Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code (WIC). See Appendix E for the Housing First statute listing all core components in HSC section 8255(b)(1)-(11) . For more information on Housing First, please refer to the Cal ICH Guide to California's Housing First Law.

Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding "housing readiness." The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

3. Annual Reporting on Homeless Shelter Inspections

Chapter 22, Statutes of 2025 (AB 130), sections 33-36 added HSC sections 17974-17974.6 related to homeless shelter inspection and reporting requirements. See Appendix F. ERF Round 5 grantees and their subcontractors that operate or fund homeless shelters must comply with all inspection, reporting, and corrective action requirements as detailed in HCD's Information Bulletin 2025-02.

Although all homeless shelters are subject to the AB 130 inspection and reporting requirements, for the purpose of this NOFA, ERF Round 5 grantees shall ensure that all homeless shelters receiving ERF Round 5 funds are subject to local annual inspections, that any identified violations are corrected within the timeframes prescribed by HSC section 17974.2(b), and that documentation of compliance is maintained and made available upon request.

In accordance with HSC section 17974.5, each city and county must report annually by April 1 to HCD all the following information:

a. The number of complaints received by the jurisdiction, pursuant to HSC section 17920.3, including if the jurisdiction did not receive any complaints.

b. Any pending uncorrected violations determined by the jurisdiction, pursuant to HSC section 17974.1. This should include, as applicable, the date the violation notice was provided to the owner/operator, the name of the owner or operator, the name of the homeless shelter, and the address of the homeless shelter.

c. Any determinations by the jurisdiction that conditions exist or existed that make or made the homeless shelter dangerous, hazardous, imminently detrimental to life or health, or otherwise render the homeless shelter unfit for human habitation. This should include, as applicable, the date the violation notice was provided to the owner/operator, the name of the owner or operator, the name of the homeless shelter, and the address of the homeless shelter.

d. A list of any emergency orders issued pursuant to HSC section 17974.1(c)(3).

e. A list of any owners or operators who received three or more violations within any six-month period.

f. A list of corrected violations from the prior year. This should include, as applicable, the date the violation notice was provided to the owner/operator, the name of the owner or operator, the name of the homeless shelter, the address of the homeless shelter, and the date the violation was corrected.

Grantees must restrict ERF Round 5 funding for operations to shelters with unresolved violations as detailed in HSC section 17974.4; however, grantees may still permit the use of state funding if being used to address violations. Additionally, HCD may restrict state funding for operations to shelters with unresolved violations. HCD may deem the owner or operator of a shelter ineligible for state funding for shelter operations for unresolved violation(s) noted in the annual report. The use of state funding may still be permissible if being used to address violations.

Jurisdictions that fail to submit annual reports pursuant to the AB 130 shelter inspection and reporting requirement or take required actions to correct a violation cannot receive state funding. HCD may deem those jurisdictions eligible again to receive funds after the jurisdiction complies with both the annual reporting requirement by submitting an annual report to HCD and the requirement to take action to correct all homeless shelter violations.

Pursuant to HSC section 17974.3, HCD may take action to enforce the requirements in division 13, part 1.5, chapter 5, Article 2.3 (Inspection of Homeless Shelters), pursuant to the California Code of Civil Procedure section 1085, and HCD may be entitled to recover reasonable attorney fees and costs.

4. **Legal Documents**

Upon the award of ERF Round 5 funds, HCD shall enter into Standard Agreements with grantees that govern how ERF Round 5 funds must be spent. These agreements shall ensure adherence to the objectives and requirements of the ERF Round 5 program and compliance with all relevant laws. No award shall be disbursed until the Standard Agreement is signed by both the grantee and HCD and is fully executed.

5. **Public Records Act Requests**

Applicants are hereby informed that all documents and correspondence related to their ERF Round 5 application are subject to Public Records Act (PRA) requests.

VII. RESOURCES AND CONTACT INFORMATION

Additional information, including the ERF Program Guidance, can be found on HCD's ERF website: Encampment Resolution Funding (ERF) Program | California Department of Housing and Community Development

If you have questions, please direct them to the HCD Homelessness Grants inbox at HPDHomelessnessGrants@hcd.ca.gov.

VIII. APPENDICES

Appendix A: ERF Statute

Health and Safety Code (HSC)

CHAPTER 7. Encampment Resolution Funding Program [50250 - 50254.5]

50250.

For purposes of this chapter, the following definitions shall apply:
(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
(b) “Agency” means the Business, Consumer Services, and Housing Agency.
(c) “Applicant” means a continuum of care or local jurisdiction
(d) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(e) (1) Subject to paragraph (2), “council,” unless context requires otherwise, means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(2) Unless context requires otherwise, “council,” with respect to the administration of this chapter on or after the effective date of the act adding this paragraph, means the department.

(f) “County” includes, but is not limited to, a city and county.
(g) “Department” means the Department of Housing and Community Development.
(h) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
(i) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(j) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
(k) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
(l) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.
(m) “State right-of-way” means real property held in title by the State of California.
(Amended by Stats. 2024, Ch. 48, Sec. 14. (AB 166) Effective July 2, 2024.)

50251.

(a) The Encampment Resolution Funding program is hereby established to, upon appropriation by the Legislature, increase collaboration between the council, local jurisdictions, and continuums of care for the following purposes:
(1) Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.

(2) Provide encampment resolution grants to local jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.

(3) Encourage a data-informed, coordinated approach to address encampment concerns.

(b) (1) The council shall administer the program.

(2) Notwithstanding paragraph (1), the council may consult with and designate a state agency or department to support the administration of the program.

(c) (1) The council's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and not subject to appeal.

(2) In determining which applications to approve, the council shall evaluate and score proposals based on all of the following criteria:

(A) The applicant's capacity to carry out the proposal.
(B) Whether the site selected for services aligns with the proposed service delivery model.

(C) Whether the demographics and needs of service recipients align with the proposed service delivery model.

(D) The applicant's ability to develop a detailed service delivery plan, including a description of how individuals will be served with permanent housing solutions.

(E) The applicant's ability to coordinate with other systems to increase services and housing options.

(F) The applicant's capacity to involve people with lived experience and local community partners in the implementation of its project.

(G) The applicant's ability to recruit and deploy personnel with experience and expertise needed to support the success of their proposal.

(H) The applicant's ability to demonstrate a prudent and effective use of requested funding relative to the number of people it seeks to serve and the types of services to be provided in the proposal.

(d) The council shall maintain records of the following:
(1) The number of applications for program grants received by the council.

(2) The number of applications for program grants denied by the council.

(3) The name of each recipient of a program grant.

(4) The amount of funds allocated to each applicant.

(e) The council may adopt regulations to implement this chapter. The adoption, amendment, or repeal of a regulation authorized by this subdivision is hereby exempted from the rulemaking provisions of the Administrative Procedure Act

(Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(Amended by Stats. 2022, Ch. 70, Sec. 4. (SB 197) Effective June 30, 2022.)

50252.

(a) The council shall distribute funding round 1 moneys in accordance with this chapter.

(b) Except as specified in subdivision (e), the council shall award the moneys appropriated as competitive grants to applicants to be used to support encampment resolution and rehousing efforts for local jurisdictions. Council staff shall develop and disseminate encampment resolution strategies, case studies, and learnings to local jurisdictions.

(c) Applicants may submit an application for a program grant to the council in a form and manner specified by the council. The application shall include, at a minimum, all of the following:

(1) Information on the number and demographics of the individuals living in the encampment that the applicant is requesting funding to help resolve.

(2) A description of why this specific encampment is being prioritized for resolution support.

(3) A description of how the applicant intends to collaborate with state and local partners to mitigate risk and address safety concerns, while ensuring a pathway for individuals living in encampments to move into safe and stable housing.

(4) A description of how the applicant intends to use these funds to connect all individuals living in the encampment to services and housing.

(5) A description of other local resources and funding streams that will be used to ensure the ongoing availability of services and housing support for people who are moved out of encampments into permanent housing.

(d) When determining grant awards, funding shall be prioritized for:

(1) Jurisdictions that can demonstrate a commitment to cross-systems collaboration and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

(2) Jurisdictions that have 50 or more individuals living in the encampment that they are seeking to support with these funds.

(3) The intent of the council is to award grants, to the extent feasible, to a range of applicants that represent the diversity of communities across the state, including rural, urban, and suburban communities.

(e) Of the moneys available pursuant to subdivision (a), the council may expend up to 5 percent for administration of the program.

(f) This section only applies to funding round 1 moneys and does not apply to additional funding round moneys.

(Amended by Stats. 2022, Ch. 70, Sec. 5. (SB 197) Effective June 30, 2022.)

50252.1.

(a) This section only applies to additional funding round moneys and does not apply to funding round 1 moneys.

(b) The council shall award additional funding round moneys first to fund projects from prior funding rounds that the council determined satisfied applicable program requirements but were not funded in the prior round.

(c) (1) Any funds remaining after the awards required by subdivision (b) shall be awarded on a rolling basis in accordance with this subdivision.

(2) The council shall begin accepting new applications for a program grant by five months after the appropriation in the given fiscal year is made.

(3) The council shall cease accepting new applications for a program grant by the earlier of the end of the fiscal year in which the appropriation is made or the date the funds from the appropriation have been expended.

(4) Applicants shall submit an application for a program grant to the council in a form and manner specified by the council. The application shall include, at a minimum, all of the following:

(A) Information on the number and demographics of the individuals living in the encampment that the applicant is requesting funding to help resolve.

(B) A description of why the specific encampment is being prioritized for resolution support.

(C) A description of how the applicant intends to collaborate with state and local partners to mitigate risk and address safety concerns while ensuring a pathway for individuals living in encampments to move into safe and stable housing.

(D) A description of how the applicant intends to use these funds to connect all individuals living in the encampment to services and housing. When an application includes operating safe parking sites while locating interim or permanent housing for people experiencing homelessness living in vehicles or recreational vehicles, a description of how the applicant intends to acquire sites for safe parking, operate the site, provide services at the safe parking site, and increase safe parking site hours.

(E) A description of other local resources and funding streams that will be used to ensure the ongoing availability of services and housing support for people who are moved out of encampments into permanent housing.

(F) A goal for the number of individuals the program will support transitioning from encampments into temporary shelters.

(G) A goal for the number of individuals the program will support transitioning from encampments into permanent housing.

(5) In awarding grants, funding shall be prioritized for both of the following:

(A) Jurisdictions that can demonstrate a commitment to cross-systems collaboration, including collaborations with state entities, and innovative efforts to

resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

(B) Applicants that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

(d) The council may do any of the following:

(1) Monitor grantee performance.

(2) Require a grantee not meeting goals to accept technical assistance from the council.

(3) Limit the allowable uses of program funds for a grantee that is not meeting goals.

(e) The council may use up to 5 percent of money appropriated in a given fiscal year for administration of the program, including capacity building and technical assistance activities in support of program goals.

(Amended by Stats. 2025, Ch. 524, Sec. 2. (SB 748) Effective October 10, 2025.)

50253.

(a) The council shall administer the funding round 1 moneys of the program in accordance with the following timelines:

(1) The council shall make a program application available no later than October 31, 2021.

(2) Applications shall be due to the council no later than December 31, 2021.

(3) The council shall make initial award determinations no later than March 1, 2022.

(4) If not all funds have been awarded after the first round of grant awards, the council may accept additional applications and make additional awards until all funds have been allocated.

(b) Recipients of funding round 1 moneys shall expend at least 50 percent of their allocation by June 30, 2023.

(1) Recipients who fail to expend their allocated funds in compliance with this subdivision shall return to the council no less than 25 percent of their total allocation amount for reallocation by the council during subsequent rounds of funding.

(c) Recipients of funding round 1 moneys shall expend all program funds no later than June 30, 2024. Any funds not expended by this date shall be returned to the council to be reallocated pursuant to Section 50252.1.

(d) (1) Recipients of additional funding round moneys pursuant to subdivision (b) of Section 50252.1 shall expend at least 50 percent of their allocation within two fiscal years of the appropriation from the Legislature. Any funds not expended by this date shall be returned to the council and reallocated pursuant to Section 50252.1.

(2) Recipients of additional funding round moneys pursuant to subdivision (b) of Section 50252.1 shall obligate 100 percent of their allocation within two fiscal years of the appropriation from the Legislature.

(3) Recipients that do not meet requirement in paragraph (2) shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months.

(4) The council may subject recipients that do not meet the requirement in paragraph (2) to additional corrective action determined by the council.

(5) Recipients of additional funding round moneys pursuant to subdivision (b) of Section 50252.1 shall expend all program funds within three fiscal years of the appropriation. Any funds not expended by this date shall revert to the fund of origin.

(e) (1) Recipients of additional funding round moneys pursuant to subdivision (c) of Section 50252.1 shall expend at least 50 percent of their allocation within two fiscal years of the appropriation from the Legislature.

(2) Recipients of additional funding round moneys pursuant to subdivision (c) of Section 50252.1 shall obligate 100 percent of their allocation within two fiscal years of the appropriation from the Legislature.

(3) Recipients that do not meet the requirement in paragraph (2) shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months.

(4) The council may subject recipients that do not meet the requirement in paragraph (2) to additional corrective action determined by the council.

(5) Recipients of additional funding round moneys pursuant to subdivision (c) of Section 50252.1 shall expend all program funds within four fiscal years of the appropriation. Any funds not expended by this date shall revert to the fund of origin.

(Amended by Stats. 2025, Ch. 22, Sec. 47. (AB 130) Effective June 30, 2025.)

50254.

(a) Notwithstanding any other law, all recipients of funds pursuant to this chapter shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

(b) (1) The council shall specify the form and substance of the required data elements.

(2) The council may, as required by operational necessity, amend or modify data elements, disclosure formats, or disclosure frequency.

(3) Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(4) Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(c) Any health information or personal identifying information provided to or maintained within the statewide Homeless Data Integration System pursuant to this section shall not be subject to public inspection or disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).
(d) For purposes of this paragraph, “health information” includes “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code.
(e) All recipients shall provide information and products developed with grant funds on service delivery models in support of the overall program goal to mitigate risk and address safety concerns in encampments, while ensuring a pathway for individuals living in encampments to move into safe and stable housing, in a format and timeframe specified by the council.
(f) The council Legislative Analyst’s Office shall evaluate the data and outcomes reported by recipients to the council pursuant to subdivision (g) to assess efficacy of programs and identify scalable best practices for encampment resolution that can be replicated across the state.
(g)(1) The department shall, in its annual report submitted pursuant to Section 50408, report a summary of the data elements described in paragraph (6) of subdivision (b) of Section 50254.5, disaggregated by funding round.

(2) The requirement of submitting data imposed under paragraph (1) is inoperative after the department publishes the final report covering the final round of program funds.

(h) Contracts entered into to implement this chapter shall be exempt from all of the following:
(1) Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code.

(2) The personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code.

(3) Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code and the State Contracting Manual.

(4) Notwithstanding Section 11546 of the Government Code, from review or approval of any division of the Department of Technology, upon approval from the Department of Finance.

(5) From the review or approval of any division of the Department of General Services.

(Amended by Stats. 2025, Ch. 524, Sec. 3. (SB 748) Effective October 10, 2025.)

50254.5.

(a) (1) For funding appropriated in fiscal years 2021–22, 2022–23, and 2023–24 for purposes of this chapter, no later than April 1 of the year following the expiration of the encumbrance period of funds, each recipient that receives a program allocation shall submit to the department a final report pursuant to Section 50254.

(2) Beginning April 1, 2025, and ending the April prior to the appropriation's encumbrance period expiration, each recipient that receives a program allocation shall submit to the department an annual report in a format determined by the department as well as detailed uses of the program funds.

(b) For funding appropriated in fiscal years 2024–25 and 2025–26 for purposes of this chapter, the following provisions apply:

(1) Notwithstanding any other law, all recipients of funds pursuant to this chapter shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

(2) (A) The department shall specify the form and substance of the required data elements.

(B) The department may, as required by operational necessity, amend or modify data elements, disclosure formats, or disclosure frequency.

(C) Grantees shall report individual, client-level data for persons served by grant funding to the department, in addition to any data reported through local Homeless Management Information Systems, as required by the department for purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(D) Department staff may use information reported directly from grantees and through the statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

(3) Any health information or personal identifying information provided to or maintained within the statewide Homeless Data Integration System pursuant to this section shall not be subject to public inspection or disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). For purposes of this paragraph, “health information” includes “protected health information,” as defined in Section 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code.

(4) All recipients shall provide information and products developed with grant funds on service delivery models in support of the overall program goal to mitigate risk and address safety concerns in encampments, while ensuring a pathway for individuals living in encampments to move into safe and stable housing, in a format and timeframe specified by the department.

(5) Beginning April 1, 2026, and ending the April prior to the appropriation’s encumbrance period expiration, each recipient that receives a program allocation shall submit to the department an annual report in a format determined by the department as well as detailed uses of the program funds.

(6) No later than April 1 of the year following the expiration of the encumbrance period of funds, each recipient that receives a program allocation shall also submit to the department a final report in a format determined by the department as well as detailed uses of the program funds. Each grantee shall provide either through their local Homeless Management Information System or alternative format determined by the department all of the following data elements as part of the final report:

(A) The number of homeless individuals served using the program funds in that year.

(B) The total number of individuals served in all years of the program, as well the homeless population served.

(C) Aggregate outcome data for individuals served using program funds, including all of the following:

(i) The type of housing that the individuals exited to from the encampment, including whether the housing is permanent or interim.

(ii) The percentage of successful housing exits.

(iii) Exit types for unsuccessful housing exits.

(D) The eligible uses and expenditures of awarded program funds.

(E) The number and size of the encampment addressed.

(F) The number of encampments that the grantee has resolved.

(G) The types of housing assistance provided, including, but not limited to, permanent or interim housing, broken out by the number of individuals served.

(c) The department shall post the annual reports and final reports submitted pursuant to this section on its internet website within 30 days of receipt and provide notice to the appropriate policy and budget committees.

(Added by Stats. 2024, Ch. 48, Sec. 15. (AB 166) Effective July 2, 2024.)

Appendix B: ERF Round 5 Authorizing Legislation

AB 102: The Budget Act of 2025

SEC. 86. Item 2240-120-0001 is added to Section 2.00 of the Budget Act of 2025, to read:

2240-120-0001—For local assistance, Department of Housing and Community Development, 100,000,000

Schedule:
(1) 1670-Housing Policy Development Program,100,000,000

Provisions:

1. The amount appropriated in this item is available to provide grants to address encampments for persons experiencing homelessness, in accordance with applicable laws. Of the amount appropriated in this item, up to 5 percent shall be allocated to the Department of Housing and Community Development to fund the support and administration of resolving critical encampments and transition individuals into permanent housing. The amount appropriated in this item and any amount allocated to the Department of Housing and Community Development shall be available for encumbrance or expenditure until June 30, 2030.

2. Of the amount appropriated in this item, up to 50 percent of the funds shall be reserved for local jurisdictions with projects that address encampments on state rights-of-way, as defined in Section 50250 of the Health and Safety Code, and that meet priority criteria established by the Department of Housing and Community Development, in consultation with the Department of Transportation. Upon a date specified by the Department of Housing and Community Development, if a local jurisdiction that is eligible for funding pursuant to this provision does not apply to the Department of Housing and Community Development by the date established, the applicable continuum of care in the local jurisdiction's region shall be eligible for such funds. The department shall administer these funds pursuant to subdivisions (a), (b), (d), and (e) of Section 50251, and Section 50254, of the Health and Safety Code.

(Added by Stats. 2025, Ch.5, Sec. 86. (AB 102) Effective June 27, 2025.)

Appendix C: Definitions

The following terms are defined in accordance with HSC section 50250:

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
(b) “Agency” means the Business, Consumer Services, and Housing Agency.
(c) “Applicant” means a continuum of care or local jurisdiction
(d) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
(f) “County” includes, but is not limited to, a city and county.
(g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
(h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
(i) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
(j) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
(k) “Recipient” means an applicant that receives grant funds from the Department for the purposes of the program.
(l) “State right of way” means real property held in title by the State of California.

(Amended by Stats. 2022, Ch. 70, Sec. 3. (SB 197) Effective June 30, 2022.)

Additional Definitions for the purposes of this NOFA:

(m)“Authorized Representative” should be the individual with authority to contract on behalf of the awardee.
(n) “Expend” means all ERF Round 5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
(o) “Obligate” means that the grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF Round 5 funding.

Appendix D: California Interagency Council on Homelessness Guidance on Addressing Encampments

Below is a list of the seven components included in the Cal ICH Guidance on Addressing Encampments. Applicants may use this as a checklist to verify whether their policy or ordinance complies with state guidance, or as a template to adopt an encampment policy that complies with state guidance.

1. Employ person-centered, Housing First, and trauma-informed approaches when addressing the needs of person living in encampments on public property.

2. Maintain awareness of interim housing capacity, including congregate and noncongregate shelter (i.e., motel vouchers), that is immediately available to serve persons in the encampment in question.

3. Provide respectful/reasonable treatment of property from the encampment, including collecting, labeling, and storing personal property from the encampment (unless it is a health or safety hazard).

4. Provide notice to encampment residents:

    a. Provide as much advance notice to vacate as possible. For non-urgent situations, a notice to vacate must be posted at least 48 hours before removal.

    b. Include the following information in the notice: 1) Date and time of the removal actions, 2) Information on services that are immediately available to persons living in the encampment, and 3) Information on how unattended belongings will be handled the day of the removal action, including what will be stored and how they can be recovered.

5. Maintain awareness of efforts serving the encampment in question and encampments broadly.

6. Make every effort to identify and offer shelter including interim housing or motel vouchers to persons living in an encampment before taking action to remove an encampment. If shelter cannot be secured prior to removal despite these efforts, confirm there are reasonably accessible locations within the jurisdiction where a person may lawfully sleep.

7. Prioritize health and safety in assessing encampments, and where appropriate address hazards prior to or independent from any removing operation.

Appendix E: Housing First Statute

Welfare and Institutions Code (WIC)

DIVISION 8. MISCELLANEOUS [8050 - 8266]

(Division 8 repealed and added by Stats. 1967, Ch. 1667.)

CHAPTER 6.5. Housing First and Coordinating Council [8255 - 8257.3]

(Chapter 6.5 added by Stats. 2016, Ch. 847, Sec. 2.)

8255.

For purposes of this chapter:

(a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) "Core components of Housing First" means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited

to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) "Homeless" has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal Regulations.

(d) (1) "Housing First" means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) "Housing First" includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) "State programs" means any programs a California state agency or department funds, implements, or administers for the purpose of providing emergency shelter,

interim housing, housing, or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter.

(Amended by Stats. 2024, Ch. 297, Sec. 5. (SB 1395) Effective January 1, 2025.)

Appendix F: Inspection of Homeless Shelters Statute

Health and Safety Code (HSC)

CHAPTER 5. Administration and Enforcement [17960 – 17998.3]
ARTICLE 2.3 Inspection of Homeless Shelters [17974 – 17974.6]

17974.

For purposes of this article:

(a) "Department" means the Department of Housing and Community Development.

(b) (1) "Homeless shelter" means any of the following:

(A) An emergency shelter, as defined in Section 576.2 of Title 24 of the Code of Federal Regulations.

(B) An emergency shelter, as defined in subdivision (e) of Section 50801.

(C) A navigation center, as defined in Section 50216.

(2) "Homeless shelter" does not include emergency shelters that are funded by the program commonly referred to as Project Roomkey administered by the State Department of Social Services.

(c) "Local agency" means any city, including a charter city, county, or city and county.

(d) "State agency" means the Business, Consumer Services, and Housing Agency.

(e) "State funding" means any grant, loan, or other type of financial assistance awarded to a homeless shelter on or after July 1, 2021, from the following sources:
(1) The Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31).

(2) Future one-time state funding for homelessness services.

(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

17974.1.

(a) Notwithstanding any other provision of this part, a city or county that receives a complaint from an occupant of a homeless shelter, or an agent of an occupant, that alleges a homeless shelter is substandard pursuant to Section 17920.3 shall do all of the following:
(1) Inspect the homeless shelter or portion thereof intended for human occupancy that may be substandard pursuant to Section 17920.3.

(2) Identify whether the homeless shelter or any portion thereof intended for human occupancy is substandard pursuant to Section 17920.3, as applicable. The documentation shall be included in the inspection report described in subdivision (h).

(3) As applicable, advise the owner or operator of a homeless shelter of each violation and of each action that is required to be taken to remedy the violation. The city or county shall schedule a reinspection to verify correction of the violations.

(b) Notwithstanding any other provision of this part, and consistent with Section 17970, a city or county shall perform an annual inspection on every homeless shelter located in its jurisdiction to ensure that the homeless shelter is compliant with this part. A city or county conducting an inspection pursuant to this subdivision shall comply with this section, to the extent those provisions are applicable.

(c)(1) If, upon inspection, the city or county determines that a homeless shelter is substandard pursuant to Section 17920.3, the city or county shall promptly, but not later than 10 business days after the city or county completes the inspection, issue a notice to correct the violation to the owner or operator of the homeless shelter.

(2) In the event that the city or county determines that a violation constitutes an imminent threat to the health and safety of the occupants of the homeless shelter, the notice of violation shall be issued immediately and served on the owner or operator of the homeless shelter.

(3) In the event that the city or county determines that deficiencies, violations, or conditions exist at a homeless shelter that are dangerous, hazardous, imminently detrimental to life or health, or otherwise render the homeless shelter unfit for human habitation, the city or county may issue an emergency order directing the owner or operator to take immediate measures to rectify those deficiencies, violations, or conditions.

(d) An inspection conducted pursuant to this section may be announced or unannounced.

(e) The city or county shall maintain all records on file of each homeless shelter inspection. These records shall be made available to the public for inspection.

(f) A city or county shall perform an inspection conducted pursuant to subdivision (a) at least as promptly as that city or county conducts an inspection in response to a request for final inspection pursuant to Section 110 of Part 2 of Division 2 of Chapter 1 of the California Building Code (Part 2 of Title 24 of the California Code of Regulations).

(g) Notwithstanding subdivision (a), a city or county is not required to conduct an inspection in response to either of the following:

(1) A complaint that does not allege one or more substandard conditions.

(2) A complaint submitted by a tenant, resident, or occupant who, within the past 180 days, submitted a complaint about the same property that the chief building inspector or their designee reasonably determined, after inspection, was frivolous or unfounded.

(h) A city or county shall provide free, certified copies of an inspection report and citations issued pursuant to this section, if any, to the complaining occupant or their agent. If the inspection reveals a condition potentially affecting multiple occupants, including, but not limited to, conditions relating to the premises, common areas, or structural features, then the city or county shall provide free copies of the inspection report and citations issued to all potentially affected occupants or their agents.

(i) A city or county shall not unreasonably refuse to communicate with an occupant or the agent of an occupant regarding any matter covered by this article.

(j) A city or county shall conduct an inspection pursuant to this section based on the location of the homeless shelter, in accordance with the following:
(1) A city shall conduct an inspection for shelters within the city's jurisdiction.

(2) A county shall conduct an inspection for shelters within the county's jurisdiction.

(3) A city with a population under 100,000 may partner with its county to conduct an inspection pursuant to this section.

(Amended by Stats. 2025, Ch. 22, Sec. 33. (AB 130) Effective June 30, 2025.)

17974.1.5.

(a) A homeless shelter shall prominently display at the shelter information about an occupant's rights and the process for reporting a complaint alleging a homeless shelter is substandard pursuant to Section 17920.3, including the contact information for all of the following:
(1) The owner or operator of the homeless shelter.

(2) The city or county.

(3) The department.

(b) A homeless shelter shall provide in writing the notice specified in subdivision (a) to any new occupant during intake.

(Added by Stats. 2025, Ch. 22, Sec. 34. (AB 130) Effective June 30, 2025.)

17974.2.

(a) The owner or operator of a homeless shelter shall be responsible for the correction of any violations for which a notice of violation has been given under this article.
(b) An owner or operator of a homeless shelter shall correct each violation within 30 days of receipt of the citation. The city or county, in its sole discretion, may grant the owner or operator a 30-day extension to correct a violation.

(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

17974.3.

(a) The requirements of this article shall not be construed to impose a mandatory duty pursuant to Section 815.6 of the Government Code, and shall not be construed to affect the availability of any immunity otherwise applicable to the city or county or its employees, including, but not limited to, Sections 818.2, 818.4, 818.6, 820.2, 821, 821.2, and 821.4 of the Government Code.
(b) (1) An action to enforce the requirements of this article may be brought pursuant to Section 1085 of the Code of Civil Procedure.
(2) A plaintiff who prevails in an action described in paragraph (1) shall be entitled to recover reasonable attorney's fees and costs.

(3) Notwithstanding any other law, including any provision of this part authorizing the department to enforce this part by means of administrative enforcement, the department may bring a civil action pursuant to this subdivision in order to enforce this part.

(c) For purposes of Section 1085 of the Code of Civil Procedure, the requirements of this article shall be construed as acts that the law specially enjoins, as a duty resulting from an office, trust, or station.

(Amended by Stats. 2025, Ch. 22, Sec. 35. (AB 130) Effective June 30, 2025.)

17974.4.

(a) In addition to the penalties authorized under Chapter 6 (commencing with Section 17995), an owner or operator of a homeless shelter who fails to meet the timelines to correct a violation under this article, building standards published in the State Building Standards Code relating thereto, or any other rules or regulations adopted by the department pursuant to this part, may be liable for a civil penalty in an amount determined by the city or county for each violation or for each day of a continuing violation.

(b) The city or county shall not award or distribute state funding to the owner or operator of a homeless shelter for purposes of operating the shelter, if the city or county determines that any of the following exist:

(1) The owner or operator fails to correct a violation within the time period specified in Section 17974.2.

(2) The owner or operator has failed to correct violations in a timely manner on multiple occasions.

(3) The owner or operator has been cited for a violation that is an imminent threat to the health and safety of the occupants of the homeless shelter and the owner or operator fails to take sufficient action to correct the violation or prevent similar future violations.

(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

17974.5.

(a) Each city and each county shall submit a report annually to the department and the state agency by April 1 of each year that includes all of the following information:

(1) The number of complaints received by the city or county, pursuant to Section 17920.3, including if the city or county did not receive any complaints.

(2) Any pending uncorrected violations determined by the city or county, pursuant to Section 17974.1.

(3) Any determinations by the city or county that conditions exist or existed that make or made the homeless shelter dangerous, hazardous, imminently detrimental to life or health, or otherwise render the homeless shelter unfit for human habitation.

(4) A list of any emergency orders issued pursuant to paragraph (3) of subdivision (c) of Section 17974.1.

(5) A list of any owners or operators who received three or more violations within any six-month period.

(6) Any corrected violations from the prior year.

(b) The report submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.
(c) If a city or county applies for state funding to support the ongoing operations of a homeless shelter, the city or county shall disclose to the state agency that administers the state funding the status of any unresolved violations pursuant to this article and the names of the homeless shelter owner or operator.
(d) The department or the state agency, may, pursuant to the reported information in subdivision (b), deem an owner or operator of a shelter ineligible for state funding for shelter operations.
(e) The department shall withhold state funding from a city or county that fails to comply with the reporting requirements in this section or fails to take action to correct a violation of this article by a homeless shelter pursuant to Section 17974.4.
(Amended by Stats. 2025, Ch. 22, Sec. 36. (AB 130) Effective June 30, 2025.)

17974.6.
The Legislature finds and declares that this article addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this article applies to all cities, including charter cities.
(Added by Stats. 2021, Ch. 395, Sec. 1. (AB 362) Effective January 1, 2022.)

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Establishment of a Residential Permit Parking Area in the Redwood Oaks neighborhood

SUMMARY

Residents of the Redwood Oaks neighborhood, south of Woodside Road and between the Caltrain railroad tracks and El Camino Real, requested that the City establish a Residential Permit Parking (RPP) area in their neighborhood to address overflow parking from nearby commercial businesses and long-term parking by non-residents. Current conditions support an RPP area in this neighborhood.

RECOMMENDATION

Adopt a resolution designating Residential Permit Parking Area "D" for parts of certain streets South of Woodside Road between the Caltrain Railroad Tracks and El Camino Real in the Redwood Oaks neighborhood, and authorizing the erection of appropriate signs and the issuance of permits for said area.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

Redwood City's Residential Permit Parking (RPP) program, established in 1985, is codified in Chapter 20, Article 7, Division 11 of the Municipal Code. In Redwood City ("City"), the adopted RPP program was designed to discourage long-term parking by individuals who do not live in the residential neighborhood and generally limit the number of resident vehicles parked on the street during daytime hours.

The City currently has four RPP areas:

- Area A – Stambaugh-Heller neighborhood and Downtown
- Area B – Friendly Acres neighborhood, between 2nd and 5th Avenues
- Area C – Canyon and Edgewood Park, surrounding Sequoia Hospital
- Area S – Mt. Carmel area, surrounding Sequoia High School

ANALYSIS

When a request for a RPP area is received, the City implements a sequential five-step process:

1. Requestor submits to the City a petition demonstrating that a majority of residents within the proposed permit area support the change.
2. City assesses the stated issues, impacted areas, potential shift of parking impacts to adjacent areas, likely effectiveness of RPP program, and parking occupancy.
3. City mails surveys to residents and property owners within the proposed area to measure support.
4. Staff refine the proposed permit area to reflect parking occupancies and survey responses.
5. Permit area is recommended to the City Council for approval.

In November 2025, residents on Manzanita Street and Shasta Street submitted a completed request form and signed petition requesting an RPP area in the Redwood Oaks neighborhood, south of Woodside Road along Manzanita and Shasta Streets. 26 addresses were included in the proposed RPP area.

The Redwood Oaks neighborhood is adjacent to commercial and industrial areas, including several auto repair businesses and Caltrain tracks. Over the past several months, neighborhood residents expressed concerns to City staff and the City Council members regarding extended, commercial parking in front of residential properties, as well as business activities performed on the street, significant amounts of illegal dumping, and abandoned vehicles in the area.

In December 2025, the City modified parking restrictions in the neighborhood and conducted regular cleaning operations to address pre-existing evidence of illegal dumping. In early 2026, code enforcement conducted educational outreach and enforcement to local businesses to remind them to conduct their commercial work on-site only, not within the public right-of-way, and to refrain from illegal dumping. The Police Department addressed abandoned vehicles, including citations and removals. While these actions addressed some issues, commercial and long-term parking issues within the residential neighborhood persist.

Based on the completed application, submitted petition, and prior City remediation efforts, the City assessment included a parking study. In January and February 2026, field reviews collected parking data of the proposed RPP area and documented that non-resident and commercial parking on residential streets limited street parking for residents near their homes. The contained nature of the neighborhood indicates it is unlikely that the displaced commercial parking will impact other residential areas.

In March 2026, both a letter and survey were sent in English and Spanish to residents and residential property owners within the proposed RPP. 14 survey responses were received, a 54 percent response rate. 86 percent of respondents support the RPP and 14 percent opposed it.

Analyses support the establishment of a new RPP area on the following street segments (block faces are identified in Attachment A):

- Manzanita Street, Shasta Street to End (both sides)
- Shasta Street, Manzanita Street to Laurel Street (residential side)
- Laurel Street, Shasta Street to Hancock Street (odd address number side)
- Laurel Street, Hancock Street to El Camino Real (both sides)

If approved, the City will immediately implement the new RPP area in this Redwood Oaks neighborhood. This new area will be identified as RPP Area D. The implementation process includes: notifying residents and the neighborhood association, posting notices in the neighborhood, installing applicable parking signs, and updating the City's residential permit parking management software to add the new RPP. Enforcement of the parking regulations will begin approximately two months after applicable parking signs are installed. This delayed enforcement provides eligible residents at least two months to obtain parking permits.

If adopted, vehicles without a permit may park for a maximum of two hours in the new RPP Area. Per the City Municipal Code, the standard hours of enforcement are Monday through Friday (except holidays), from 7:00 a.m. to 6:00 p.m. During the first month of enforcement (two months after sign installation), the Police Department will issue warning citations to first-time violators who park longer than two hours without a valid residential parking permit. After the first month of enforcement, repeat violators will receive a citation.

Given the limited area included in the proposed RPP area, the Police Department will enforce the proposed RPP Area with existing staff and based on resource availability. Once established, RPP areas typically are enforced on a complaint basis.

EQUITY IMPACT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has been assessed in the following ways (check all that apply):

- Conducted community engagement with the population(s) most affected by this action
- Reviewed from similar or relevant past program or policy in Redwood City

FISCAL IMPACT

Establishment of the RPP has no anticipated direct cost to the General Fund. Budget for the assessment and implementation costs associated with this RPP is available in Parking Fund 681 – Residential Permit Parking Program (85131). Anticipated costs and funding for the assessment, implementation and ongoing administration and enforcement are included in Table 1.

Table 1: Estimated costs to establish an RPP for Redwood Oaks			
Category	***Amount***	***Funding Source***	***Resources***
RPP review, study, outreach, and assessment	$10,000	Fund 681 Program 85131	Reallocate existing resources
Purchase and installation of new poles and parking signs	$10,000	Fund 681 Program 85131	New cost
Administration of parking permits	$0	Fund 681 Program 85131	No additional cost
Enforcement	TBD – based on community complaints	Fund 150 Program 62131	Reallocate existing resources

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

The City Council may consider the following alternatives:

1. Choose to not adopt the proposed Resolution and ask staff to consider changes to the proposed permit area. This would cause delay in relief for the neighborhood residents who have worked with the City to date. Additional street segments can be added as needed through future resolutions if there is a desire to include them.

2. Choose to not adopt the proposed Resolution and ask staff to look into other actions to reduce the vehicles parked in the neighborhood. Alternative actions like code enforcement may be difficult to implement and require significant staff resources to achieve corrective actions.

ATTACHMENTS

Attachment A – Resolution Designating Residential Permit Parking Area “D” with Exhibit A

REPORT PREPARED BY:

Christian Hammack, Parking and Transportation Demand Manager
chammack@redwoodcity.org
(650) 780-7378

APPROVED BY:

Tanisha Werner, Engineering & Transportation Director
Patrick Heisinger, City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DESIGNATING RESIDENTIAL PERMIT PARKING AREA "D" FOR PARTS OF CERTAIN STREETS SOUTH OF WOODSIDE ROAD BETWEEN THE CALTRAIN RAILROAD TRACKS AND EL CAMINO REAL IN THE REDWOOD OAKS NEIGHBORHOOD; AND AUTHORIZING THE ERECTION OF APPROPRIATE SIGNS AND THE ISSUANCE OF PERMITS FOR SAID AREA

WHEREAS, The City of Redwood City in 1985 adopted the Residential Parking Permit Program codified in the City's Municipal Code in Chapter 20, Article 7, Division 11 to discourage long-term parking by people who do not live in the residential neighborhood; and

WHEREAS, the City received a petition requesting creation of a residential parking permit area in and around Manzanita and Shasta Street; and

WHEREAS, the City collected parking occupancy data which demonstrated that parking was being negatively impacted by the adjacent commercial areas, commute parkers, and excessive non-neighborhood vehicles; and

WHEREAS, the City surveyed residents and property owners within the area, with 52% responding and 85% supporting the creation of a residential parking permit area.

NOW, **THEREFORE**, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS**:

Section 1. Pursuant to the provisions of Division 11 of Chapter 20 of the Municipal Code of the City of Redwood City, the City hereby designates Residential Permit Parking Area "D" for parts of certain streets in the Redwood Oaks Neighborhood as indicated in Section 2 and as illustrated in Exhibit "A".

Section 2. The following streets and public right-of-ways or portions thereof, and the applicable time schedules (during which times it is unlawful for any person to park a vehicle for more than a consecutive period of two hours without a valid residential parking permit or temporary or guest permit) are hereby designated:

Shasta Street. West side, from Manzanita Street to Laurel Street - Mondays through Fridays between the hours of 7:00 a.m. and 6:00 p.m., holidays excluded.

Manzanita Street. Both sides, from Shasta Street to End of street - Mondays through Fridays between the hours of 7:00 a.m. and 6:00 p.m., holidays excluded.

Laurel Street.

a) North side, from Shasta Street to El Camino Real- Mondays through Fridays between the hours of 7:00 a.m. and 6:00 p.m., holidays excluded.

b) South side, from Hancock Street to El Camino Real- Mondays through Fridays between the hours of 7:00 a.m. and 6:00 p.m., holidays excluded.

Pursuant to the provisions of section 20.207 of the Municipal Code of the City of Redwood City, the City Manager shall order appropriate signs to be erected in the residential permit parking area designated by this resolution, indicating prominently thereon the days and hours during which the parking restrictions established by this resolution shall apply to vehicles without valid residential parking permits or temporary or guest permits.

Section 3. Pursuant to the provisions of Sections 20.201, 20.202 and 20.203 of the Municipal Code of the City of Redwood City, the Director of Finance shall issue residential parking permits and temporary or guest permits for the residential permit parking area designated by this resolution.

Section 4. This resolution is effective upon its adoption.

* * *

EXHIBIT A

WOODSIDE RD
MANZANITA ST
SHASTA ST
LAUREL ST
MANZANITA ST
WILLOW ST
HANCOCK ST
EL CAMINO REAL
CHARTER ST
LEGEND
PROPOSED RESIDENTIAL PERMIT PARKING ZONE

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Fiscal Year 2025-26 year-end budget amendments

SUMMARY

The Year-end Budget Amendments (YEBA) update revenues and expenditures to reflect actual fiscal year activity. Overall, the amendment results in a $3.4 million decrease in Citywide fund balance, driven primarily by a $3.8 million reduction in the General Fund fund balance.

RECOMMENDATION

Adopt a resolution appropriating and transferring certain funds for specified purposes to conform the budgeted amounts to actual revenues or expenditures for transactions that have occurred or are anticipated to occur during FY 2025-26.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City Council takes many actions throughout the fiscal year to modify the current fiscal year's Adopted Budget. In addition, as staff monitors actual revenues and expenditures during the fiscal year, projections are updated and budget adjustments are proposed as appropriate. Staff presents such changes to the City Council for approval twice a year: once at fiscal mid-year, and once at fiscal year-end.

ANALYSIS

The following table summarizes the recommended changes in budgeted appropriations for revenue, transfers, and expenditures by fund type. A detailed explanation of these revisions is provided in the exhibits to the resolution in Attachment A (Exhibit A – Changes in Revenues and Transfers In and Exhibit B – Changes in Expenditures and Transfers Out).

Summary of Recommended Budget Changes by Fund Type			
	Revenues $	**Expenditures $**	**Net Effect on Fund Balance**
General Fund	(2,638,756)	1,140,068	(3,778,824)
Special Revenue Fund	526,000	146,146	379,854
Capital Improvement Fund	784,891	750,000	34,891
Enterprise Fund	(5,000)	35,000	(40,000)
Internal Services Fund	300,515	300,515	-
Total	**$(1,032,350)**	**$2,371,729**	**$(3,404,079)**

General Fund

The YEBA results in a $3.8 million net reduction to the General Fund fund balance, including a $2.6 million net reduction in General Fund revenues and transfers-in. The biggest driver of the decrease in revenues is a $4.3 million reduction in Fire operating and grant revenues. This reduction is partially offset by increases in Parks & Recreation, Engineering & Transportation, Public Works, and Library operating and grant revenues.

General Fund expenditures increase by $1.1 million. This includes increases for the Library, Public Works, and Parks & Recreation that are offset by grant revenue. The YEBA also includes funding for Public Works for the Bay Trail Levee Resurfacing project, trash and recycling efforts, Engineering & Transportation program expenses, along with other technical changes to better align budget authority with accounts where the expenditures occur.

Special Revenue Funds

Special Revenue Funds revenues increase by $526,000 as a result of increased encroachment-related permit revenue in Engineering & Transportation.

Proposed expenditure increases totaling $146,146 include an $82,535 appropriation for the Police Department from the available restricted fund balance in the Federal Asset Forfeiture Fund. The remaining $63,611 in expenditure increases supports Housing-related projects, including Hoover Park project.

Capital Projects Funds

Capital Project Funds revenues increase by $784,891 increase thanks to a $34,891 increase for the Cordilleras Creek reimbursement from San Carlos and increased transfers from the General Fund, including $50,000 for the Broadway Pedestrian Mall and $700,000 for Red Morton Park turf replacement project.

The $750,000 increase in expenditures supports expenses related to the transfers-in from the General Fund.

Enterprise Funds

The Enterprise Fund includes a $5,000 revenue reduction in parking revenues and a $ 35,000 increase in expenditures for the Parking Fund the Recycled Water Fund.

Internal Services Funds

Revenues and expenditures for Internal Services Funds increase by $300,515 as a result of a transfers from the General Fund to support the purchase of four vehicles -- three trucks for Parks and one car for the Building Division.

FISCAL IMPACT

The net change in fund balance for each fund is shown in the Analysis Section of this report. Sufficient resources are available within the fund balance/net position in the respective funds or will be made available through grants or increased revenues that will be received this fiscal year to support these recommended appropriation adjustments.

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

The City Council could choose not to approve any or all of the recommended year-end budget adjustments. The impacts would vary depending upon the circumstances of each adjustment.

ATTACHMENTS

Attachment A – Resolution appropriating and transferring certain funds for specified purposes during FY 2025-26

REPORT PREPARED BY:

Mario Xuereb, Principal Analyst
mxuereb@redwoodcity.org
(650) 780-7075

APPROVED BY:

Beth Goldberg, Finance Director
Patrick Heisinger, City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROPRIATING AND TRANSFERRING CERTAIN FUNDS FOR SPECIFIED PURPOSES TO CONFORM THE BUDGETED AMOUNTS TO ACTUAL REVENUES OR EXPENDITURES FOR TRANSACTIONS THAT HAVE OCCURRED OR ARE ANTICIPATED TO OCCUR DURING FY 2025-26

WHEREAS, during the course of a fiscal year, the City Council may take actions that change or modify the City's existing and approved budgets; and

WHEREAS, grants and revenue are received during the course of the fiscal year which were not anticipated when the City's budgets were first approved; and

WHEREAS, appropriations need to be established in order for staff to utilize grants and revenues received; and

WHEREAS, generally, twice a year staff will present appropriation changes to the City Council for approval; and

WHEREAS, staff has presented written documentation, which is attached hereto as Exhibits "A" and "B" which sets forth in particularity the changes in revenues and the changes in expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby incorporated by this reference as if fully set forth in their entirety.

2. The following stated amounts, as set forth in full in Exhibits "A" and "B" which are attached hereto and made a part hereof, are hereby appropriated and transferred for specific purposes to conform the budgeted amounts to actual revenues or expenditures approved for transactions, which have occurred during fiscal year 2025-2026:

Summary of Recommended Budget Changes by Fund Type			
	Revenues $	**Expenditures $**	**Net Effect on Fund Balance**
General Fund	(2,638,756)	1,140,068	(3,778,824)
Special Revenue Fund	526,000	146,146	379,854
Capital Improvement Fund	784,891	750,000	34,891
Enterprise Fund	(5,000)	35,000	(40,000)
Internal Services Fund	300,515	300,515	-
Total	**$(1,032,350)**	**$2,371,729**	**$(3,404,079)**

This Council does hereby establish as the appropriation revisions for Fiscal Year 2025-2026.

3. The resolution shall be effective upon the date of its adoption.

* * *

Exhibit A

CITY OF REDWOOD CITY FY 2025-26

Changes in Revenues

June 22, 2026

General Fund

A-1	Community Development	Transfer from General Fund to the Internal Services Fund to cover the cost of a new vehicle for the Building Division	(35,515)
A-2	City Manager	Transfer from General Fund to the Capital Projects Fund to cover the cost of the mural project on Broadway Pedestrian Mall.	(50,000)
A-3	Engineering & Transportation	Recognize changes to anticipated transportation and parking revenue based on current year-to-date actual revenue received.	658,000
A-4	Fire	Approve the proposed revenue amendments to reduce and realign revenue projections across Fire Department accounts.	(498,543)
A-5	Fire	Reduction of revenue related to the SAFER grant for Fire. This amount represents the base budget for revenue not being reduced upon termination of the grant and grant funding being rolled over into the current year. This is a corrective action, and the correct amount of revenue has been received related to the SAFER grant.	(3,753,280)
A-6	Library	Increase revenue for money received from a donation from the foundation established by Andrew Carnegie, Carnegie Corporation of New York, awarding a $10,000 gift in commemoration of the 250th anniversary of the signing of the Declaration of Independence.	10,000
A-7	Library	Increase revenue account for a grant received from the Kiwanis Club.	3,000
A-8	Library	Recognize revenue for the Lunch at the Library Program.	15,750
A-9	Library	Recognize foundation funding for Makerspace and teen intern programs for casual staff to support library programming.	4,160
A-10	Library	Recognize revenue for Measure K reimbursement grant.	8,239
A-11	Library	Increase revenues for the Summer Learning Challenge program.	2,000
A-12	Parks, Recreation & Community Services	Increase recreation revenue to reflect updated projections based on year-to-date actuals.	1,045,000
A-13	Parks, Recreation & Community Services	Transfer $265,000 from the General Fund to the Internal Services Fund for the purchase of 3 trucks to replace end-of-life equipment.	(265,000)

A-14	Parks, Recreation & Community Services	Transfer $700,000 from the General Fund to the Capital Projects Fund for Turf field replacement at Red Morton Park	(700,000)
A-15	Parks, Recreation & Community Services	Increase of $225,000 for the Grove Foundation and Sand Hill Grants to support emergency financial assistance, vital food support, and safety net services at the Fair Oaks Community Center.	225,000
A-16	Parks, Recreation & Community Services	Increase revenues related to grant funds received from Silicon Valley Community Foundation/Weaver Goetz Family to support the Information and Referral Program at the Fair Oaks Community Center.	25,000
A-17	Parks, Recreation & Community Services	Increase revenues related to grant funds received from the Almanac Holiday Fund/Embarcadero Media grant to support the Information and Referral Program at the Fair Oaks Community Center.	34,500
A-18	Public Works	Increase revenue budget to recognize grant received from Peninsula Clean Energy for the Fleet Electrification Infrastructure Project	632,933
		Total General Fund	**(2,638,756)**

Special Revenue Funds

A-19	Engineering & Transportation	Recognize changes to anticipated transportation and parking revenue based on current year-to-date actual revenue received.	526,000
		Total Special Revenue Funds	**526,000**

Capital Project Funds

A-20	City Manager	Transfer from General Fund to the Capital Projects Fund to cover the cost of the mural project on Broadway Pedestrian Mall.	50,000
A-21	Parks, Recreation & Community Services	Transfer $700,000 from the General Fund to the Capital Projects Fund for Turf field replacement at Red Morton Park	700,000
A-22	Public Works	Increase revenues by $34,891 to accurately reflect revenues received from the City of San Carlos to reimburse the City of Redwood City for work completed at Cordilleras Creek.	34,891
		Total Capital Projects Funds	**784,891**

Enterprise Funds

A-23	Engineering & Transportation	Recognize changes to anticipated transportation and parking revenue based on current year-to-date actual revenue received.	(5,000)
		Total Enterprise Funds	**(5,000)**

Internal Services Funds

A-24	Community Development	Transfer from General Fund to the Internal Services Fund to cover the cost of a new vehicle for the Building Division	35,515
A-25	Parks, Recreation & Community Services	Transfer $265,000 from the General Fund to the Internal Services Fund for the purchase of 3 trucks to replace end-of-life equipment.	265,000
		Total Internal Services Funds	**300,515**

Total Revenue Changes	**(1,032,350)**

Exhibit B

CITY OF REDWOOD CITY FY 2025-26

Changes in Expenditures

June 22, 2026

General Fund

B-1	Community Development	Reduction of supplies in Community Development to cover the transfer from the General Fund to the Internal Services Fund to cover the cost of a new vehicle for the Building Division.	(35,515)
B-2	Community Development	Net Zero reallocation to move the budget to where actual spending occurred.	-
B-3	Community Development	Net Zero reallocation to move budget to move salary budget for a building Inspector to where the spending occurred.	-
B-4	City Manager	Reallocation of account usage for Homelessness to align with spending.	1
B-5	City Manager	Reallocation of account usage for Housing to align with spending.	-
B-6	City Manager	Reduction of supplies in the City Manager's Office to cover the transfer from the General Fund to the Capital Projects Fund to cover the cost of the Broadway Pedestrian Mall Public Art.	(50,000)
B-7	Engineering & Transportation	Previously, an expenditure budget for costs related to E&T review and inspection of permit-related work on behalf of permits managed by other departments was not budgeted. This work was also intended to be cost recovery and was unbudgeted. Sufficient revenue is available from these permits to fund these costs.	847,000
B-8	Fire	Approve the proposed budget amendments to reallocate funds between accounts to better align with current and projected expenditures through June 30.	-
B-9	Fire	Reduction of expenditures related to the SAFER grant for Fire. This adjustment ensures expenditures are aligned with the appropriate funding source, improves transparency in salary budgeting, and maintains the integrity of the SAFER grant structure.	(844,000)
B-10	Library	Increase associated expenditures for money received from a donation from the foundation established by Andrew Carnegie, Carnegie Corporation of New York, awarding a $10,000 gift in commemoration of the 250th anniversary of the signing of the Declaration of Independence.	10,000
B-11	Library	Increase expenditures account for a grant received from the Kiwanis Club.	3,000
B-12	Library	Increase expenditures for the Lunch at the Library Program.	15,750
B-13	Library	Increase expenditures for Makerspace and teen intern programs for casual staff to support library programming.	4,160
B-14	Library	Increase expenditures for Measure K reimbursement grant.	8,239

B-15	Library	Increase expenditures for the Summer Learning Challenge program.	2,000
B-16	Library	Transfer $6,000 from the Library Materials budget to Supplies and Services to align expenditures with the appropriate account coding.	-
B-17	Parks, Recreation & Community Services	Increase recreation expenditures budgets to reflect updated projections based on year-to-date actuals.	1,032,000
B-18	Parks, Recreation & Community Services	Reduction of supplies in Parks, Recreation & Community Services to cover the transfer from the General Fund to the Internal Services Fund to cover the cost of three new vehicles for the Parks Division.	(265,000)
B-19	Parks, Recreation & Community Services	Reallocate PRCS facility expense budget to reflect actual expenditures at each community center. Expenditures in FY25-26 included new gym flooring at the Red Morton Community Center, IT equipment, locksmith, and other operational services needed to open the new Veterans Memorial Building/Senior Center.	-
B-20	Parks, Recreation & Community Services	Reduction of supplies in Parks, Recreation & Community Services to cover the transfer from the General Fund to the Capital Projects Fund to cover the cost of turf replacement at Red Morton Park.	(700,000)
B-21	Parks, Recreation & Community Services	Increase expenditure budget by $225,000 for the Grove Foundation and Sand Hill Grants to support emergency financial assistance, vital food support, and safety net services to be administered by the for Information and Referral team at the Fair Oaks Community Center.	255,000
B-22	Parks, Recreation & Community Services	Increase revenue and expenditure budget to appropriate grant funds received from Silicon Valley Community Foundation/Weaver Goetz Family to support the Information and Referral Program at the Fair Oaks Community Center.	25,000
B-23	Parks, Recreation & Community Services	Increase expenditure budgets to appropriate the Almanac Holiday Fund/Embarcadero Media grant to support the Information and Referral Program at the Fair Oaks Community Center.	34,500
B-24	Parks, Recreation & Community Services	Approve the proposed budget transfer from unused department administrative funds to the Parks personnel costs for vegetation management and fire mitigation work in the amount of $85,000.	-
B-25	Public Works	Approve funding in the amount of $15,000 for a one-time increase in expenditures in the Trash and Recycling Efforts Program.	15,000
B-26	Public Works	Approve funding in the amount of $150,000 for a temporary repair of the Bay Trail segment to stabilize the area and restore limited public access.	150,000
B-27	Public Works	Increase expenditure budget to recognize grant received from Peninsula Clean Energy for the Fleet Electrification Infrastructure Project.	632,933
		Total General Fund	**1,140,068**

Special Revenue Funds

B-28	City Manager	This proposal allocates CDBG interest income to the Villa Montgomery Elevator project ($26,514) and to Hoover Park ($37,097) to reduce the City's contribution from CIP funds.	63,611

B-29	Engineering & Transportation	Transfer $856,904 from 219.705.72764.54900 to 219.705.70523.54900 to ensure that funding is spent in accordance with the approved grant budget.	-
B-30	Police	This request appropriates $82,535 from the available restricted fund balance in the Federal Asset Forfeiture Fund.	82,535
		Total Special Revenue Funds	**146,146**

Capital Projects Funds

B-31	City Manager	Appropriation of expenditures for the mural project on Broadway Pedestrian Mall.	50,000
B-32	Parks, Recreation & Community Services	Appropriation of expenditures for Turf field replacement at Red Morton Park.	700,000
		Total Capital Projects Funds	**750,000**

Enterprise Funds

B-33	Engineering & Transportation	This proposal transfers the remaining program balance to a new, clearly named 'Sewer Capacity Improvements Program.' This transparent naming facilitates grouping similar projects for better program management, with each project budgeted and managed through specific activity codes.	-
B-34	Engineering & Transportation	Recognize changes to anticipated transportation and parking expenditures based on current year-to-date actual revenue received.	5,000
B-35	Public Works	Approved funding of $30,000 for a one-time increase in outside legal services for the recycled water program.	30,000
		Total Enterprise Funds	**35,000**

Internal Services Funds

B-36	Community Development	Appropriation of expenditures for the cost of a new vehicle for the Building Division.	35,515
B-37	Parks, Recreation & Community Services	Appropriation of expenditures for the cost of three new vehicles for the Parks Division.	265,000
		Total Internal Services Funds	**300,515**

Total Expenditure Changes	**2,371,729**

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Approve the purchase of up to 25 thermal traffic signal video detection and monitoring systems from Control Tech West, Inc. to upgrade the traffic signal operation system

SUMMARY

The City is upgrading its traffic signal detection system for safer and more efficient traffic flow. To improve detection accuracy of vehicles, pedestrians and bicyclists; maximize monitoring flexibility; and reduce maintenance costs, the City is transitioning from in-pavement detection to thermal video detection.

This purchase agreement allows the City to upgrade its detection system at 25 intersections over the next three years. Replacement will occur as part of upcoming pavement and roadway improvement projects.

RECOMMENDATION

By motion, approve and authorize the City Manager to execute the Purchase Agreement for Goods, Commodities, and Services with Control Tech West, Inc. for the purchase of up to 25 thermal traffic signal video detection and monitoring systems for a not-to-exceed total price of $727,500 to upgrade the traffic signal operation system.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

The City installs traffic signal detection systems at intersections to detect the presence of vehicles, pedestrians and bicyclists. These systems are intended to enhance the efficiency of traffic operations

while also improving safety for vehicles, pedestrians and bicyclists. Traffic signal detection systems are installed and upgraded in conjunction with pavement improvement projects in order to avoid saw-cutting newly constructed or rehabilitated pavement, improve bicycle and pedestrian detection and safety, and accommodate construction staging activities.

Traditional analog and Internet Protocol (IP)-based image cameras may fail during inclement weather and sun occlusion conditions. Traditional systems also require increased maintenance related to vehicular wear and inclement weather on the roadways. After reviewing different products, the City concluded that thermal imaging traffic signal video detection systems provide greater accuracy and reliability.

ANALYSIS

The City released a Notice Inviting Bids (NIB) on February 5, 2026, for thermal imaging traffic signal video detection and monitoring systems. The NIB included an option to procure traffic signal monitoring equipment equivalent to an Advanced Traffic Management System (ATMS). The ATMS would allow the City to securely and remotely monitor traffic signal status, troubleshoot the thermal detection systems, adjust detection zones, and adjust traffic signal controller timing at newer traffic signal controllers. Planned firmware upgrades will provide the City with traffic data collection and signal performance analyses for ongoing traffic operation improvements.

The NIB closed on February 26, 2026. One bid was received. After reviewing the submitted bid documents, staff determined Control Tech West, Inc., the sole bidder, as a responsive bidder.

The bid was itemized into various components of the thermal imaging traffic signal video detection system. A typical four-leg intersection with one camera per intersection approach would cost approximately $22,500 for the equipment.

The proposed agreement includes up to 25 systems for pavement projects over the next three fiscal years. Installation of the equipment will be performed using an existing on-call traffic signal maintenance contract.

As proposed, the City will purchase equipment as-needed over the next three years to support the annual pavement management program. An initial procurement of nine systems is anticipated for the signalized intersections identified in the 2026-2027 pavement management program (below). Subsequent purchases will be made as needed, with a total of up to 25 intersections expected to be equipped during the contract term.

- Broadway at Winslow Street
- Broadway at Spring Street/Maple Street
- Broadway & Chestnut Street
- Industrial Road & G Street
- Whipple Avenue & Veterans Boulevard
- Whipple Avenue & Industrial Road-Winslow Street
- Whipple Avenue & Arguello Street

- Whipple Avenue & Alameda de las Pulgas
- Winslow Street & Brewster Street

EQUITY IMPACT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Reviewed from similar or relevant past program or policy in Redwood City
- Reviewed data from a similar program or policy in another jurisdiction
- Reviewed data related to a standard or emerging best practice

FISCAL IMPACT

There is no anticipated impact to the General Fund. The proposed thermal traffic signal video detection and monitoring system award in the amount up to $727,500 and associated installation costs are budgeted and available in the Capital Outlay Fund 357 and Measure A Fund 262 – Traffic Signal Replacement Program (Program 70275). Equipment will be procured as needed for individual pavement projects.

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

The City Council may choose not to approve the recommended contract award. Alternative options may include:

1. Reinstall inductive traffic loops at traffic signals (approximately $3,500 each in addition to maintenance costs). This alternative would cost approximately $290,000 for 2026-2027 pavement projects, in addition to maintenance costs.
2. Include a comparable thermal traffic signal video detection and monitoring system in each pavement project bid package. Purchase will be through the construction contractor, and it will be higher than direct purchase from the vendor. With this option, the equipment would be purchased through the construction contract, resulting in a higher cost per intersection, compared to a direct purchase from the vendor.

ATTACHMENTS

Attachment A – Control Tech West, Inc. Purchase Agreement for Goods, Commodities, and Services

REPORT PREPARED BY:

Malahat Owrang, Principal Transportation Planner
mowrang@redwoodcity.org
(650) 780-7245

APPROVED BY:

Tanisha Werner, Engineering & Transportation Director
Patrick Heisinger, City Manager

PURCHASE AGREEMENT
CONTROL TECH WEST, INC.
FOR GOODS, COMMODITIES, AND SERVICES

This Purchase Agreement for goods, commodities and services ("Purchase Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and between Control Tech West, Inc., a Florida corporation doing business in California as "Control Tech Solutions: ("Vendor"), and the City of Redwood City, a California charter city and municipal corporation ("City"). City and Vendor are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

RECITALS

A. Following a solicitation process, Vendor submitted the lowest responsive and responsible bid received by City.

B. The City Council of Redwood City approved City's purchase of FLIR Thermal Image Traffic Signal Video Detection and Monitoring systems from Vendor on June 22, 2026.

C. City now desires to purchase the agreed upon goods and services from Vendor pursuant to the terms and conditions of this Purchase Agreement.

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

1. Purchase of Goods and Services. City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and to provide any services related to the installation or delivery of the Goods ("Services") set forth in (i) Exhibit A to this Purchase Agreement, (ii) City's Notice Inviting Sealed Bids ("City's Bid Documents") and (iii) Vendor's Bid in response thereto ("Vendor's Bid"). City's Bid Documents and Vendor's Bid will be referred to collectively as the "Bid Documents." The Goods will be in compliance with all of the standards and specifications set forth in Exhibit A and the Bid Documents, and the Services will be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent will be as follows: (i) specifications set forth in Exhibit A to this Purchase Agreement, (ii) City's Bid Documents; and (iii) Vendor's Bid. There will be no substitution of Goods or Services without the prior written authorization of City.

2. Delivery Date. The Goods must be shipped and must arrive at the destination specified in Section 16 of this Purchase Agreement or as otherwise specified by City. Services must be provided by Vendor by the request date specified by City ("Required Delivery Date"). Any failure by Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Agreement and City may cancel any Goods not delivered in a timely manner without liability. Vendor must notify City immediately if

Vendor reasonably believes Vendor will not be able to meet the Required Delivery Date for any reason and provide City with a schedule that Vendor reasonably believes it will be able to meet. It is within City's discretion whether it will accept the revised schedule.

3. Purchase Price. The purchase price for the Goods and Services will be Seven Hundred Twenty Seven Thousand and Five Hundred Dollars ($727,500) made in multiple installments pursuant to a City purchase orders made out to Vendor. Payment will be due forty-five (45) days from City's receipt of an invoice for the Goods and Services, provided that Vendor will not invoice City until all Goods have been delivered and accepted in accordance with the terms of the Purchase Agreement. Vendor represents that the prices quoted to or paid by City will not exceed current prices charged to any other customer by Vendor on the Effective Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration. Vendor will immediately refund any amounts paid by City in excess of such current prices. Unless otherwise noted in this Agreement or the Bid Documents, the purchase price will include all shipping and delivery costs.

4. Cancellation and Termination. City may terminate or cancel this Purchase Agreement, or any portion thereof, at any time prior to delivery, with or without cause, by giving Vendor written notice. Cancellation or termination will become effective immediately upon the giving of notice by personal delivery or mail. If Vendor breaches the Purchase Agreement, City may terminate the Purchase Agreement immediately without notice, may reduce payment to Vendor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Upon termination of this Purchase Agreement by City for any reason, City may require Vendor to provide all finished or unfinished goods, documents, data, diagrams, drawings, materials or other matter prepared or built by Vendor in connection with its performance of this Purchase Agreement. Upon termination of this Purchase Agreement by City for any reason, City will pay only for Goods or Services ordered and accepted by City. Any payments made in advance will be returned to City on a prorated basis. Vendor may not terminate this Purchase Agreement except for cause.

5. Delivery Risk of Loss. All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods will remain with Vendor until the Goods have been delivered to and accepted by City. All Goods will be received by City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. City will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. City may reject any Goods that do not conform to the terms and conditions of the Bid Documents. City may return any rejected Goods to Vendor at Vendor's risk and expense.

6. Force Majeure. City may delay delivery or acceptance of Goods and Services occasioned by causes beyond its control. Vendor will hold such Goods and Services at

the direction of City and will deliver/perform them when the cause affecting the delay has been removed.

7. Invoices. Vendor must mail an invoice to City at the address specified in Section 16 of this Purchase Agreement no later than the 5th day after delivery and acceptance by City. Vendor must issue separate invoices for each shipment made pursuant to this Purchase Agreement. Invoices must contain a description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth in Section 9 of this Purchase Agreement.

8. Packing and Shipping. Deliveries must be made as specified, without charge for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. Packing lists specifying the quantity and description of the Goods must accompany each box or packing shipment. City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City will be shipped in separate boxes or containers for each destination, at no charge.

9. Taxes. Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in this Purchase Agreement, the purchase price will be considered to include state and City sales or use tax.

10. Warranty. Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, free from defect, and having good, marketable title. Unless manufactured pursuant to detailed design furnished by City, Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by City, and that such Goods if installed by Vendor will conform to applicable specifications. Vendor's warranties, together with its service guarantees, must run to City and its customers or users of the Goods and Services and must not be deemed exclusive. City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time. For a period of thirty six (36) months after acceptance of the Goods and Services by City, Vendor will replace or repair any defective Goods and perform any related Services at City's location, at no expense to City. If Vendor elects to repair defective goods, but cannot repair them at City's location, Vendor will transport/ship the defective goods to a repair facility. Vendor must repair and return the repaired goods to City within seventy-two (72) hours of a call for service. If Vendor fails to comply within seventy-two (72) hours, Vendor will provide substitute goods of equal type and quality until City's Goods are returned in satisfactory operating condition to City's satisfaction.

11. Intellectual Property Warranty. Vendor represents and warrants that the Goods and any other materials or deliverables provided under this Agreement are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain.

12. Changes. City may, by written notice, change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, Vendor will promptly make the changes in accordance with the terms of the notice. If any change causes a change in the cost of performance or in the time required for performance, the Parties must promptly negotiate an equitable adjustment and amend the Purchase Agreement accordingly. Vendor must deliver to City as promptly as possible, and in any event, within thirty (30) days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; within an additional thirty (30) days, Vendor must supplement the statement with detailed specifications of the adjustment amount and supporting cost figures. Vendor's failure to submit a statement or supplement within these time limits will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete, and without change in delivery schedules.

13. Business License. Vendor must obtain a City business license, unless Vendor qualifies for an exemption.

14. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

15. Indemnity. Except as to the sole negligence, active negligence or willful misconduct of City, Vendor will defend, indemnify, and hold harmless (collectively, "Indemnify") City, and its employees, officers, managers, agents and council members (collectively, "Indemnitees"), against and from any loss, damage, claim for damage, liability, expense or cost, including attorneys' fees (collectively, "Losses"), which arises out of, is related to, or is in any manner connected with the Goods and Services and/or the performance of work, activities, operations or duties of Vendor, or anyone employed by or working under Vendor, and from all Losses by anyone employed by or working under Vendor for services rendered to Vendor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision will, without limitation, apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor. Losses will include, without limitation, allegations that the Goods are defective in manufacture or design and allegations that the Goods or Services infringe any patent or other intellectual property right belonging to a third party.

Vendor will promptly defend the Indemnitees pursuant to this Section, whether or not applicable claims, allegations, lawsuits or proceedings (collectively, "Proceedings") have merit or are meritless, and whether or not such Proceedings involve claims or allegations that any of the Indemnitees were actively, passively or concurrently negligent, or which

otherwise assert that the Indemnitees are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from City, and with well qualified, adequately insured and experienced legal counsel acceptable to City.

The Parties expressly agree that any payment, attorneys' fees, costs or expense that City incurs or makes to or on behalf of an injured employee under City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section will survive the expiration or early termination of the Agreement.

16. Contract Administration and Notice. This Purchase Agreement shall be administered on behalf of the City by the Engineering & Transportation Department, . Any written notice between the Parties shall be sent to:

City of Redwood City Attention: Tanisha Werner Director of Engineering & Transportation Department 1017 Middlefield Road Redwood City, CA 94063	Control Tech West, Inc. Attention: Brenda Fonzo PO Box 54 Tillamook, OR 97141

Except as otherwise stated, all notices to be provided or that may be provided under this Purchase Agreement must be in writing and delivered by regular and certified mail. 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.

17. Interpretation. The terms of this Purchase Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Agreement or any other rule of construction that might otherwise apply.

18. 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. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county or state.

19. Nontransferability. Vendor may not transfer or assign this Purchase Agreement, without the prior written approval of the City Manager or designee, which the City Manager or designee may grant or withhold in their sole discretion.

20. Designs; Drawings; Blueprints. If the Goods are to be produced by Vendor in accordance with designs, drawings or blueprints furnished by City, Vendor will return the same to City upon completion or cancellation of this Purchase Agreement. Vendor will not use such designs, drawings or blueprints in the production of materials for any third

party without City's written consent. Such designs, drawings or blueprints involve valuable property rights of City and will be held confidential by Vendor.

21. Compliance with Applicable Law. Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Agreement, including the payment of prevailing wages when required.

22. Integration; Amendment. This Purchase Agreement represents the entire understanding of City and Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Agreement. No other standard terms and conditions of either party shall apply to this Agreement unless incorporated herein by reference. This Purchase Agreement may only be modified by a change order submitted by City pursuant to Section 12 or a written amendment executed by both Parties.

23. Insurance. Subject to the discretion of the City Manager or designee, Vendor may be required to provide, prior to the performance of Services required by this Purchase Agreement, the following minimum levels of insurance set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

24. Waiver. The waiver of any term, condition or provision hereof will not be construed to be a waiver of any other such term, condition or provision, nor will such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

25. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature page follows)

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

CITY OF REDWOOD CITY

_____
Patrick Heisinger, City Manager

ATTEST:

_____
Yessika Castro, City Clerk

VENDOR
Control Tech West, Inc.

By: Michael R. Day
Michael R. Day (May 21, 2026 16:59:12 EDT)

Name: Michael R. Day

Title: President

If required by City, proper notarial acknowledgment of execution by Vendor 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.

Exhibit "A"

INSURANCE

1. Insurance. Vendor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with delivery of the Goods or performance of the Services by Vendor or Vendor's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

1.1 Coverages and Limits. Vendor, at its sole expense, will maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Vendor's indemnification obligations under this Agreement.

1.1.1. Commercial General Liability Insurance. Vendor will maintain occurrence based coverage with limits not less than $2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Master Purchase Agreement, or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

1.1.2. Business Automobile Liability Insurance. Vendor will maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

1.1.3. Workers' Compensation and Employer's Liability Insurance. Vendor will maintain coverage as required by the California Labor Code and Employer's Liability limits with limits not less than $1,000,000 per each accident for bodily injury or disease.

1.2 Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Vendor providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

1.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Vendor will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Vendor commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

1.4 Failure to Maintain Coverage. If Vendor fails to comply with these insurance requirements, then City will have the option to declare Vendor in breach.

1.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

List of Items (Sales Tax is Not Included)

Item Number	Quantity	Description	Unit Price	Line Total
1	100	PN: 7250-2632-AI | FLIR TRAFISENSE AI 632 W/ SUNSHIELD (10-7756) or AI 645 W/ SUNSHIELD (10-7754)	$4,665.00	$466,500.00
2	25	PN: 7250-351 | FLIR TI BPL3 EDGE CARD (10-7722) - BIU & SIU INTERFACE INCLUDED	$1,270.00	$31,750.00
3	25	FLIR IoT Smart Panel	$3,500.00	$87,500.00
4	25	FLIR IoT Cloud Platform Service	$600.00	$15,000.00
5	25	PN: 2340-XXX | SDLC CABLE - 15 PIN TO XX PIN - PINOUT VARIOUS	$160.00	$4,000.00
6	25000	PN: WIRE-C-1803SDWB | 18 GAUGE 3 CONDUCTOR CABLE, 600V SHIELDED	$1.20	$30,000.00
7	25	PN: 2285-411 | 5 AMP, 48V POWER SUPPLY, BREAKER, FUSE, KIT ON DIN RAIL	$140.00	$3,500.00
8	25	PN: 2285-194 | PHOENIX 4 POSITION TERMINAL BLOCK	$110.00	$2,750.00
9	100	PN: 8500-ASTRO-TRAFI | PELCO POLE AND BASE	$240.00	$24,000.00
10	25	FLIR IoT Smart Panel Installation	$1,000.00	$25,000.00
11	25	Site Support - Installation of Thermal Sensors and TI-BPL3 Modules*	$1,500.00**	$37,500.00
TOTAL				**$727,500.00**

** Daytime Site Support is $1,500 per mobilization, not to exceed 8 hours on-site. Daytime Support is defined as Mon-Fri between the hours of 7am - 5pm.*

***Weekend & Nighttime Site Support is $2,000 per mobilization, not to exceed 8 hours on-site. Weekend Site Support is defined as any hour on Sat or Sun & Nighttime Support is defined as Mon-Fri between the hours of 5pm - 7am.*

The above cost table includes ground freight to the western US.

The City is planning to purchase a minimum of ten (10) systems (not including smart panel and cloud system) for planned 2026 projects, and up to a maximum of 25 systems through 2028 for future projects. Vendor for this project will remain on contract through December 2028 for equipment and purchases as needed.

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Authorization for the disposal of surplus personal property

SUMMARY

Public Works Services (PWS) requests City Council authorization to declare the items listed in Attachment A as surplus personal property. Approval will allow disposal of City-owned vehicles and equipment no longer in service in accordance with Ordinance 2477.

RECOMMENDATION

By motion, declare personal property listed in Attachment A as surplus personal property which may be disposed of in accordance with Article V of Chapter 2 of the Redwood City Municipal Code.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On February 10, 2020, the City Council adopted Ordinance 2477, which went into effect on March 11, 2020. The Ordinance defined and established procedures for the disposition of surplus personal property belonging to the City. Ordinance 2477 requires that PWS submit the list of proposed surplus personal property for the City Council's approval before taking further action.

ANALYSIS

Attachment A provides proposed surplus personal property identified by PWS for disposition. This list consists of City-owned vehicles and equipment from various departments that are no longer in service. If the proposed list is approved, the City will dispose of all items listed in accordance with the approved methods outlined in Ordinance 2477.

EQUITY IMPACT STATEMENT

The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Relevant data not currently available

FISCAL IMPACT

Costs associated with the disposal of the listed items will be minimal. All proceeds received from the sale of surplus vehicles and equipment will be deposited in the Equipment Services Fund and be allocated by department for each surplus item.

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

The City Council may elect not to declare any or all of the items on Attachment A as surplus personal property or direct staff to present other options for disposal.

ATTACHMENTS

Attachment A – List of surplus personal property
Attachment B – Ordinance 2477

REPORT PREPARED BY:

Cindy Salas, Management Analyst II
csalas@redwoodcity.org
(650) 780-5742

APPROVED BY:

Adrian Lee, Interim Public Works Director
Patrick Heisinger, City Manager

ATTACHMENT A
Surplus Personal Property List
FY25-26

Property Number (if applicable)	Qty.	Property Description	Serial Number (if applicable)	Reason
1838	1	2008 Ford Dump Truck	3FRXX75V68V662176	Exceed Amortization
3526	1	1996 Jacobson Trailer	1J9DE2E17TF015004	Scheduled Replacement
9231	1	2011 Ford Patrol Car Crown Victoria	2FABP7BVXBX112305	Scheduled Replacement
9266	1	2016 Ford Patrol Car Explorer	1FM5K8AR5GGB81444	Scheduled Replacement
9436	1	2016 Ford Patrol Car Explorer	1FM5K8AR7GGB81445	Scheduled Replacement
9396	1	2016 Ford Patrol Car Explorer	1FM5K8AR8GGB81440	Scheduled Replacement
9217	1	2017 Ford Patrol Car Explorer	1FM5K8AR6HGD59220	Scheduled Replacement
9357	1	2017 Ford Patrol Car Explorer	1FM5K8AR6HGD59217	Scheduled Replacement
1759	1	2009 Ford F-350 Utility Truck	1FDWX36R49EB22952	Scheduled Replacement
1175	1	2005 Toyota Prius	JTDKB20U753074779	Scheduled Replacement
1155	1	2005 Toyota Prius	JTDKB20U053077085	Scheduled Replacement
2205	1	2005 Toyota Prius	JTDKB20U153086538	Scheduled Replacement
1055	1	2005 Toyota Prius	JTDKB20U153077998	Scheduled Replacement
6028	1	2018 Wacker Portable Water Pump	24440461	Scheduled Replacement
3425	1	2005 Carlton Stump Cutter	1J9B1122X01167556	Scheduled Replacement
7003	1	2006 Wacker Portable Water Pump	GCABT-2252823	Scheduled Replacement
2688	1	2018 Toro Mower	402252351	Scheduled Replacement
N/A	5	Miscellaneous Gym Equipment	N/A	Damaged/Non-functional

ORDINANCE NO. 2477

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ARTICLE V OF CHAPTER 2 OF THE REDWOOD CITY MUNICIPAL CODE TO RETITLE IT AND ADD PROCEDURES FOR THE DISPOSITION OF SURPLUS PERSONAL PROPERTY

WHEREAS, Section 3-1/2 of the Redwood City Charter provides that the City may dispose of its personal property for the common benefit subject to any provisions that the City Council may enact by ordinance; and

WHEREAS, the City wishes to amend Redwood City Municipal Code, Chapter 2, Article V (Disposition and Acquisition of Real Property) to retitle it and to add procedures for the disposition of the City's surplus personal property.

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 incorporated herein by this reference as if fully set forth in their entirety.

Section 2. This proposed Ordinance has 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 Ordinance is not a project under CEQA Guidelines Section 15378 because it involves organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

Section 3. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion or sections of the Ordinance. The City Council of the City of Redwood City hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 4. The City Council of the City of Redwood City adopts the Ordinance by adding the text shown in underline (example) and deleting the text shown in strikeout (~~example~~), as shown in Exhibit A, which is attached hereto and incorporated herein by reference. Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 5. This Ordinance shall go into effect 30 days following its adoption.

* * *

EXHIBIT "A"

ARTICLE V. - DISPOSITION AND ACQUISITION OF SURPLUS REAL PROPERTY AND SURPLUS PERSONAL PROPERTY

Sec. 2.42. - ~~[PURPOSE:]~~ SURPLUS LAND:

For the purpose of this Article, Surplus Land means the following:

A. "Land" means real property or a real property interest.

B. Subject to the exemptions or exclusions set forth in the state Surplus Land Act, (Cal. Government Code § 54220, et seq.) as it may be amended from time to time, "Surplus Land" means any Land that is not required to fulfill the mission of a City department, commission or agency with jurisdiction or control of such Land or that is not required to fulfill the mission of another governmental agency pursuant to an inter-governmental transfer.

C. The following is not "Surplus Land":

1. Land with a continuing obligation upon the land such as a parking covenant.

2. Land for which the City has a specific purpose even if it will not be used as a City facility. A specific purpose includes but is not limited to any of the following:

a. To dispose of the Land in such a way that the City secures certain community benefits which benefits may be defined by the City Council pursuant to a resolution at the time it approves a sale or other disposition of the Land;

b. To control the development of the land in order to serve the interests of the City; or

c. To control the development of the land in order to serve the common benefit which may include but is not limited to stimulating the growth and development of the City; to make Land available for affordable housing; to make Land available for a better or more compatible use; to diminish blight or redevelop an area; to sell the Land in order to increase City revenues; or to use the Land to accomplish an implementation of a General Plan objective, goal or policy.

Secs. 2.43—~~2.52. - RESERVED~~ SURPLUS PERSONAL PROPERTY:

For the purpose of this Article, Surplus Personal Property means the following:

A. "Personal Property" means personal property, excluding money, animals, firearms, and library materials, belonging to the City. Money, animals, firearms, and library

materials belonging to the City may be disposed of without Council approval and in the manner deemed appropriate by the City Manager or their designee(s).

B. "Surplus" means obsolete, worn out, no longer used, or are unsuitable for use.

Sec. 2.44 – SUPERINTENDENT:

For purposes of this Article, Superintendent means the Public Works Services Fleet and Facilities Superintendent.

Sec. 2.45. - DECLARATION OF SURPLUS PERSONAL PROPERTY:

A. A department head may, from time to time, submit to the Superintendent personal property that is no longer used or suitable for use by such department. The Superintendent shall take physical possession of the personal property, and is authorized to transfer the personal property to another City department for use by that department or to include the personal property on the list to be reported to the City Council as set forth in subsection C of this section.

B. Within the third quarter of each fiscal year, the Superintendent shall identify the vehicles and motorized equipment belonging to the City that is no longer suitable for use by the City and include such personal property on the list to be reported to the City Council as set forth in subsection C of this section.

C. On an as-needed basis, a list of personal property shall be reported to the City Council, and the City Council may declare any or all of the listed items as surplus personal property.

Sec. 2.46. - METHODS OF DISPOSITION FOR DECLARED SURPLUS PERSONAL PROPERTY:

A. The Superintendent is authorized to dispose of declared surplus personal property by any one or more of the following methods:

1. Donation. Usable surplus personal property which does not exceed an estimated fair market value of $10,000 per unit may be donated to a government affiliate or non-profit organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986. Priority shall be given to government affiliates or non-profit organizations that support City programs. Donations of surplus vehicles and motorized equipment, in the aggregate, shall not to exceed $50,000 per fiscal year.

   Notwithstanding the foregoing, the City Manager may approve donation of surplus personal property with an estimated fair market value of up to $100,000 per unit to a government affiliate or non-profit organization exempt under Section 501(c) (3) of the Internal Revenue Code of 1986, and the City Manager

may approve donations of surplus vehicles and motorized equipment, in the aggregate, of up to $100,000 per fiscal year. A government affiliate or non-profit organization that receives in a single fiscal year donated surplus personal property exceeding an estimated fair market value of $10,000 per unit or exceeding $50,000, in the aggregate, shall not be eligible for donations of surplus personal property the following fiscal year.

All donations pursuant to this subsection shall be without warranty, express or implied, and the donee shall agree to defend, indemnify and hold harmless the City, its City Council, officers and employees, from any claim, cause of action, damage, loss or liability arising out of the condition of the personal property or its use by the donee or subsequent transferee.

2. Sale. Surplus personal property may be sold by public auction, competitive sealed bids, negotiated sale or sold for scrap. All surplus personal property offered for sale shall be "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. City employees are prohibited from purchasing surplus personal property.

3. Exchange or trade. Surplus personal property may be exchanged for other personal property of at least equal value or traded in as part of consideration to be paid for other property.

4. Recycle, destroy, or discard. When the cost of following the above methods exceeds the estimated sale, exchange or trade price of surplus personal property, the property may be recycled, destroyed, or discarded as junk. The department that requested disposition of the item will pay the associated disposal fees, if applicable.

Sec. 2.47. - PROCEEDS FROM THE DISPOSITION OF DECLARED SURPLUS PERSONAL PROPERTY:

Revenue from the sale of declared surplus personal property shall be returned to the appropriate fund. All sales shall be paid to the City by certified check, money order, or in a manner agreeable to the City Manager. The City Manager or their designee is authorized to sign bills of sale and any other documents evidencing the transfer of title to such City property by and on behalf of the City.

Secs. 2.438 - 2.52. - RESERVED:

ORDINANCE NO. 2477

At a Joint City Council/Successor Agency Board/Public Financing Authority Meeting thereof held on the 10th day of February 2020 by the following votes:

AYES, and in favor of the passage and adoption of the foregoing ordinance:

AYES:	Aguirre, Bain, Borgens, Hale, Howard, Masur and Reddy
NOES:	None
ABSENT:	None
ABSTAINED:	None
RECUSED:	None

Diane Howard
Mayor of the City of Redwood City

Attest:

Pamela Aguilar, CMC
City Clerk of Redwood City

I hereby approve the foregoing Ordinance
this 11th day of February 2020.

Diane Howard
Mayor of the City of Redwood City

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Resolution calling the November 3, 2026 General Municipal Election for the election of three municipal officers (City Council Members) in Council districts 2, 5, and 6; resolution requesting the San Mateo County Board of Supervisors consolidate said election with the November 3, 2026 Statewide General Election and authorize the City Manager to execute a services agreement with the County Elections Official to provide election services; and resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters

SUMMARY

The City Charter requires general municipal elections to be held on the first Tuesday following the first Monday in November of each even-numbered year for the purpose of electing municipal officers (City Council Members) by district. During the November 3, 2026 election, voters in City Council districts 2, 5, and 6 will vote to elect their respective City Council Members, each for a full-term of four years. Redwood City municipal elections have historically been consolidated with and administered by the San Mateo County Elections Official. As the local elections official, the City Clerk recommends continuing this practice to ensure cost-efficiency, uniform election procedures, and to ensure adequate staff support for all aspects of election provision. To call the election and seek approval from the San Mateo County Board of Supervisors to consolidate said election, staff seeks City Council approval of three resolutions and authorization to execute an agreement with the San Mateo County Elections Official for specified election services.

RECOMMENDATION

By motion:

1. Adopt a resolution calling for a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of three municipal officers for seats in City Council districts 2, 5, and 6 to be voted on by voters who reside in those districts as required by the City Charter and the laws of the State of California;

2. Adopt a resolution requesting the Board of Supervisors of the County of San Mateo to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election, requesting the County to render specified services to the City and authorizing the City Manager to execute a contract with the County for such services; and
3. Adopt a resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at the election to be held on Tuesday, November 3, 2026.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The law requires a General Municipal Election to be held on the first Tuesday following the first Monday in November of even years to elect City Council Members to the City Council. During the election to be held on Tuesday, November 3, 2026, voters in City Council districts 2, 5, and 6 will elect a City Council Member to represent their respective districts, each for a term of four years.

ANALYSIS

Staff recommend the City Council adopt a resolution calling for a General Municipal Election to be held on November 3, 2026 (Attachment A), for the election of three municipal officers (City Council Members). Further, the California Elections Code provides for the consolidation of local elections, ordered by one of the jurisdictions calling for an election on the same day in the same or overlapping territory. The City of Redwood City has consolidated previous elections with accurate, efficient, and cost-effective results. Staff recommend the City Council adopt a resolution requesting the Board of Supervisors of the County of San Mateo to consolidate the General Municipal Election to be held on Tuesday November 3, 2026, with the Statewide General Election to be held on the same day (Attachment B). The resolution also requests San Mateo County render specific services to the City and authorizes the City Clerk to execute a contract with the County for such services. The Election Services Agreement is still being finalized, with Attachment C reflecting the City's revisions, hence the broad delegation of authority sought from the City Council.

When seeking office, candidates have an option to publish a candidate statement in the Voter Information Pamphlet that is mailed to all voters by the San Mateo County Elections Official. If a candidate chooses to submit a candidate statement, the statement will be printed in four languages – English, Chinese, Filipino, and Spanish, all required languages for election materials in San Mateo County. Staff recommend the City Council adopt a resolution (Attachment D) outlining requirements for candidate statement fees as required by California Elections Code Section 13307.

EQUITY IMPACT STATEMENT

- Relevant data not currently available – this is a statutory obligation prescribed by the California Elections Code.

FISCAL IMPACT

Election-related costs are difficult to estimate since no two elections are alike, with costs and the number of registered voters varying considerably from election to election. Cost estimates can also vary based on the number of jurisdictions participating in an election. According to the San Mateo County Elections Office, estimated costs associated with holding an election for three municipal officers will be approximately $96,000-$115,200. Additionally, California Elections Code requires the local election official to publish numerous public notices in the newspaper leading up to the election, which typically costs around $3,500. Sufficient funding for costs associated with the November 3, 2026 election have been included in the City Manager's Department, City Clerk's Office FY 2026-27 Recommended Budget.

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

The City Council could choose to conduct its own election; however, this would result in a significant cost increase for the City and candidates. Further, holding a standalone election would also significantly increase workload for the City Clerk's Office.

ATTACHMENTS

Attachment A – Resolution calling a general municipal election on November 3, 2026, for the election of three municipal officers

Attachment B – Resolution requesting the Board of Supervisors of the County of San Mateo to consolidate a General Municipal Election with the statewide general Election, and to render Election Services

Attachment C – Draft Agreement for services with San Mateo County Chief Elections Officer and Assessor-County Clerk-Recorder to render specified services

Attachment D – Resolution adopting regulations for candidates for elective office pertaining to statements submitted to the voters at an election to be held on Tuesday, November 3, 2026

REPORT PREPARED BY:

Kimberly Daniel, Management Analyst II
kdaniel@redwoodcity.org
(650) 780-7209

APPROVED BY:

Yessika Castro, City Clerk
Patrick Heisinger, City Manager

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF FOUR MUNICIPAL OFFICERS FOR SEATS IN COUNCIL DISTRICTS 2, 5, and 6 TO THE VOTERS WHO RESIDE IN THOSE DISTRICTS AS REQUIRED BY THE CITY'S CHARTER AND THE LAWS OF THE STATE OF CALIFORNIA

WHEREAS, under the provisions of Section 4 of the Charter of the City of Redwood City, Ordinance No. 2433, adopted March 13, 2017, and the laws of the State of California, the General Municipal Election of the City of Redwood City shall be held on Tuesday, November 3, 2026, for the election of municipal officers; and

WHEREAS, this Council desires to consolidate aforesaid General Municipal Election.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. That pursuant to Section 4 of the Charter of the City of Redwood City, Ordinance No. 2433, and the laws of the State of California, there is called and ordered to be held in the City of Redwood City, California, on Tuesday, November 3, 2026, a Municipal Election for the purposes of electing one person each from City Council Districts 2, 5, and 6 for a total of three Council Members to serve a full term of four years each.

2. That the ballots to be used at the election shall be in the form and content as required by law.

3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Mateo Chief Elections Officer to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphenalia that may be necessary in order to properly and lawfully conduct the election.

4. That the polls for the election shall be open at 7:00 o'clock a.m. on the day of the election and shall remain open continuously from the that time until 8:00 o'clock p.m. of the same day when the polls shall be closed, pursuant to California Election Code § 10242, except as provided in California Election Code § 14401 and as otherwise set forth by law if the City of Redwood City participates in an all-mail ballot election as provided for by California Election Code § 4000.

5. That in all particulars not recited in the Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner as required by law.

7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions and is directed to transmit certified copies of this Resolution to the Board of Supervisors of the County of San Mateo, and to the Elections Official of the County of San Mateo, California.

8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of the properly submitted bill.

* * *

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION; AND REQUESTING COUNTY TO RENDER SPECIFIED SERVICES TO CITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE COUNTY FOR SUCH SERVICES

WHEREAS, the City Council of the City of Redwood City called a General Municipal Election to be held on Tuesday, November 3, 2026, for the purpose of electing three (3) full time Municipal Officers (Members of the City Council); and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of San Mateo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, in order to perform such service, the County requires that the City enter into a contract specifying the services to be performed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. That pursuant to the requirements of California Election Code § 10403, the Board of Supervisors of the County of San Mateo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of electing three (3) City Council Members for the term of office of four years each; and that the County Elections Division is requested to render services to the City related to the conduct of the election.

2. That the consolidated election will be held and conducted in a manner prescribed in California Election Code § 10418.

3. That pursuant to California Election Code § 10002, the City requests that the Board of Supervisors permit the County Elections official to render services as specified in the County Services Agreement relating to the conduct of the election.

4. That the San Mateo County Elections Division is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only on election, and only one form of ballot shall be used.

5. That the San Mateo County Board of Supervisors is requested to issue instructions to the County Elections Official to take any and all steps necessary for the holding of the consolidated election.

6. That the City of Redwood City recognizes that additional costs will be incurred by the County of San Mateo by reason of this consolidation and agrees to reimburse the County of San Mateo for any costs.

7. That the City Clerk of the City of Redwood City is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Elections Division of the County of San Mateo.

8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

9. That the City Manager is authorized to execute that certain Agreement entitled “Services Agreement for the Provisions of Election Services between the City of Redwood City and the San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder” (the “Services Agreement”) for the performance by the County Clerk of the County of San Mateo of certain services pertaining to the Statewide General Election to be held on November 3, 2026. Furthermore, the City Attorney and City Manager are authorized to make adjustments to the Services Agreement in the event that changes are beneficial or necessary.

* * *

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

This Service Agreement for the Provision of Election Services ("Agreement"), entered into this _____ day of _____, 2026, is by and between the City of Redwood City (the "Municipality") and San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the "Chief Elections Officer").

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

WHEREAS, the Chief Elections Officer has been asked by the Municipality to conduct an election on November 3, 2026 (the "Election").

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

I. SERVICES TO BE PERFORMED BY THE MUNICIPALITY:

1) Within the time frame set by statute, the Municipality will request the Board of Supervisors, through the Chief Elections Officer, to conduct an election relating to the Municipality on November 3, 2026 and will request the services of the Chief Elections Officer in relation to the Election.

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

3) The Municipality will submit to the Chief Elections Officer the offices to be voted on and the measure ballot questions by no later than 88 days prior to the Election. The Municipality will submit to the Chief Elections Officer the names and ballot designations of the candidates to appear upon the ballot by no later than 81 days prior to the Election.

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

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

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

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

8) If a candidate for a Municipality office alleges to be indigent and unable to pay in advance the requisite fee for submitting a candidate statement, the Municipality, as the applicable local agency, shall be solely responsible for determining whether the candidate is indigent pursuant to Elections Code section 13309. The Municipality shall notify the candidate, and inform the Chief Elections Officer, of the Municipality's indigency determination, in writing, by no later than 64 days prior to the Election. If the Municipality determines that a candidate is indigent such that the candidate is eligible for an advanced candidate statement fee waiver under Elections Code section 13309, or if the Municipality fails to advise the Chief Elections Officer of its indigency determination by the specified deadline, then the Municipality shall be responsible for paying the candidate's pro rata share of the cost of the candidate statement, which will be invoiced in accordance with the "Costs for Services" section of this agreement. Municipality's payment of a candidate's pro rata share of the cost of the

candidate statement is without prejudice to the Municipality's ability to recover such costs directly from the candidate after the election, as authorized by Elections Code section 13309(f).

II. SERVICES TO BE PERFORMED BY CHIEF ELECTIONS OFFICER:

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

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

3) The Chief Elections Officer will determine and execute the appropriate translation and transliteration of all Election documents for which translation or transliteration is required.

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

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

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

7) The Chief Elections Officer will conduct all aspects of the Canvass of Votes Cast. Pursuant to Section 10262 of the Elections Code, the Chief Elections Officer will submit a Certificate of Chief Elections Officer to the Municipality's governing body certifying the results of the Election via email and U.S. mail by the fourth Friday after the Election.

8) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself, and not assigned to the Municipality above. To the extent that the Municipality has obligations under law to perform various duties that relate to the Election beyond those directly involved with conducting the Election, those duties remain the responsibility of the Municipality. If the Municipality wishes to have any such duties performed by the Chief Elections Officer, the parties must mutually agree in advance in writing to have the Chief Elections Officer perform such duties. By way of example only, if the Municipality is required to send certain notices or adopt resolutions relating to the Election, those duties remain duties of the Municipality.

III. INDEMNIFICATION

To the fullest extent permitted by law, the Municipality shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County of San Mateo, the Chief Elections Officer & Assessor–County Clerk–Recorder, and their respective officers, employees, and agents (collectively, the "County Indemnitees") from and against any and all claims, actions, proceedings, writ petitions, lawsuits, damages, judgments, liabilities, costs, and expenses, including attorneys' fees and litigation costs, arising out of or relating to any act or omission of Municipality and its officers, employees, and agents (collectively, the "City Indemnitees) under this Agreement.

To the fullest extent permitted by law, County Indemnitees shall indemnify, defend (with counsel reasonably acceptable to the Municipality), and hold harmless City Indemnitees from and against any and all claims, actions, proceedings, writ petitions, lawsuits, damages, judgments, liabilities, costs, and expenses, including attorneys' fees and litigation costs, arising out of or relating to any act or omission of County Indemnities under this Agreement.

IV. SURVIVAL

The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

V. TERM:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the Election to be held on November 3, 2026, including before and after said Election date.

In the event the Chief Elections Officer is unable to perform services required under this Agreement as a result of employer/employee relation conditions, vendor conditions, the unavailability of Federal, State, or County funds, and/or other conditions beyond the control of the Chief Elections Officer, the Chief Elections Officer will be relieved of all obligations under this Agreement. Under the foregoing circumstances, the Chief Elections Officer may terminate this Agreement after giving 30 days written notice, at which time the Chief Elections Officer will be relieved of all obligations under this Agreement.

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

VI. COST FOR SERVICES

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

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

MUNICIPALITY

Signature: _____ Date:_____

Print Name: _____

Title: _____

COUNTY

Signature: _____ Date: _____

Print Name: _____

Title: _____

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, California Election Code § 13307 provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement; and

WHEREAS, by separate Resolution the City has called for the holding of a General Municipal Election and requests that the County consolidate it with the Statewide General Election and therefore the County will control the form of the ballots and related election materials.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. GENERAL PROVISIONS. Pursuant to California Election Code § 13307 each candidate for elective office to be voted for at the election to be held in the City of Redwood City on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate themselves. The statement shall not include party affiliation of the candidate, not membership or activity in partisan political organizations. The statement shall be filed with the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of San Mateo. The County is required to translate candidate statements into the following languages: Chinese, Filipino, and Spanish.

B. The County indicates that it will mail separate sample ballots and candidate statements in Chinese, Filipino and Spanish to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidate statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate statement into any required foreign language as specified above.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidate statement in a foreign language required in Subsection (A) of Section 2 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required by Subsection (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including the costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency their estimated pro rata share as a condition of having their statement included in the voter's pamphlet, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

5. MISCELLANEOUS.

A. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters related to elections.

B. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination petitions are issued.

C. All previous Resolutions establishing City Council policy on payment for candidate statements are repealed.

D. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

E. In the event of a conflict between the County's format for election materials and these regulations, the County's rules shall apply.

* * *

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Initiation of general vacation proceeding of a portion of Spring Street between Main Street and Walnut Street in accordance with the Development Agreement between the City of Redwood City ("City") and 1900 Broadway Owner, LLC ("Developer"), and notice of setting time and place for public hearing of the street vacation, pursuant to California Streets and Highways Code, commencing Section 8320

SUMMARY

The proposed action initiates the process to vacate a portion of Spring Street between Main Street and Walnut Street, consistent with the terms of the Development Agreement ("DA") between the City and Developer for the 1900 Broadway Project ("Project"). The street vacation is a required component of the Project's land assembly and will allow for cohesive site development, including the integration of the project's building footprint and public plaza improvements. Adoption of the resolution of intent and setting of a public hearing are procedural steps required under the California Streets and Highways Code to consider the proposed vacation.

RECOMMENDATION

1. Adopt a resolution of intent to vacate the public street being a portion of Spring Street;
2. Set a public hearing on the matter for July 27, 2026 at 6:00 p.m.; and
3. Direct the City Clerk to publish and post notice of said hearing in accordance with state law.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations
Housing

BACKGROUND

On October 28, 2024, the City Council approved, among other approvals, a Downtown Planned Community Permit, Vesting Tentative Map, and a Use permit for the Project. The Project consists of a 7-story, 92-foot tall, approximately 256,205 square-foot mixed-use office building including approximately 10,060 square feet of ground floor retail space, a 1,000 square-foot community room, 715 square feet of storage space, and an approximately 12,085 square-foot public plaza together with an off-site affordable housing land donation.

On November 25, 2024, the City Council adopted an ordinance approving the DA between the City of Redwood City and Lane 1900 Broadway Owner LLC ("Lane"). Lane subsequently sold its ownership interest in 1900 Broadway and assigned its rights, duties, and obligations to 1900 Broadway Owner, LLC ("Developer"), in an Assignment and Assumption Agreement recorded on February 20, 2026. The DA includes provisions that require the Developer to apply for the vacation of a portion of Spring Street to facilitate land assembly to develop the Project, as identified in Attachment A. The proposed vacation would terminate the public's right-of-way over this portion of Spring Street. Thereafter, the DA contemplates for the negotiated sale of the vacated Spring Street and other City-owned exempt surplus property located at Spring and Marshall Streets to the Developer through a Purchase and Sale Agreement, which is anticipated to be brought forward for City Council consideration at its July 27, 2026 meeting.

ANALYSIS

California Streets and Highways Code Section 8300 *et seq*. authorizes the City Council to vacate public rights-of-way. Approval of the proposed vacation would relinquish the City's interest in the portion of Spring Street identified as Exhibit 1 in Attachment A, subject to completion of the required public hearing process.

Consistent with the DA and the proposed Purchase and Sale Agreement, the vacation would be conditionally approved and would not be certified or recorded until such time as all conditions of closing of escrow, as set forth in Section 5 of the Purchase Agreement, have been met.

Public utilities may occupy the public right-of-way; therefore, utility providers were notified of the proposed vacation and have provided letters of no objection. Existing facilities within the proposed vacation area, including those owned by PG&E, will be relocated or otherwise addressed by the Developer in coordination with the respective utility providers.

Pursuant to the Streets and Highways Code Section 8320, the City may initiate a general vacation proceeding by setting a public hearing that is at least 15 days after initiation of proceedings, or on July 27, 2026. Notice of this hearing must be published for at least two consecutive weeks in a newspaper of general circulation and posted conspicuously along the street proposed for vacation in at least three locations not more than 300 feet apart. The public hearing notice would also be mailed to all property owners within 300 feet.

EQUITY IMPACT STATEMENT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has been assessed in the following ways

- Conducted community engagement with the population(s) most affected by this action
- Reviewed from similar or relevant past program or policy in Redwood City

FISCAL IMPACT

The proposed street vacation is tied to the Purchase and Sale Agreement outlined in the DA between the City and the Developer. The City will receive compensation for the disposition of the City-owned property, including the vacated portion of Spring Street, as negotiated in the agreement.

There will be minor, one-time costs associated with publishing and posting the required public hearing notices in accordance with the Streets and Highways Code. These costs are not expected to be significant and can be accommodated within the department's existing operating budget.

Following the vacation, the City will no longer be responsible for maintenance, repair, or long-term upkeep of the vacated street segment, resulting in a modest reduction in ongoing maintenance obligations. Any costs related to utility relocation, site preparation, and development will be borne by the Developer.

ENVIRONMENTAL REVIEW

Based on the City Council's prior California Environmental Quality Act ("CEQA") determinations, the proposed street vacation implements actions were evaluated in the certified environmental documents for the Downtown Precise Plan and its subsequent amendments. For instance, on January 24, 2011, the City Council certified the Final Environmental Impact Report for the Redwood City Downtown Precise Plan (State Clearinghouse No. 2006052027), and on June 26, 2023, the City Council certified the Final Subsequent Environmental Impact Report for the DTPP Plan Wide Amendments (State Clearinghouse No. 2021090249). On October 28, 2024, the Council reviewed the Project through a CEQA Consistency Checklist and adopted Resolution No. 16254, concluding that the Project (including the proposed vacation and sale of City property) is within the scope of the DTPP EIR and SEIR and is consistent with Public Resources Code Section 21083.3 and CEQA Guidelines Sections 15168 and 15183. Because the street vacation is a component of the previously analyzed Project and does not present new significant environmental effects or new information of substantial importance, no further environmental review is required for this action.

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. Do not adopt the resolution of intent to vacate the public street. This action would halt the street vacation process and prevent fulfillment of a key obligation under the Development Agreement. As a result, the proposed project could not proceed as currently approved, potentially leading to delays, redesign, or renegotiation of the agreement.

2. Continue the item to a future date. This would allow additional time for review or public input but may delay project timelines and implementation of the Development Agreement.

ATTACHMENTS

Attachment A – Resolution of Intent to Vacate and Setting of Public Hearing
Attachment B – Utility Clearance Letters
Attachment C – Executed Development Agreement with Lane Partners

REPORT PREPARED BY:

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

APPROVED BY:

Tanisha Werner, Engineering & Transportation Director
Patrick Heisinger, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY INITIATING A GENERAL VACATION PROCEEDING FOR A PORTION OF SPRING STREET IN THE CITY OF REDWOOD CITY, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE STREET VACATION, PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE, COMMENCING SECTION 8300

WHEREAS, the vacation of public streets, highways, public easements or rights-of-way in California is governed by the provisions of the California Streets and Highways Code ("CSHC") Sections 8300 *et seq*.; and

WHEREAS, Section 8320 of the CSHC sets for a procedure by which a city may initiate a proceeding to vacate a public street, highway or public easement on its own initiative by setting a hearing and causing the publishing and posting of the notices of the hearing; and

WHEREAS, Section 8324 of the CSHC authorizes the City Council to impose conditions of the vacation of a street or highway which conditions shall be satisfied before the resolution of the vacation is recorded and effective; and

WHEREAS, on October 28, 2024, the City Council of the City of Redwood City ("City Council") approved a Downtown Planned Community Permit, Vesting Tentative Map, and a Use Permit for the development of a 7-story, 92-foot tall, approximately 256,205 square foot mixed-use commercial office building with approximately 10,060 sq. ft. of ground floor retail space, approximately 1,000 sq. ft. for a community room, 715 sq. ft. for a storage space, and an approximately 12,085 sq. ft. public plaza at 1900 Broadway with an off-site affordable housing land donation (the "Project"), and on November 25, 2024, the City Council adopted an ordinance approving a Development Agreement ("DA") between the City of Redwood City and the developer, Lane 1900 Broadway Owner, LLC ("Lane"), as part of the Project; and

WHEREAS, on February 20, 2026, 1900 Broadway Owner, LLC, acquired fee ownership of 1900 Broadway from Lane, and assumed, pursuant to that certain Assignment and Assumption Agreement, recorded with the County of San Mateo Recorder's Office on February 23, 2026, as Instrument No. 2026-008923, all rights, duties, and obligations of Lane under the DA with respect to the Project, and is hereinafter referred to as "Developer"; and

WHEREAS, as a required component of the Project's land assembly and site development, the Developer seeks to acquire a portion of Spring Street, located between Main and Walnut Streets, in the City of Redwood City, to create a "squared" parcel for development; and

WHEREAS, pursuant to the CSHC Section 8320, the City Council hereby declares its intention to vacate the public street being a portion of Spring Street as described in **Exhibit 1**, attached hereto and incorporated by reference, and hereinafter referred to as the "Spring Street Segment"; and

WHEREAS, on June 22, 2026, the City Council considered the initiation of the process for the general vacation of the Spring Street Segment, by setting a time and place for public hearing on the vacation and directing the City Clerk to provide, publish, and post all required notices.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL 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. CEQA Findings: The City Council has considered the environmental review previously prepared and certified, including the Final Environmental Impact Report for the Downtown Precise Plan, certified on January 24, 2011 (State Clearinghouse No. 2006052027), and the Final Subsequent Environmental Impact Report for the Downtown Precise Plan Plan-Wide Amendments, certified on June 26, 2023 (State Clearinghouse No. 2021090249). The City Council has also considered its prior CEQA determination for the Project, including Resolution No. 16254, adopted on October 28, 2024, by which the City Council reviewed and approved a CEQA Consistency Checklist for the Project and determined that the Project, including the proposed vacation and sale of City property, was within the scope of the previously certified environmental review for the Downtown Precise Plan and its Amendments and was consistent with Public Resources Code section 21083.3 and CEQA Guidelines sections 15168 and 15183.

The action before the City Council is a resolution initiating the statutory process for considering the general vacation of the Spring Street Segment and sets a noticed public hearing on the proposed vacation. The proposed vacation is a component of the previously approved and analyzed Project. The City Council finds that this action does not involve substantial changes to the Project, substantial changes with respect to the circumstances under which the Project will be undertaken, or new information of substantial importance that would require subsequent or supplemental environmental review. Accordingly, no further environmental review is required for this resolution of intention.

Section 3. The City Council declares its intention to initiate the process for vacating the portion of the Spring Street Segment, pursuant to CSHC Section 8320, subject to those terms and conditions set forth in the vacation resolution, on the basis that the Spring Street Segment is unnecessary for present or prospective public purposes.

Section 4. The City Council hereby sets for public hearing on the proposed vacation of the Spring Street Segment for July 27, 2026, at 6:00 p.m., or as soon as

thereafter as the matter may be heard, at the City Council Chambers, located at 1017 Middlefield Road, Redwood City, or by videoconference at: https://redwoodcity.zoom.us/j/99481825639 (Meeting ID: 994 8182 5639) Dial-in: (669) 900-6833. All persons interested in or objecting to the proposed vacation may appear and be heard. At the conclusion of the public hearing, the City Council shall determine, from all evidence submitted, whether or not the Spring Street Segment proposed to be vacated is necessary for present or prospective public use.

Section 5. The City Clerk is hereby directed to post this Resolution and publish notices of the July 27, 2026, public hearing for at least two successive weeks prior to the date set for the July 27, 2026, public hearing, pursuant to the requirements of CSHC Section 8322. At least three notices of the proposed vacation shall additionally be posted along the line of the Spring Street Segment proposed to be vacated, not more than 300 feet apart, pursuant to CSHC Section 8323.

* * *

ATTACHMENT B
UTILITY CLEARANCE LETTERS

5005 Executive Parkway 3N750R
San Ramon, CA 94583

October 26, 2022

City of Redwood City
Department of Public Works/Engineering Division
1900 Broadway
Redwood City, CA 94063

Subject: City Right-of-Way Vacation
1900 Broadway
Redwood City, CA 94063 (Spring Street between Main Street and Walnut Street)

Dear Sam Clay,

This letter is in response to your request for AT&T California's concurrence, to vacate portions of the City Right-of-Way dedicated on the final maps for 1900 Broadway, Redwood City, CA 94063 (Spring Street between Main Street and Walnut Street.)

AT&T has no objection to the City Right-of-Way reduction to be executed by the City of Redwood City.

Please contact me at (415) 518-2172 or AP126R@att.com, should you have any questions concerning this project.

Sincerely,

Aria Pogni

Aria Pogni
Right of Way Manager
Public Works Coordinator
AT&T California

Mr. Clay:

Astound has concluded its review process and has no objection to the abandonment of the Public Utility Easement on Spring ST. between Walnut ST and Main ST. Redwood City.

Ken Hawkins

Construction supervisor- SF Bay area

215 Mason Circle

Concord, CA 94520

M 925-322-7806

E ken.hawkins@astound.com

Pacific Gas and Electric Company
Kevin Wun
Land Management
San Jose, CA 95113

January 18, 2023

Sam Clay, PE Project Engineer
Sandis
1700 S Winchester Blvd. Suite 200
Campbell, CA 95008

Re: 1900 Broadway City R.O.W. Vacation
1900 Broadway City, Redwood City

Dear Sam Clay;

Thank you for giving us the opportunity to review the proposed street vacation. This is in response to your letter dated September 27, 2022, informing PG&E of the proposed street vacation of 1900 Broadway City as shown on the attached drawing and below, located in the City of Redwood City, County of San Mateo.

An investigation indicates that PG&E is presently operating and maintaining utility facilities within the proposed street vacation area. If the street vacation is approved by the City Council/Board of Supervisors, PG&E respectfully requests that the following reservation be inserted in the Resolution of Vacation or Street Vacation Ordinance for the proposed street vacated area:

> RESERVING pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company, the permanent easement and the right at any time, and from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), maintain, remove, inspect and use public utility facilities, including, but not limited to electric, gas and communication facilities, including ingress to and egress from the public utility facilities, and also the right to trim and cut down trees and other vegetation that may be a hazard to the public utility facilities and the area shall be kept open and free of buildings, structures, wells or other obstructions.

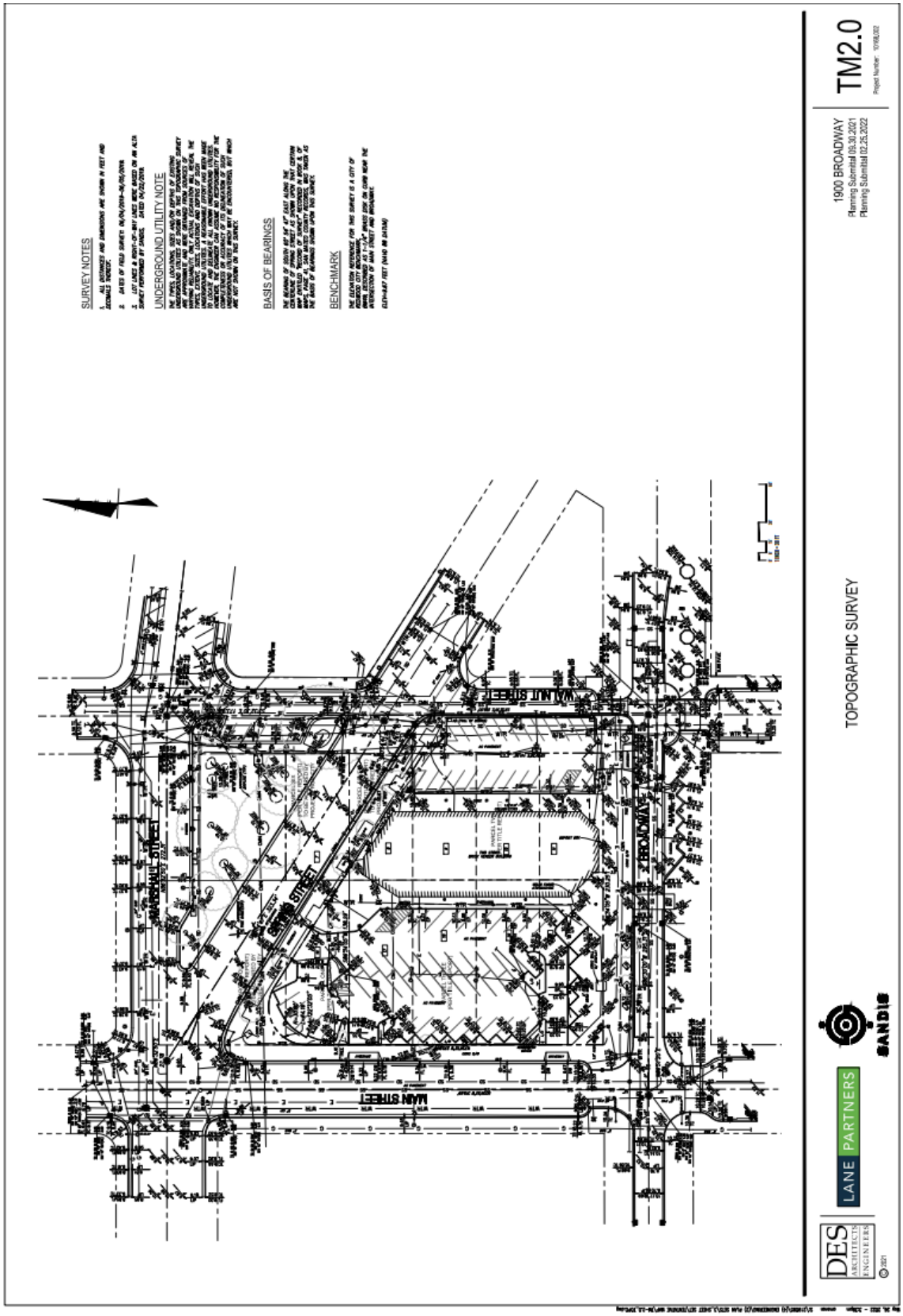
This reservation will allow PG&E to continue to operate and maintain its facilities installed pursuant to our franchise agreement. Upon approval of the street vacation by the City Council/Board of Supervisors, please send a certified copy of the Resolution of Vacation or Street Vacation Ordinance to the above referenced address.

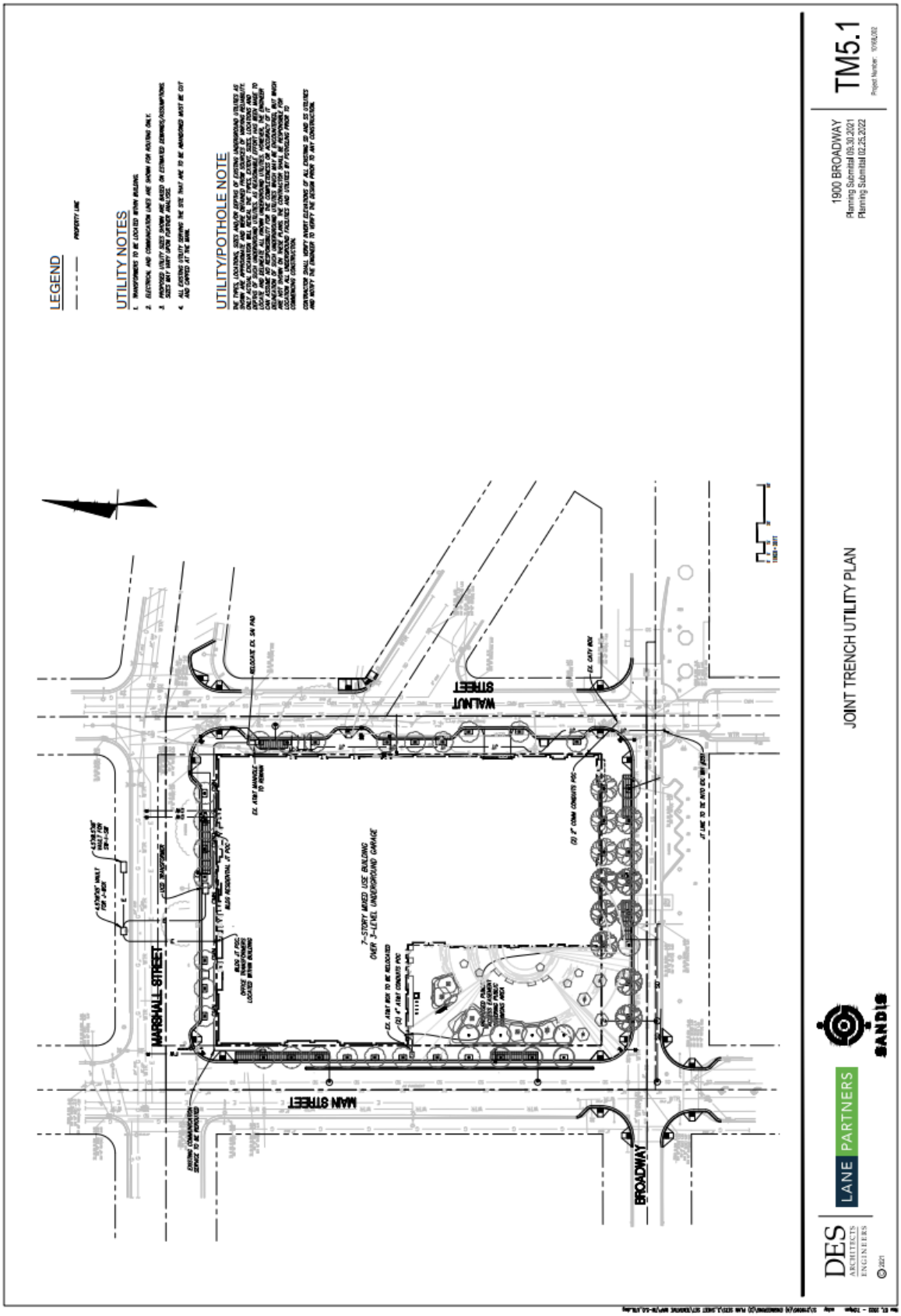
If you have any questions regarding our response, please contact me at Kevin.Wun@pge.com.

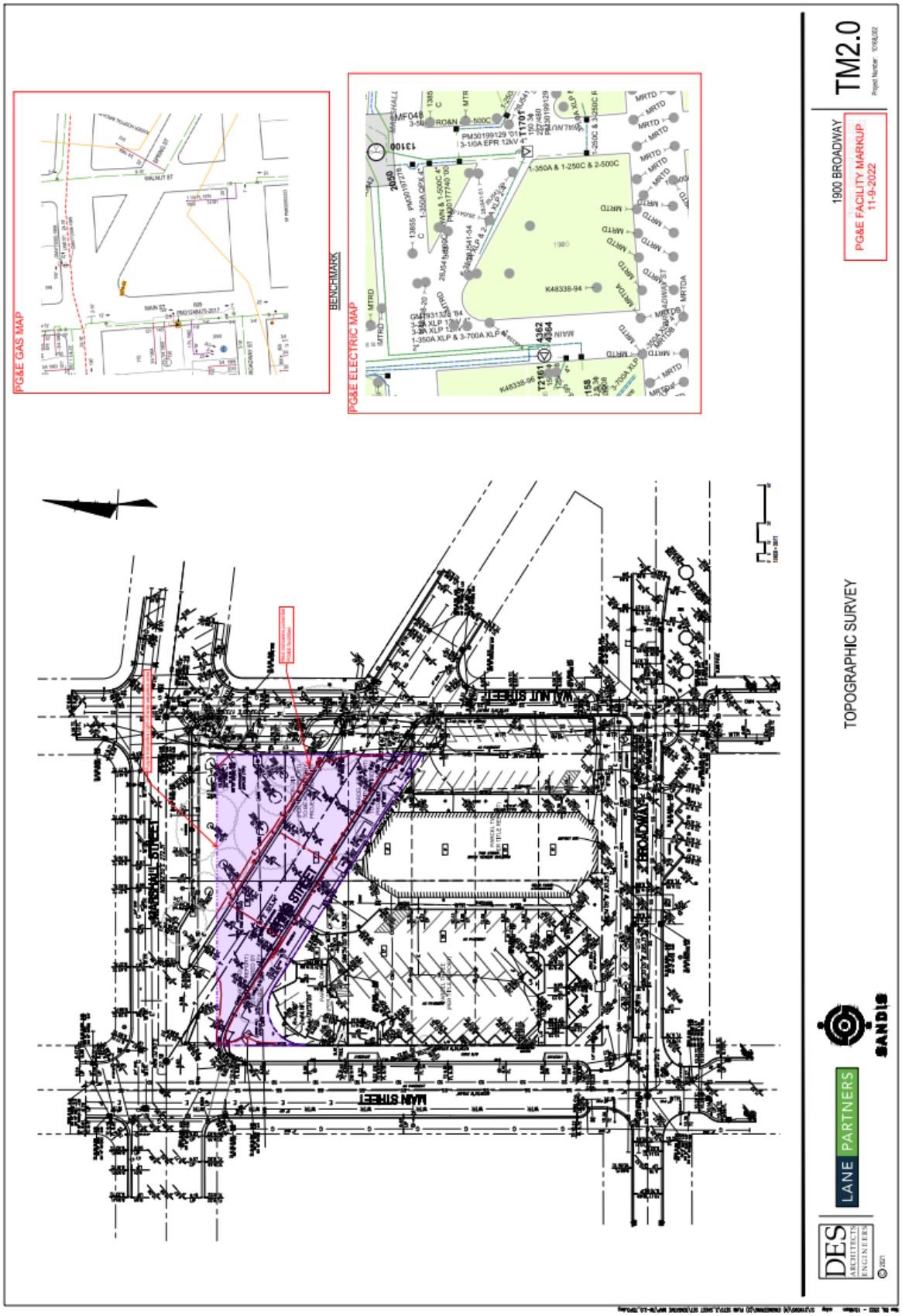
Sincerely,

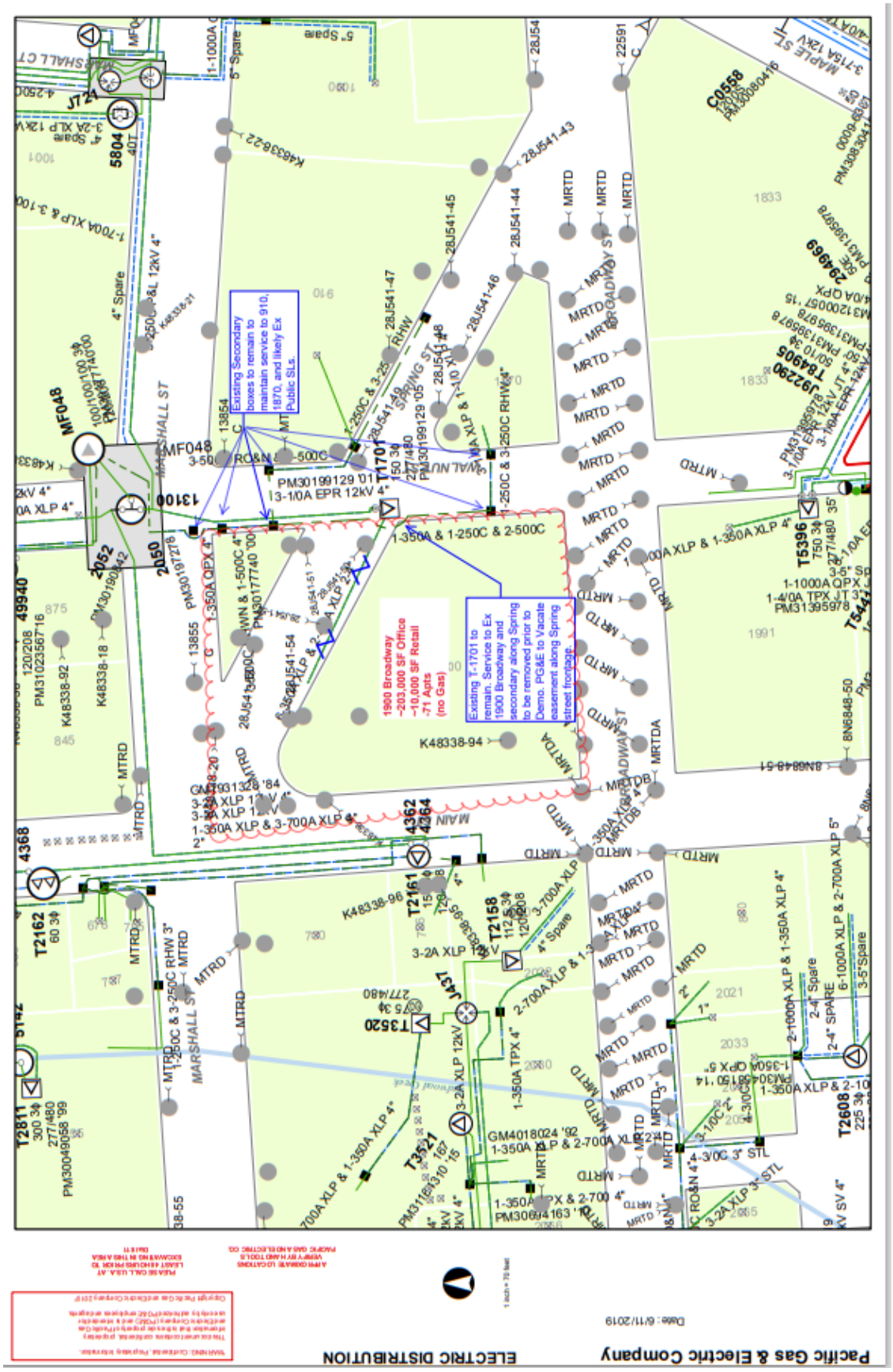
Kevin Wun
Land Management

Attached: 1900 Broadway 1A Elec DEMO Exhibit (22-042) 1-13-23, 1900 Broadway PG&E Facility Mark up 11-9-2022, 1900 Broadway 1A Elec DEMO Exhibit (22-042) 1-13-23


SURVEY NOTES
UNDERGROUND UTILITY NOTE
BASIS OF BEARINGS
BENCHMARK
1900 BROADWAY
Planning Submittal 09.30.2021
Planning Submittal 02.25.2022
TM2.0
TOPOGRAPHIC SURVEY
MAIN STREET
BROADWAY
MARSHALL STREET
DES
LANE PARTNERS
SANDIS


LEGEND
UTILITY NOTES
UTILITY/POTHOLE NOTE
MARSHALL STREET
MAIN STREET
WALNUT STREET
BROADWAY
7-STORY MIXED USE BUILDING
OVER 3-LEVEL UNDERGROUND GARAGE
JOINT TRENCH UTILITY PLAN
1900 BROADWAY
Planning Submittal 09.30.2021
Planning Submittal 02.25.2022
TM5.1
DES ARCHITECTS ENGINEERS
LANE PARTNERS
SANDIS


PG&E GAS MAP
BENCHMARK
PG&E ELECTRIC MAP
1900 BROADWAY
TM2.0
PG&E FACILITY MARKUP
11-9-2022
TOPOGRAPHIC SURVEY
MAIN STREET
BROADWAY
WALNUT STREET
MARSHALL STREET
DES ARCHITECTS ENGINEERS
LANE PARTNERS
SANDIS


Existing Secondary boxes to remain to maintain service to 910, 1870, and likely Ex Public SLs.
1900 Broadway
~203,000 SF Office
~10,000 SF Retail
~71 Apts
(no Gas)
Existing T-1701 to remain. Service to Ex 1900 Broadway and secondary along Spring to be removed prior to Demo. PG&E to Vacate easement along Spring street frontage.
PM30199129 '01
3-1/0A EPR 12kV 4"
1-350A & 1-250C & 2-500C
1-350A & 3-700A XLP 4"
3-2A XLP 12kV 4"
1-350A TPX 4"
2-700A XLP & 1-350A XLP 4"
4-3/0C 3" STL
3-2A XLP 12kV 4"
1-1000A XLP & 2-700A XLP 5"
6-1000A XLP & 2-700A XLP 5"
2-4" SPARE
3-5"Spare
MARSHALL ST
BROADWAY ST
SPRING ST
ELECTRIC DISTRIBUTION
Pacific Gas & Electric Company

Sent Via E-Mail:

February 3, 2023

Sam Clay
Project Engineer
Sandis Civil Engineers
1700 Winchester Blvd, Suite 200
Campbell, CA 95008

RE: Utility Right of Way Vacate Request: 1900 Broadway, Redwood City 94063

Dear Mr. Clay

Please accept this correspondence in response to your request for Comcast Cable Inc. agreement to the vacate of the Utility Right of Way located at the location listed above.

Comcast Construction and Engineering department has reviewed all documentation provided (site plans) and has determined that Comcast does not have any facilities within the area outlined of the requested vacate and therefore grants the request.

Any additional questions please feel free to contact me at 925-204-0488.

Regards,

Cameron
Diputado
Comcast Cable
Construction Dept.
860 Stanton Rd
Burlingame, CA 94010

ORDINANCE NO. 2543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDWOOD CITY AND LANE PARTNERS (1900 BROADWAY)

WHEREAS, Lane Partners ("Developer") submitted a planning application for a development project located at 1900 Broadway (Assessor's Parcel Numbers 053-231-210 and 053-231-200) ("Property"), consisting of a 7-story, 92-feet tall, approximately 256,205 square foot mixed-use commercial office building with approximately 10,060 sq. ft. of ground floor retail space, approximately 1,000 sq. ft. for a community room, 715 sq. ft. for a storage space, and an approximately 12,085 sq. ft. public plaza (the "Project"); and

WHEREAS, Government Code Sections 65864 through 68569.5 provide the statutory authority for development agreements between municipalities and owners of real property; and

WHEREAS, on January 24, 2011, the City Council of Redwood City adopted Resolution No. 15086, certifying the Final Environmental Impact Report for the Redwood City Downtown Precise Plan, State Clearinghouse No. 2006052027 ("DTPP EIR"), and adopted California Environmental Quality Act ("CEQA") Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program ("MMRP") and in conjunction, the City Council adopted and approved the DTPP, and amendments the General Plan to ensure consistency between the DTPP and the General Plan; and

WHEREAS, in March 2020, the Applicant submitted a Project proposal for 1900 Broadway for consideration of General Plan Amendment as part of the City of Redwood City implementation of a one-time process to evaluate multiple pending General Plan Amendment initiation requests which are necessary because the Maximum Allowable Development cap for office has been reached in the DTTP area ("Gatekeeper Project"); and

WHEREAS, on May 24, 2021, the City Council adopted Resolution No. 15954 and initiated General Plan Amendment proceedings for 1900 Broadway as one of the six Gatekeeper Projects located within the DTPP and also to require a DTPP Amendment; and

WHEREAS, on June 26, 2023, in consideration of the Gatekeeper Projects (including 1900 Broadway), the City Council adopted Resolution No. 16153, certifying the Final Subsequent Environmental Impact Report for amendments to the DTPP, referred as the "DTPP Plan Wide Amendments", State Clearinghouse No. 2021090249 ("DTPP SEIR"), and adopting CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program and in conjunction, the City Council adopted and approved the amendments to the DTPP and amendments to the General Plan to ensure consistency between the DTPP and the General Plan; and

WHEREAS, on June 26, 2023, the City Council adopted Resolution Nos. 16154 and 16155, and approved the General Plan Mixed Use Downtown and the DTPP Plan-Wide Amendments that evaluated the potential for new office development up to 1,167,100 sq. ft. in the DTPP area (including the redevelopment of 1900 Broadway) and included a process change requiring City Council approval for any DTPP Large Project requesting General Plan Amendments and that such projects would also negotiate a Development Agreement; and

WHEREAS, the Project would create office space within the downtown and General Plan and DTPP Amendments are required by the DTPP to increase the Maximum Allows Development office capacity currently allowed in the General Plan and DTPP; and

WHEREAS, Developer applied for a General Plan Amendment, a Downtown Precise Plan ("DTPP") Amendment, a Development Agreement, a Vesting Tentative Parcel Map to combine lots and adjust lot lines for Project site assembly, a Downtown Community Permit, a Use Permit, subject to Conditions of Approval to allow for the construction of the Project; and

WHEREAS, under Article 29 of the Redwood City Zoning Ordinance ("Affordable Housing Ordinance"), nonresidential development projects must mitigate the impact of new development on the need for affordable housing. As applied, the Project requires either: (1) the creation of twenty-five (25) units of affordable housing; or (2) the payment of an Affordable Housing Impact Fee in the approximate amount of Five Million Seven Hundred Seventy-Three Thousand Four Hundred Thirty-Seven Dollars ($5,773,437). The Affordable Housing Ordinance allows alternative means of compliance including land donation that meets the requirements set forth in the Affordable Housing Ordinance Program Guidelines ("Program Guidelines"); and

WHEREAS, Developer has proposed the donation of real property generally located at 847 Woodside Road (Assessor Parcel Number 059-240-810) ("Affordable Site"). The Affordable Site is valued at Nine Million Three Hundred Sixty Thousand Dollars ($9,360,000). Developer proposes to donate the Affordable Site to Eden Housing, Inc., a California nonprofit public benefit corporation ("Affordable Housing Partner"), for the development of seventy-one (71) deed-restricted affordable rental units, as set forth in an Affordable Land Donation Agreement. Developer's affordable housing obligation with regards to the Project will be considered fulfilled only upon completion of the land transfer of the Affordable Site to the qualifying Affordable Housing Partner; and

WHEREAS, consistent with the requirements of Government Code Section 65863, the City's Housing Element inventory will continue to have sufficient capacity at all income levels to accommodate the City's remaining share of the Regional Housing Needs Allocation upon approval of the Project; and

WHEREAS, the City and Developer have negotiated the terms of a Development Agreement that, among other things, includes the following terms: (1) Developer shall convey the Affordable Site to the Affordable Housing Partner for the development of seventy-one (71) deed-restricted affordable rental units, subject to an Affordability Covenant recorded against the Affordable Site for a period of fifty-five (55) years; (2) Developer agrees to partially assign and transfer its rights and obligations under the Development Agreement to the Affordable Housing Partner, as set forth in the Partial Assignment and Assumption Agreement; (3) Developer shall develop a 1,000 square foot community space at the Property or use by the City and City-approved community groups without charge, and a 715 square foot storage space at the Property for City's exclusive use, subject to a lease agreement; (4) Developer shall construct and maintain a 12,085 square foot public plaza area for use by the public as well as the City and City-approved community groups for events, subject to a license agreement; (6) Developer shall provide a one-time voluntary financial contribution of Twenty-Five Thousand Dollars ($25,000) to the City for any start-up expenses for the community space; (7) Developer shall provide a one-time voluntary contribution of One Hundred Thousand Dollars ($100,000) to the City for expenses incurred in activating the public plaza area and an additional voluntary contribution of Ten Thousand Dollars ($10,000) for the design, fabrication and installation of historic plaques or other signage at the public plaza area; (8) Developer shall enter into a Shared Parking Covenant, in which the newly constructed underground parking lot will be made available for public parking on weekday nights, weekends and all day on holidays; in addition to designating thirty-five (35) parking spaces for retail use during the daytime, and twenty-five (25) spaces for use for the future renovated Hotel Sequoia; (9) Developer shall purchase City-owned exempt surplus property, or parklet, located at Spring and Marshall Streets for the fair market value of Ten Million Seven Hundred and Fifty Thousand Dollars ($10,750,000) and shall submit an application to vacate a portion of Spring Street on the Property as part of its land assembly to develop the Project; (10) Developer agrees to make certain public improvements including reconfiguring the intersection of Main/Marshall streets and Walnut/Marshall streets, including constructing more traditional right-angled intersections with shorter crossing distances and matching bulb-outs, and shall plant twenty-eight (28) new trees off-site, install new pedestrian lights on Broadway Street, and shall improve Walnut Street to comply with DTPP width and design requirements, street trees and sufficient emergency vehicle access; (11) Developer shall use good faith efforts to require all persons and entities providing construction materials to obtain either a use tax direct payment permit, a subcontractor permit for contracts valued at Five Million Dollars ($5,000,000) or more, or otherwise designate the Property as the Sales Tax Point of Sale Designation; (12) Developer shall use its best efforts to employ union labor in constructing the Property; and ,(13) Developer shall use or make a good faith effort to employ or engage local vendors for contracts that exceed Twenty Five Thousand Dollars ($25,000); and

WHEREAS, on September 17, 2024, at a duly noticed public hearing, the Planning Commission made the required findings for approval of the Development Agreement and recommended approval of the Development Agreement and Project approvals to the City Council; and

WHEREAS, in compliance with the California Environmental Quality Act ("CEQA") regulations, on October 28, 2024, the City Council found that, pursuant to a CEQA Guidelines Section 15183 Consistency Checklist, dated September 13, 2024 ("CEQA Consistency Checklist"), the Project is exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 and does not require further environmental review; and

WHEREAS, on October 28, 2024, the City Council conducted a duly noticed public hearing and adopted a General Plan Amendment to increase the DTPP Maximum Allowable Development office cap (the "General Plan Amendment"), and also considered and adopted a DTPP Amendment to increase the DTPP Maximum Allowable Development office cap (the "DTPP Amendment"); and

WHEREAS, on October 28, 2024, the City Council conducted a duly noticed public hearing and approved the Affordable Housing Plan, Affordable Housing Partner, Land Donation and Land Donation Agreement, Vesting Tentative Parcel Map, Downtown Planned Community Permit, Use Permit, subject to Conditions of Approval, and Development Agreement related to the Project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES HEREBY 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. Pursuant to Government Code Section 65867.5, the City Council finds that:

(a) The provisions of the Development Agreement are consistent with the general plan and any applicable specific plan provides for the development of the Project as an office complex with ancillary improvements, such as the community space, storage space and a privately-owned and maintained public park for the public and community's use, which use is consistent with the General Plan, as amended.

1. The Project General Plan Mixed-Use Downtown Amendments to increase the DTPP Maximum Allowable Development office cap are consistent with the goals and policies of the General Plan (as amended) including but not limited to the General Plan goals, policies and programs listed in the Staff Report prepared for the Project: BE-1.4, BE–11.6, BE-18.2, BE-18.5, BE-18.7, BE-18.8, BE-23.7, BE-25, BE-26, BE-29, BE-30, BE-31 and H-2.3. The Mixed-Use Downtown Amendments appropriately implement the General Plan's vision for the Mixed Use–Downtown land use designation as the approved DTPP Plan Wide Amendments allow increases to the office development cap.

2. The Project General Plan Mixed-Use Downtown Amendments are limited to an increase in the allowed office development cap and will not create conditions that would be detrimental to the public health, safety, or general welfare. These amendments would instead enhance the DTPP area by promoting planned, transit-oriented development, including increased office development, active retail space, and an open space plaza consistent with General Plan goals and policies. The Project will revise the General Plan and DTPP Maximum Allowable Development office cap consistent with the amount of office development previously analyzed by the DTPP SEIR.

3. The Project DTPP Maximum Allowable Development (MAD) Amendments are consistent with the goals and policies of the DTPP (as amended), the prescribed process for increasing the MAD, and appropriately implements the DTPP's vision for the land use designations in the DTPP as a mixed-use office development is permitted in this area of the DTPP. The Amendments will allow a Project that meets all of DTPP Standards and Guidelines, subject to two minor Guideline deviations that were found appropriate to activate the proposed retail space. The Project meets the requirements of the Historic Preservation Ordinance and Secretary of Interior Standards.

4. The Project DTPP amendments are limited to an increase in the Maximum Allowable Development office cap and will not create conditions that would be detrimental to the public health, safety, or general welfare. These amendments would instead enhance the DTPP area by promoting planned, transit-oriented development, including increased office, active retail space, and an open space plaza and community spaces, consistent with the vision of the General Plan and the DTPP. The Project would reconfigure and redevelop an underutilized property located at a key intersection in Redwood City's downtown, consistent with the community's goals for revitalizing the area. The development would be required to comply with all applicable code requirements for building and fire safety and to mitigate environmental impacts to the extent feasible.

Further, the Development Agreement provides for the construction of seventy-one (71) deed-restricted affordable units to be constructed at the Affordable Site. This is consistent with General Plan Goal H-2 that seeks to protect and increase the supply of affordable housing, both deed restricted and unsubsidized affordable units. It is further supported by policy H-2.1 that supports construction of affordable housing and policy H-2.3 that encourages affordable housing as part of non-residential construction projects.

SECTION 3. The City Council hereby approves and adopts the Development Agreement that was presented to the City Council at the October 28, 2024 meeting, filed and made available at the Office of the City Clerk, and attached hereto as Exhibit A. The

City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of Redwood City, with minor conforming or technical revisions as may be approved by the City Manager in consultation with the City Attorney.

SECTION 4. The City Clerk shall publish this ordinance in accordance with applicable law.

SECTION 5. This ordinance shall be effective thirty (30) days after its adoption, contingent upon the effectiveness of the General Plan Amendment and DTTP Amendment.

* * *

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: City of Redwood City 1017 Middlefield Road Redwood City, CA 94063 Attention: City Clerk	

Space Above This Line Reserved for Recorder's Use
Exempt from Recording Fee Per Government Code Section 27383

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF REDWOOD CITY,
a California charter city and municipal corporation

AND

LANE 1900 BROADWAY OWNER LLC

Adopted by Ordinance No. _____

Effective Date: _____, **2024**

TABLE OF CONTENTS

Page

ARTICLE 1. GENERAL PROVISIONS 7
Section 1.1 Property Subject to the Agreement. 7
ARTICLE 2. COMMUNITY BENEFITS 7
Section 2.1 Community Benefits Obligations 7
Section 2.2 Affordable Housing 7
Section 2.3 Community Space and Storage Space 9
Section 2.4 Public Plaza Area 10
Section 2.5 Developer's Voluntary Financial Contributions 11
Section 2.6 Shared Parking Covenant 11
Section 2.7 Subdivision Improvement Agreement 12
Section 2.8 Other Offered Public Improvements 12
Section 2.9 Sales Tax Point of Sale Designation 13
Section 2.10 Union Labor 13
Section 2.11 Local Vendor Preference 13
ARTICLE 3. EFFECTIVE DATE AND TERM 14
Section 3.1 Effective Date 14
Section 3.2 Term 14
Section 3.3 City Representations and Warranties 16
Section 3.4 Developer Representations and Warranties 16
ARTICLE 4. DEVELOPMENT OF PROPERTY 17
Section 4.1 Definitions 17
Section 4.2 Vested Rights of Developer 18
Section 4.3 Reservations of City Authority 18
Section 4.4 Regulation by Other Public Agencies 19
Section 4.5 Life of Project Approvals; VTPM Conflicts 19
Section 4.6 Initiatives 19
Section 4.7 Timing of Development 20
Section 4.8 Changes in the Law 20
Section 4.9 Sanitary Sewer and Potable Water Capacity 21
Section 4.10 Conditions of Subsequent Approvals 21

TABLE OF CONTENTS

Page

Section 4.11 Sets of Project Approvals 21
ARTICLE 5. FEES, TAXES, AND ASSESSMENTS 21
Section 5.1 Developer Impact Fees 21
Section 5.2 Taxes and Assessments 24
Section 5.3 MMRP Fair Share Contributions 24
Section 5.4 Offsets and Credits 25
Section 5.5 City of Redwood City Business License 25
ARTICLE 6. ANNUAL REVIEW 25
Section 6.1 Periodic Review 25
ARTICLE 7. MORTGAGEE PROTECTION 26
Section 7.1 Mortgagee Protection 26
Section 7.2. Mortgagee Not Obligated 27
Section 7.3 Notice of Default to Mortgagee; Right to Cure 27
Section 7.4 No Supersedure 28
Section 7.5 Technical Amendments to this Article 7 28
ARTICLE 8. AMENDMENT OF AGREEMENT OR PROJECT APPROVALS 28
Section 8.1 Amendment of Agreement by Mutual Consent 28
Section 8.2 Definition of Minor Amendments 28
Section 8.3 Minor Amendment to the Agreement 29
Section 8.4 Major Amendment 29
Section 8.5 Requirement for Writing 29
Section 8.6 Amendments to Development Agreement Law 29
Section 8.7 Amendments to Project Approvals 30
Section 8.8 Amendments and CEQA/Mitigation Measures 30
ARTICLE 9. SUBSEQUENT APPROVALS AND IMPLEMENTATION 30
Section 9.1 Subsequent Approvals 30
Section 9.2 Scope of Review of Subsequent Approvals 31
Section 9.3 Processing Applications for Subsequent Approvals 31
Section 9.4 Other Agency Subsequent Approvals; Authority of City 32
Section 9.5 Revision to Project 32

TABLE OF CONTENTS

Page

Section 9.6 State, Federal, or Case Law 32
Section 9.7 Defense of Agreement 33
ARTICLE 10. ASSIGNMENT, TRANSFER AND NOTICE 33
Section 10.1 Transfers and Assignments 33
Section 10.2 Release upon Transfer 33
ARTICLE 11. DEFAULT; REMEDIES; TERMINATION 34
Section 11.1 Breach and Default 34
Section 11.2 Termination 34
Section 11.3. City Remedies 35
Section 11.4 Legal Actions 35
Section 11.5 Rights and Remedies Are Cumulative 35
Section 11.6 No Damages 35
Section 11.6 Resolution of Disputes 36
Section 11.7 Surviving Provisions 36
Section 11.8 California Claims Act 36
ARTICLE 12. INSURANCE AND INDEMNITY 36
Section 12.1 Insurance Requirements 36
Section 12.2 Indemnification 38
Section 12.3 Defense, Indemnification, and Cooperation in the Event of a Legal Challenge 38
ARTICLE 13. MISCELLANEOUS PROVISIONS 39
Section 13.1 Incorporation of Recitals, Exhibits, and Introductory Paragraph 39
Section 13.2 Severability 39
Section 13.3 Construction 39
Section 13.4 Covenants Running with the Land 40
Section 13.5 Notices 40
Section 13.6. Counterparts and Exhibits; Entire Agreement 41
Section 13.7 Recordation of Agreement 41
Section 13.8 No Joint Venture or Partnership 41
Section 13.9 Waivers 41
Section 13.10 City Approvals and Actions 42

TABLE OF CONTENTS

Page

Section 13.11 Estoppel Certificates 42
Section 13.12 No Third Party Beneficiaries 42
Section 13.13 Further Actions and Instruments 42
Section 13.14 Limitation on Liability 42

LIST OF EXHIBITS:

Exhibit A	Property Map
Exhibit B-1	Legal Description of 1900 Broadway
Exhibit B-2	Legal Description of City Parcel
Exhibit C	Affordable Housing Properties Map and Legal Description
Exhibit D	Annual Review Form
Exhibit E	Form of Assignment and Assumption Agreement
Exhibit F	Affordable Housing Land Donation Agreement
Exhibit G	Form of Partial Assignment and Assumption Agreement
Exhibit H	Existing Impact Fees

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**") dated for reference purposes as of _____, 2024 ("**Agreement Date**"), is entered into by and between Lane 1900 Broadway Owner LLC, a California limited liability company, ("**Developer**") and the CITY OF REDWOOD CITY, a California charter city and municipal corporation ("**City**"). Developer and City are sometimes referred to individually herein as a "**Party**" and collectively as "**Parties**."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties, and the following recitals are a substantive part of this Agreement and incorporated herein; terms are defined throughout this Agreement as indicated in **bold** language.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risks of development, the Legislature of the State of California enacted Government Code Section 65864 *et seq*. ("**Development Agreement Law**"), which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights and obligations pertaining to real property.

B. Developer currently has a legal and/or equitable interest in approximately 48,771 square feet of that certain real property commonly known as 1900 Broadway, Redwood City, California, (Assessor's Parcel Numbers 053-231-210 and 053-231-200), depicted on Exhibit A and more particularly described in Exhibit B-1 ("**1900 Broadway**"). 1900 Broadway is located in the City's downtown, comprising the entire block bordered by Broadway, Main Street, Walnut Street and Marshall Street, and is currently developed with a vacant commercial two (2)-story commercial office and retail building and adjacent surface parking lot. Developer proposes to acquire from the City an additional approximately 21,104 square feet of real property adjacent to 1900 Broadway ("**City Parcel**") which includes the Spring/Marshall Parklet and a segment of Spring Street between Main and Walnut Streets ("**Spring Street Segment**") as depicted in Exhibit A and more particularly described in Exhibit B-2. 1900 Broadway and the City Parcel are collectively referred to herein as the "**Property**."

C. Developer proposes to develop the Property by constructing a seven (7)-story, 92-foot mixed-used commercial office building consisting of approximately 256,205 square feet of development, including approximately 238,300 square feet of office, 10,060 square feet of ground floor retail, 12,085 square feet of public plaza, approximately 1,000 square feet public community room with an additional 715 square feet of storage for the City's use, and includes two levels of underground parking (538 spaces) and 127 bicycle parking spaces in accordance with the approved project plans included in the Project Approvals. Developer also proposes to purchase the City Parcel and submit an application to vacate the Spring Street Segment and any existing public access and utility easements on the Property ("**Public Easements**") to create a "squared" parcel for development. This development and land assembly hereinafter is collectively referred to as the "**Project**."

D. Lane 847 Woodside, LLC (an affiliated company of Developer and hereinafter referred to as "**Affiliate**"), currently has a legal and/or equitable interest in a 41,504 square foot parcel located at 847 Woodside Road, Redwood City, California (Assessor's Parcel Number 059-240-810), depicted and more particularly described in Exhibit C ("**Affordable Site**"). For purposes of this Agreement, "**Affiliated Company**" means a corporation, limited liability company, partnership, trust or business entity controlling, controlled by or under common control of the Developer. The Affordable Site is located off-site from the Property, at 847 Woodside Road, between Horgan Avenue to the south and Orchard Avenue to the north, in a Mixed-Use Neighborhood zoning district and designated as for Mixed-Use Neighborhood under the City's current General Plan. The Affordable Site includes an existing church use, subject to a month-to-month lease, and is located adjacent to multi-family and commercial uses, and a residential neighborhood to the east of the parcel.

E. In order to satisfy the requirements of Article 29 of the Redwood City Zoning Code ("**Affordable Housing Ordinance**"), Developer has submitted an Affordable Housing Plan ("**Affordable Housing Plan**") as part of its project approval application. In the Affordable Housing Plan approved by the City prior to or concurrently with the approval of this Agreement, the Developer proposes to donate and transfer, or cause the Affiliate to donate and transfer, the fee title to the Affordable Site to a City Council-approved qualifying affordable housing developer designee ("**Affordable Housing Partner**"), currently identified as Eden Housing, Inc., a California non-profit affordable housing developer, for the development of seventy-one (71) affordable residential dwelling units and one (1) manager's unit, (hereinafter collectively referred to as the "**Affordable Housing Project**"). The Developer, the Affordable Housing Partner and the City are concurrently entering into an Affordable Housing Land Donation Agreement, attached hereto as Exhibit F, incorporated herein by this reference. Once the land transfer is completed, Developer proposes to enter into a Partial Assignment and Assumption of Development Agreement with the Affordable Housing Partner, the form of which is attached as Exhibit G, incorporated herein by this reference ("**Partial Assignment and Assumption Agreement**") in which the Developer shall assign and delegate to the Affordable Housing Partner, and the Affordable Housing Partner shall assume from the Developer, the rights, title, duties, and interest of the Developer in this Agreement with respect to the development of the Affordable Site and construction of the Affordable Housing Project.

F. On October 11, 2010, the City Council of Redwood City ("**City Council**") adopted its General Plan, which serves as the blueprint for the growth and development of Redwood City through 2030. At the same time, the City Council also approved and adopted an Environmental Impact Report ("**General Plan EIR**"), which assessed and evaluated the potential environmental effects of the adoption and long-term implementation of the General Plan under the California Environmental Quality Act, as set forth in Public Resources Code Section 2100 *et seq*. ("**CEQA**"). In addition, on February 13, 2023, and prior to adopting an update to its Housing Element of the General Plan for the period of 2023 – 2031, and amendments to the Built Environment, Public Safety, Building Community, and Natural Resources Element ("**Housing Element Update**"), the City Council adopted Resolution No. 16124, certifying the Final Environmental Impact Report for the Housing, Built Environment, Public Safety, Building Community, Natural Resources & Environmental Justic Elements Update to the General Plan ("**Housing Element Update EIR**")

and associated Mitigation Monitoring Program ("**Housing Element Update MMRP**").

G. On January 24, 2011, the City Council adopted its Downtown Precise Plan ("**DTPP**") to establish new land use and development regulations in order to produce a unique and robust downtown, within the context of a rich, historic, and valued built environment. Concurrently with the adoption of the DTPP, on January 24, 2011, the City Council also certified a Final Environmental Impact Report for the DTPP ("**DTPP Final EIR**"). The DTPP area consists of approximately one hundred eighty-three acres within City's historic center and is generally bounded on the north by Veteran's Boulevard, on the east by Maple Street, to the southwest by properties located on El Camino Real, and to the northwest by Brewster Avenue. The DTPP streamlined the analysis and public review of projects within the DTPP area by establishing development standards and limits or caps of maximum allowable development ("**MAD Caps**") for dwelling units per acre and floor area ratios for office, retail and hotel development. Residential capacity limits in the DTPP area were eliminated by the City Council on November 28, 2022 with the approval of Resolution No. 16104. The Property for the Project is located within the DTPP area.

H. The MAD Caps of maximum allowable development for office space established under the DTPP have been reached. Accordingly, future projects seeking to exceed the DTPP MAD Caps would require amendments to the City's General Plan and DTPP.

I. Commencing in 2020, and in response to a large number of projects requesting amendments to the City's General Plan and DTPP, the City Council implemented a process to evaluate the pending amendment requests, collectively referred to as the "**Gatekeeper**" process, which enabled the City Council to conceptually consider one or more General Plan Amendment and DTPP Amendment requests simultaneously. Throughout 2020 through 2021, the City Council conducted several study sessions and considered multiple potential projects at a high level and identified which projects should be reviewed and considered for General Plan and DTPP Amendments as applicable as a project under the Gatekeeper process ("**Gatekeeper Projects**"). On October 12, 2020, and later on May 24, 2021, pursuant to Redwood City Municipal Code Chapter 18, Article XI (Adoption and Amendment of General Plan), the City Council initiated General Plan Amendment and DTPP Plan-Wide Amendment proceedings in anticipation of six Gatekeeper Projects in the DTPP boundary area and two Gatekeeper Projects located outside the DTPP area. The City Council selected the Property and Project to be one of the six initiated Gatekeeper Projects located in the DTPP.

J. On June 26, 2023, the City Council considered and approved amendments to its General Plan and DTPP to accommodate the potential for additional office and residential development in the DTPP area, as informed by the proposed Gatekeeper Projects ("**DTPP Plan-Wide Amendments**"), and as indicated in City Resolution Nos. 16154 and 16155. Adoption of the DTPP Plan-Wide Amendments included but was not limited to amendments to the DTPP and the Redwood City General Plan, to revise certain development standards, guidelines and policies, including, but not necessarily limited to, those with respect to permitted or conditionally permitted land uses; streets and circulation (including pedestrian, bicycle, and vehicular circulation); building placement; building height and massing (including allowing the development of

recreational rooftop structures within existing heigh limitations); parking requirements; historical resources; and open space. The proposed amendments would also allow for exceptions, at certain sites, to requirements concerning building placement, minimum heights, and stepdown zones. It was also contemplated that each Gatekeeper Project would thereafter request amendments to the General Plan and DTPP as relevant to each individual Gatekeeper Project's needs.

K. While the Plan-Wide Amendments did not propose significant changes to the MAD Caps or an extension of the DTPP boundary, the environmental impacts of doing so were studied in anticipation of the Gatekeeper Projects. Prior to its approval of the DTPP Plan-Wide Amendments, on June 26, 2023, the City Council certified a Subsequent Environmental Impact Report to the DTPP Final EIR ("**DTPP SEIR**") by Resolution No. 16153, which analyzed the potential environmental impacts of the proposed DTPP Plan-Wide Amendments and included a CEQA analysis of the six Gatekeeper Projects on a programmatic level, including the subject Project. The City Council also approved and adopted a MMRP ("**DTPP Plan-Wide Amendments MMRP**") in connection with the DTPP SEIR, which requires project implementation of certain measures designed to reduce or avoid significant project impacts, including but not limited to the Developer's responsibility to the extent applicable to upgrade the water system, sanitary sewer system, stormwater system and install recycled water infrastructure as part of the Project.

L. Prior to or concurrently with the approval of this Agreement, City has taken numerous actions in connection with the development of the Project on the Property, and the development of the Affordable Housing Project at the Affordable Site, and has determined that the Project complies with the plans and policies set forth in the General Plan, Housing Element Update, and DTPP, as proposed to be amended. The City also has determined that the Affordable Housing Project at the Affordable Site complies with the City's development standards, the plans and policies set forward in the General Plan, and meets the requirements of the City's Affordable Housing Ordinance. The project plans, approvals and determinations described in this Recital are collectively referred to herein as the "**Project Approvals**." These Project Approvals include:

1. As further described in Recitals J and K above, on June 26, 2023, by adopting Resolution No. 16153, the City Council certified the DTPP SEIR, approved the DTPP Plan-Wide Amendments, adopted CEQA Findings of Fact, a Statement of Overriding Considerations, and the DTPP Plan-Wide Amendments MMRP;

2. On October 28, 2024, and as set forth in City Resolution Nos. _____ and _____, the City Council considered the CEQA Guidelines Section 15183 Consistency Checklist for the Project and Affordable Housing Project, dated September 13, 2024, and its findings prepared by the City's Planning Division (collectively, the "**Consistency Checklist**"), the DTPP EIR and the DTPP SEIR and DTPP Plan-Wide Amendments MMRP as well as the Housing Element Update EIR and Housing Element Update MMRP, as recommended by the Planning Commission on September 17, 2024, in Resolution No. 24-07 in connection with the Project Approvals, and in Resolution No. 24-06 in connection with the Affordable Housing Project approvals, and determined that there are no environmental effects which are peculiar to the Project, the Property, the Affordable Housing Project and Affordable Site, nor are there any new significant effects, potentially significant off-site impacts or cumulative impacts, or substantial new

information which was not known at the time of the DTPP EIR and DTPP SEIR or Housing Element Update EIR that identifies any significant effects that were not already identified and analyzed in the certified DTPP EIR and DTPP SEIR or Housing Element EIR;

3. On October 28, 2024, by City Resolution Nos. _____ and _____, the City Council approved General Plan and DTPP Amendments specific to the Project;

4. On August 13, 2024, pursuant to the Surplus Land Act (Government Code Sections 54220 *et seq*.), the State of California Department of Housing and Community Development determined that the City Parcel was found to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(B) as the City Parcel is less than one-half acre and is not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing purposes;

5. On October 28, 2024, as set forth in City Resolution No. _____, the City Council approved a Vesting Tentative Parcel Map ("**VTPM**"), a Downtown Planned Community Permit, and Use Permit, subject to Conditions of Approval for the Project, and also approved an Affordable Housing Plan authorizing the alternative compliance with the Affordable Housing Ordinance, approved the Affordable Housing Partner as a qualified designee, and approved the Affordable Housing Land Donation Agreement and land donation contemplated thereunder;

6. On October 28, 2024, as set forth in City Resolution No. _____and in connection with approving the development of the Affordable Housing Project at the Affordable Site, the City Council approved an Affordable Housing Plan, an Architectural Permit, Vesting Tentative Parcel Map, Density Bonus with associated Concessions and Waivers, with Conditions of Approval, an Affordable Housing Plan, Land Donation, and Affordable Housing Land Donation Agreement.

M. Pursuant to DTPP Section 2.0.3, the Project qualifies as a "Large Project" within the DTPP given its size and height. Because the Project requested a General Plan Amendment to adjust the MAD Caps, a development agreement is desired to address alternative phasing for residential and nonresidential project components otherwise required by Section 29.6(B)(2) of the City's Affordable Housing Ordinance and to identify the community benefits offered by the Project.

N. Consistent with the Project Approvals, the parties anticipate that during the Term of this Agreement, as defined in Section 3.2 below, and subsequent to the Effective Date, as defined in Section 3.1 below, Developer shall seek from the City certain subsequent land use approvals, entitlements, and permits as will be necessary or desirable for implementation of the Project, collectively referred to as "**Subsequent Approvals**," and as more particularly described in Article 9 of this Agreement. When any Subsequent Approval applicable to the Property is approved by the City, then such Subsequent Approval shall become subject to all of the terms and conditions of this Agreement applicable to the Project Approvals and shall be treated as part of the Project Approvals, as defined in Recital L above.

O. City has determined that by entering into this Agreement, City will further the purposes set forth in the Development Agreement Law by, among other things, ensuring that the Project will provide substantial community public benefits, (hereinafter referred to as "**Community Benefits**" and more particularly described in Article 2), as summarized below:

1. The donation of the Affordable Site for the development of seventy-one (71) deed-restricted affordable units at the Affordable Site;

2. The development and use of a community room on the Property to be leased to the City for the City and community's use;

3. The development and use of a storage area on the Property to be leased to the City for the City's exclusive use;

4. The development and use of a privately-owned public plaza area on the Property to be subject to a public use easement and a license agreement for the City and City-approved community groups;

5. The following voluntary financial contributions paid by Developer to the City: a) Twenty-Five Thousand Dollars ($25,000) for start-up expenses for the community room; b) One Hundred Thousand Dollars ($100,000) for activating the public plaza area; and, c) Ten Thousand Dollars ($10,000) for signage and historical plaques at the public plaza area;

6. A shared parking covenant in which the newly constructed podium parking garage would be shared with the public for parking on nights and weekends, which shall designate at least thirty-five (35) spaces for retail use during the day, and shall designate at least twenty-five (25) parking spots for the future renovated Hotel Sequoia, in a form acceptable to the City Attorney ("**Shared Parking Covenant**"); and

7. Employment of union represented labor and local vendor preferences for all construction activities related to the Project.

P. A primary purpose of this Agreement is to assure that the Project can proceed without disruption caused by a change in City's planning policies and requirements following the Project Approvals and to ensure that the Community Benefits are timely delivered by Developer. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission, and the City Council at publicly noticed meetings and have been found to be fair, just, and reasonable and in conformance with the Development Agreement Law and the goals, policies, standards, and land use designations specified in City's General Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety, and welfare will be best served by entering into this Agreement.

Q. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the

Property will in turn provide substantial employment, tax, and other public benefits to City.

R. On September 17, 2024, the Planning Commission, the initial hearing body for purposes of development agreement review, considered this Agreement and made a recommendation for approval to the City Council.

S. On November 25, 2024, the City Council adopted Ordinance No. _____ approving this Agreement (the "**Enacting Ordinance**"), which was introduced on October 28, 2024, and adopted on November ___, 2024.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, Developer and the City agree as follows:

AGREEMENT
ARTICLE 1. GENERAL PROVISIONS

Section 1.1 Property Subject to the Agreement. All of the Property shall be subject to this Agreement. The Affordable Site shall also be subject to this Agreement, to the extent provided in the Partial Assignment and Assumption Agreement. The Parties hereby acknowledge that, as of the Effective Date, with the exception of the City Parcel, Developer or the Affiliate has a legal and/or equitable interest in the Property and the Affordable Site. Developer further agrees that all persons holding legal or equitable title in the Property shall be bound by this Agreement.

ARTICLE 2. COMMUNITY BENEFITS

Section 2.1 Community Benefits Obligations. In consideration of the rights and benefits conferred by City to Developer under this Agreement, Developer shall perform and provide the specific Community Benefits described in the Project Approvals, Recital O, and in this Article 2, some of which may exceed the dedications, conditions, and exactions that City may impose under Applicable Law.

Section 2.2 Affordable Housing.

A. Affordable Housing Project as a Community Benefit. To satisfy the requirements under the City's Affordable Housing Ordinance and as an alternative to paying the impact fee otherwise due under the Affordable Housing Ordinance ("**Affordable Housing Impact Fee**"), the Developer has submitted an Affordable Housing Plan as part of the consideration for the Project Approvals, in which the Developer has agreed to donate, or cause the Affiliate to donate, the Affordable Site for the development of seventy-one (71) deed-restricted affordable rental units, with one (1) manager's unit on the Affordable Site to the Affordable Housing Partner, pursuant to the terms of the Affordable Housing Land Donation Agreement. As provided in the Project Approvals, the appraised value of the Affordable Site is $9,360,000 which is $3,586,563 greater than the $5,773,437 Affordable Housing Impact Fee required to be paid pursuant to the Affordable Housing Ordinance, and the number of affordable units to be constructed will result in at least forty-six (46) more units than required under the Affordable Housing Ordinance.

Accordingly, to the extent the Affordable Housing Project exceeds what is required under the City's Affordable Housing Ordinance, the Affordable Housing Project is determined to be a Community Benefit under this Agreement.

B. Affordability Covenant. In addition to any other requirement or obligation set forth in the Affordable Housing Land Donation Agreement, and except as otherwise set forth in subsection D below, Developer acknowledges and agrees that the Project Approvals may be revoked if the Developer fails to transfer or cause the Affiliate to transfer the Affordable Site to the Affordable Housing Partner, subject to recorded covenants that will restrict the use of the Affordable Site for the use of the seventy-one (71) affordable units for a term of not less than fifty-five (55) years, commencing upon the issuance of a final certificate of occupancy for the Affordable Site, as further set forth in an Affordable Housing Land Donation Agreement, executed and attached hereto as Exhibit F (the "**Affordability Covenant**"). The Affordability Covenant must be executed and recorded prior to the issuance of the first building permits (including grading permits) for the Project.

C. Partial Assignment and Assumption of Development Agreement. Notwithstanding any assignment and/or transfer rights provided in Article 10 below, the Parties acknowledge and agree that Developer intends to partially assign and/or transfer its rights and obligations rendered under this Agreement as it relates solely to the Affordable Housing Project and Affordable Site to the Affordable Housing Partner, and that the City Manager is authorized to consent to said assignment and assumption. The Developer and the Affordable Housing Partner shall enter into the Partial Assignment and Assumption Agreement in substantially the form set forth in Exhibit G, with the final form subject to approval by the City Manager. The Partial Assignment and Assumption Agreement shall be executed and recorded at the same time that the Affordable Site is transferred to the Affordable Housing Partner.

D. Substitution of Affordable Housing Site and Affordable Housing Project. In the event Developer loses its legal or equitable interest in the Affordable Site and/or the transfer of the Affordable Site to the Affordable Housing Partner is otherwise no longer economically feasible, Developer may substitute the Affordable Site with another property that provides similar Community Benefits set forth in Section 2.2(A) and (B), including providing at least seventy-one (71) affordable units in such manner and subject to income requirements as set forth in the Affordable Housing Plan, and which substantially meets the requirements of the Affordable Housing Ordinance for land donations, as set forth below.

1. To request a substitution of the Affordable Housing Site (hereinafter referred to as the "**Substitute Site**") and corresponding new Affordable Housing Project, the Developer shall submit a written request to the City Manager, which shall include a new proposed Affordable Housing Plan and a description of how the Substitute Site project will meet the requirements of the Affordable Housing Ordinance. The request shall also include evidence of a pending application or issuance of development plans, entitlements, and/or permits for the development of the Substitute Site in a manner consistent with the new Affordable Housing Plan. The City Manager shall thereafter forward the request for the Substitute Site to the City Council for review and approval at a public hearing.

2. The City Council may consider and approve a land donation of the Substitute Site if, at the sole and absolute discretion of the City Council, all of the following conditions are determined to be satisfied or waived by the City Council: (a) transfer of the Affordable Site to the Affordable Housing Partner is infeasible; (b) the Substitute Site meets all of the requirements of the Affordable Housing Ordinance for land donations; (c) the Substitute Site has a substantially similar or greater appraised value as to the Substitute Site; (d) the Substitute Site project will provide at least seventy-one (71) affordable units that are subject to income requirements; (e) the new Affordable Housing Plan meets the requirements of the Affordable Housing Ordinance; (f) the Substitute Site has been issued or is concurrently being issued entitlements or permits consistent with the new Affordable Housing Plan; and, (g) the substitution of the Affordable Housing Site and Affordable Housing Project will not be detrimental to the public's health, safety, or general welfare.

3. If the City Council approves the request for the Substitute Site based on the criteria listed above, the Substitute Site shall be treated as and shall (a) replace the "Affordable Site" defined in Recital E and referred thereafter in this Agreement; (b) the Substitute Site's legal description shall replace Exhibit C; (c) the subsequent development on the Substitute Site shall be treated as and shall replace the "Affordable Housing Project" defined in Recital E and referred thereafter in this Agreement; and, (d) the approval of the Substitute Site shall be treated and considered to be a Minor Amendment, as that term is defined in Section 8.2 of this Agreement. In addition, if the Substitute Site is approved by the City Council, the City Manager is authorized to execute any conforming amendments to the Affordable Land Donation Agreement as may be necessary to reflect the substitution, provided that such amendments be memorialized in a form subject to approval by the City Attorney.

Section 2.3 Community Space and Storage Space.

A. As designated in the Project Approvals, Developer shall design and construct a community room on the Property, which shall consist of a 1,000 square foot community function space to be leased to the City for use by the City and City-approved community groups without charge, for meetings, events, educational purposes, cultural celebrations or similar gatherings ("**Community Space**").

B. Developer shall also design and construct an additional 715 square feet of storage space at the Property to be leased to the City for the City's exclusive use, also without charge ("**Storage Space**").

C. Developer shall construct the Community Space to include finished flooring, drop-down or open concept ceilings, restroom facilities for the exclusive use of the Community Space patrons or visitors, and shall also install adequate audio and visual capabilities in the space for digital presentations. Developer shall provide design plans of both the Community Space and Storage Space to the City at least six (6) months prior to completion of the Community Space and Storage Space in order to consult with City on the design. The City shall have final approval of the spatial layout, room elements and design of the Community Space and Storage

Space prior to completion. Developer shall also provide adequate parking spaces for use of staff, patrons or visitors using the Community Space to be determined by the City.

D. Developer shall be responsible for maintaining the essential building systems of the Community Space and Storage Space, such as heating, air conditioning, plumbing or electrical. City or the City's designee shall be responsible for janitorial services and routine maintenance of the Community Space and Storage Space.

E. The aforementioned terms and use of the Community Space and Storage Space shall be memorialized in a lease agreement between the Parties, for a term of twenty-five (25) years, which shall be in a form approved by the City Attorney and signed by the City Manager ("**Community Space and Storage Space Lease Agreement**"). In order to mitigate any potential interruptions with programming that may occur at the end of the twenty-five (25) term, the City may request one (1) five (5)-year extension of the lease term, which approval shall not be unreasonably withheld. Thereafter, the Community Space and Storage Space Lease Agreement may be extended by mutual agreement by the Parties.

F. The Community Space and Storage Space Lease Agreement shall be executed prior to the issuance of the first building permits (including grading permits) for the Project. Amendments to the Community Space and Storage Space Lease Agreement shall be in writing and the City Manager is authorized to make said amendments on behalf of the City.

Section 2.4 Public Plaza Area.

A. As designated in the Project Approvals, Developer agrees to design and develop a minimum of a 12,085 square foot public plaza or open space at the corner of Broadway and Main Streets on the Property ("**Public Plaza Area**") for use by the public as well as by the City and City-approved community groups for events, which may include a temporary ice skating rink during the winter holiday season.

B. Developer shall maintain ownership of the Public Plaza Area but shall grant a public use easement for the public's use of the Public Plaza Area, to be recorded against the Property ("**Plaza Easement**") in a form approved by the City Attorney. The Developer and the City shall also enter into a license agreement for the life of the Project, which allows the City and City-approved community groups to hold special events on the Public Plaza Area, in a form approved by the City Attorney ("**Plaza License Agreement**").

C. Developer agrees to keep the Public Plaza Area open and accessible to the public during customary public access hours subject to compliance with applicable laws and regulations and in accordance with reasonable rules governing the public's use of the Public Plaza Area, and shall be responsible for all maintenance of the Public Plaza Area, including landscaping and maintaining public furnishings in the space. City agrees to provide maintenance and be responsible for any costs associated with City or City-sponsored events conducted in the Public Plaza Area.

D. Developer agrees to create and manage an on-line reservation system to reserve the Public Plaza Area for events, in coordination with the City. The Parties also agree that priority for reserved events shall be given to the City or City-approved community groups if made twenty (20) days prior to the event date; the Parties also agree that if the requested date is not available, the Developer shall offer the City or City-approved community groups priority to reserve the Public Plaza Area at the next conveniently available time period. If the Public Plaza Area is not reserved by the City within twenty (20) days before the event date, the Developer may allow other groups and City residents access or use of the Public Plaza Area on a first-come-first-serve basis, at Developer's discretion. The Parties also agree to meet and confer in scheduling any extended duration special events (such as a temporary ice-skating rink) at least six (6) months prior to the first date of the special event.

E. The Plaza License Agreement shall be executed by the Parties, and the Plaza Easement shall be executed by the Parties and recorded against the Property, prior to the issuance of the first building permits (including grading permits) for the Project. Any amendments to the Plaza License Agreement shall be in writing and the City Manager is authorized to make said amendments on behalf of the City.

Section 2.5 Developer's Voluntary Financial Contributions.

A. Community Space Contribution. Developer agrees to provide the City a one-time voluntary financial contribution of Twenty-Five Thousand Dollars ($25,000) for any start-up expenses, such as the purchase of furniture, fixtures, and equipment for the Community Space.

B. Public Plaza Area Contributions. Developer shall provide a one-time voluntary financial contribution to the City in the amount of One Hundred Thousand Dollars ($100,000) for expenses incurred in activating the Public Plaza Area for public and community events use, and a one-time voluntary financial contribution of Ten Thousand Dollars ($10,000) for the design, fabrication and installation of historic plaques or other signage to highlight the City's history and the Public Plaza Area in general.

C. All voluntary financial contributions should be paid to the City, including a percentage increase of the Consumer Price Index ("**CPI**") between the Effective Date and the date on which such payment is made, and all payments shall be made before the first building permit is issued for the Project.

Section 2.6 Shared Parking Covenant.

A. Shared Parking Covenant. The Project includes the construction of a two-level underground parking garage, which shall consist of 538 parking spaces, 127 bicycle parking spaces, and 20 motorcycle spaces. Developer agrees to enter into a Shared Parking Covenant that shall include the following:

1. Public Use. The underground parking garage will be made available for public parking on weekday nights (which consists of Mondays through Fridays, from

5:00 p.m. until 10:00 p.m.), on weekends (which consists of all day on Saturdays and Sundays), and all day on holidays (shall include all legal holidays as designated by the City). The Developer may charge an hourly fee for public use parking; however, said parking rate shall be not less than the hourly rate charged at the City's Jefferson Avenue Garage and shall not exceed one hundred twenty five percent (125%) of the hourly rate charged at the City's Jefferson Avenue Garage.

2. Retail Use. The underground parking garage shall designate at least thirty-five (35) parking spaces for retail use during the day (8:00 a.m. through 5:00 p.m.). The Developer may charge an hourly fee for the retail use parking; however, said parking rate shall be not less than the hourly rate charged at the City's Jefferson Avenue Garage and shall not exceed one hundred twenty five percent (125%) of the hourly rate charged at the City's Jefferson Avenue Garage.

3. Hotel Sequoia Use. Developer shall also designate at least twenty-five (25) parking spaces for the future renovated Hotel Sequoia, located at 800 Main Street, Redwood City, California, once constructed and operational.

B. The Shared Parking Covenant, in a form approved by the City Attorney, may be executed by the City Manager on behalf of the City, and shall be recorded with the County of San Mateo County Recorder's Office before the first building permit is issued for the Project.

Section 2.7 Subdivision Improvement Agreement. Developer's obligation to construct or cause the construction of, post improvement security, and provide warranties for the various on-site and off-site public improvements required by the Project Approvals and this Agreement shall be set forth in a subdivision improvements agreement ("**Subdivision Improvement Agreement**"), the form of which shall be reasonably acceptable to the City Attorney. The Subdivision Improvement Agreement shall be entered into by the Parties on or before approval of the first final subdivision map for the Project.

Section 2.8 Other Offered Public Improvements.

A. Purchase of City Parcel and Vacation of Spring Street Segment and Public Easements. As indicated in subsection (4) of Recital L above, the City Parcel has been designated to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(B). As part of a Subsequent Approval of the Project, the City intends to take appropriate action to allow Developer to purchase the City Parcel located at Spring and Marshall Streets for the fair market value of Ten Million Seven Hundred and Fifty Thousand Dollars ($10,750,000), as part of the land assembly for the Project. As such, the parties anticipate entering into a subsequent purchase agreement ("**Purchase Agreement**") for the sale of the City Parcel. The Purchase Agreement shall be executed by the time the Developer requests a final map for the Project. The Developer shall also submit an application to the City to vacate and abandon the Spring Street Segment and Public Easements in order to create a "squared" parcel for development as depicted in Exhibit A. The application for the vacation and abandonment of the Spring Street Segment and the Public Easements shall be made prior to the time the Developer requests a final map for the Project.

B. Off-Site and Frontage Improvements. As proposed by Developer, the Project would reconfigure the intersections of Main/Marshall streets and Walnut/Marshall streets with more traditional right-angled intersections with shorter crossing distances, and each corner would construct bulb-outs to match the existing respective street crossings. Developer shall plant twenty-eight (28) new street streets on the Property as shown in the Project Approvals and shall plant twenty-eight (28) new trees off-site, all of which shall be maintained by the Developer. Developer also shall install new pedestrian lights on Broadway Street and shall improve Walnut Street to comply with DTPP width and design requirements, install street trees and provide sufficient emergency vehicle access as shown in the Project Approvals.

Section 2.9 Sales Tax Point of Sale Designation. Developer shall use good faith efforts to the extent allowed by law to require all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, used in connection with the construction and development of, or incorporated into, the Project, to: (A) obtain a use tax direct payment permit; (B) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars ($5,000,000) or more; or (C) otherwise designate the Property as the place of use of material used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to the City instead of through the County-wide pool. Developer shall instruct each of its general or subcontractors to cooperate with the City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City of Redwood City, Developer shall provide City with an annual spreadsheet, or shall instruct their general or subcontractors to cooperate with the City in providing an annual spreadsheet, which shall include a list of all subcontractors with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet sheet to contact each subcontractor who may qualify for local allocation of use taxes to the City. Notwithstanding the foregoing, nothing in this Section 2.9 shall apply to tenants who perform their own tenant improvement work. In the event that City determines that the City has received less than the amount of sales/use taxes as required by this Section 2.9, Developer shall pay the amount of the delta within forty-five (45) days written notice from the City of the delta amount. Developer agrees to pay interest at the rate of six percent (6%) per annum of the payment due beyond the forty-five (45) day due date and the obligation to pay interest shall survive the termination of this Agreement.

Section 2.10 Union Labor. Developer agrees to use its best efforts to employ union labor in constructing the Project, and shall provide or notify the City of any agreements Developer may execute with any union or labor groups in connection with the Project.

Section 2.11 Local Vendor Preference. In order to encourage the purchase of supplies, services, construction materials or equipment from vendors located within the boundaries of the City, Developer agrees to use (or make a good faith effort to employ or engage) local vendors for any purchase or agreements that exceed Twenty Five Thousand Dollars ($25,000) in value. Developer agrees to provide the City with an annual accounting of local vendors used during the construction of the Project, including the names and the monetary amount paid to any local vendors.

ARTICLE 3. EFFECTIVE DATE AND TERM

Section 3.1 Effective Date. This Agreement shall become effective thirty (30) days after the date that the Enacting Ordinance is adopted by the City Council (the "**Effective Date**"). Provided, however, that if a referendum petition receives sufficient signatures to qualify the Enacting Ordinance approving this Agreement for placement on the ballot at a general or special election, the Effective Date shall be the date upon which the election approving the ordinance is certified.

Section 3.2 Term. The Term has been established by the Parties as a reasonable estimate of the time required to carry out and develop the Project and provide the Community Benefits of the Project ("**Term**").

A. Initial Term. The "**Initial Term**" of this Agreement shall commence on the Effective Date and shall end on the earlier: 1) _____ , 202_ ("**Expiration Date**") which is six (6) years from the Effective Date; 2) the date of any termination of this Agreement in accordance with the provisions hereof; or 3) the later occurrence of either the date of issuance by the City of the final estoppel certificate of completion for the Project or the date of issuance of the certificate of occupancy for the Project.

B. Extended Term. Subject to the terms and conditions in this Section 3.2.B, Developer shall have the right to request an extension of the Initial Term not to exceed a cumulative term of ten (10) years (inclusive of the Initial Term), as provided in the extension options described below ("**Extended Term**"). In addition to satisfying the extension criteria provided for each extension option below, the Developer must also demonstrate to the City Manager's discretion that the Developer is in compliance with all of the terms and conditions of this Agreement and the Project Approvals at the time that each extension request is made.

1. First Extension Term Option; Criteria. If the Developer is in compliance with all of the terms of this Agreement and the Project Approvals at the time the request is made, the City Manager shall grant a four (4)-year extension of the Initial Term ("**First Extension Term**") for a total term of ten (10) years, if the Developer can demonstrate to the City Manager's satisfaction that within three (3) years of the Effective Date, the Developer has donated and/or transferred, or caused the Affiliate to donate and transfer, the ownership of the Affordable Housing Site to the Affordable Housing Partner for the development of affordable housing. Evidence of the land donation shall include the execution and recordation of the following documents as designated in the Affordable Housing Land Donation Agreement, attached as Exhibit F herein: the Affordability Covenant, Grant Deed, Irrevocable Offer to Dedicate, and the Partial Assignment and Assumption Agreement, attached as Exhibit G.

2. Second Extension Term Option; Criteria. Alternatively, if the Developer is in compliance with all of the terms and conditions of this Agreement and the Project Approvals at the time the extension request is made, the City Manager shall grant a two (2)-year extension of the Initial Term, for a total term of eight (8) years ("**Second Extension**

Term"), if the Developer has paid Five Hundred Thousand Dollars ($500,000) to the City at the time of the Second Extension Term request is made.

3. Additional Second Extension Term Option; Criteria. If the City Manager has granted the Second Extension Term, and if the Developer is in compliance with all of the terms and conditions of this Agreement and the Project Approvals at the time the extension request is made, the City Manager shall grant an additional two (2)-year extension to the Second Extension Term, for a total term of ten (10) years ("**Additional Second Extension Term**"), if the Developer has made a second payment of five hundred thousand dollars ($500,000) to the City at the time of the Additional Second Extension Term request.

4. The Parties agree that the above extension options are not cumulative; in other words, Developer may choose to request either the First Extension Term option or the Second Extension Term option (which includes the Additional Second Extension Term option) but may not request both the First Extension or Second Extension options.

5. The City Manager has the authority and discretion to determine if the Developer has satisfied the respective extension criteria and upon making a determination in the affirmative, shall grant the extension options offered under this Section 3.2.B.

C. Extension Request Procedure. If the Developer desires to request any of the extension options under Section 3.2.B, the Developer must submit a request in writing to the City Manager requesting the extension at least sixty (60) days prior to the date that the Initial Term or Extended Term would expire ("**Extension Request**"). The Extension Request shall include documentation demonstrating that relevant extension criteria as set forth in Section 3.2.B have been satisfied or will be satisfied prior to the date that the Initial or Extended Term otherwise would expire.

D. Force Majeure Delay. Subject to the limitations and notice requirements set forth below in Section 3.2.A.1, the Term of this Agreement and the time within which either Party shall be required to perform any act under this Agreement may also be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by Force Majeure, and as unforeseen at the time this Agreement was executed by the parties. For purposes of this Agreement, "**Force Majeure**" is defined as strikes, lock outs, and other similar labor difficulties; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; changes in local, state, or federal laws or regulations; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); or enemy action; civil disturbances; wars; terrorist acts; epidemic; pandemic; quarantine; fire; unavoidable casualties; unforeseen environmental conditions of the Property that trigger statutory obligations to cease construction (such as the discovery of a leaking underground storage tank); or mediation, arbitration, litigation,

or other administrative or judicial proceeding involving the Project Approvals or this Agreement, including without limitation any extension authorized by Government Code Section 66463.5(e) (each a "**Force Majeure Delay**"). Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for a Force Majeure Delay or any other excused delay under the terms of this Agreement.

E. Extension of Times of Performance for Force Majeure Delay. An extension of time for any Force Majeure Delay shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as defined in Section 13.5) by the Party claiming such extension is sent to the other Party within sixty (60) days of the commencement of the cause and provided that the Party claiming a delay avails itself of any available remedies. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer, provided that the same does not affect the Term of this Agreement.

F. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 ("**Surviving Provisions**") below.

Section 3.3 City Representations and Warranties. City represents and warrants to Developer that:

A. City is a charter city and municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

D. The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3.3 not to be true, immediately give written Notice of such fact or condition to Developer.

Section 3.4 Developer Representations and Warranties. Developer represents and warrants to City that:

A. Developer is duly organized and validly existing under the laws of the State of California and is authorized to do business in California and has all necessary powers

to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary company action and all necessary member approvals have been obtained.

C. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

D. Developer has not: 1) made a general assignment for the benefit of creditors; 2) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; 3) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; 4) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; 5) admitted in writing its inability to pay its debts as they come due; or 6) made an offer of settlement, extension, or composition to its creditors generally.

E. The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3.4 not to be true, immediately give written Notice of such fact or condition to City.

ARTICLE 4. DEVELOPMENT OF PROPERTY

Section 4.1 Definitions. For purposes of this Article and the Agreement, the following terms are defined as follows:

A. Applicable City Regulations. "**Applicable City Regulations**" means:

1. The City's development standards for the Property, including the permitted uses and zoning classifications, maximum density, and/or total number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the terms, conditions, restrictions, and requirements for subsequent discretionary actions, the provisions of public improvements and financing of public improvements, and other terms and conditions of development as set forth in the General Plan, the DTPP, the City's Charter, Municipal Code and Zoning Ordinance, and other City rules, regulations, ordinances, and official policies applicable to the Project on the Effective Date;

2. All State and Federal laws and regulations applicable to the Property and the Project as enacted, adopted, and amended from time to time.

3. Any New City Laws that do not Conflict with the Project Approvals or this Agreement, provided that such New City Laws are uniformly applied on a Citywide basis to all substantially similar types of development projects and properties.

a. As used in this Agreement, "**New City Laws**" means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines, or other regulations, which are promulgated or adopted by City (including but not limited to any City Council, Board, Commission, officer or employee) or its or their electorate (through the power of initiative, referendum or otherwise) after the Effective Date.

b. For purposes of this section, the word "**Conflict**" means a modification to the Project Approvals or this Agreement that purport to: (i) limit the permitted uses of the Property, the density and intensity of use (including but not limited to floor area ratios of buildings), or the maximum height and size of proposed buildings; (ii) impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals or this Agreement; (iii) impose conditions upon development of the Property other than as permitted by the Project Approvals, the Applicable City Regulations, Changes in the Law (as provided in Section 4.8), and this Agreement; (iv) limit the timing, phasing, or rate of development of the Property; (v) limit the location of building sites, grading, or other improvements on the Property in a manner that is inconsistent with or substantially more restrictive than the limitations included in the Project Approvals and this Agreement; (vi) limit or control the ability to obtain public utilities, services, or facilities (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity); (vii) require the issuance of additional permits or discretionary approvals by City other than those required by Applicable City Regulations, the Project Approvals, and this Agreement; (viii) establish, enact, increase, or impose against the Project or the Property any special taxes or assessments other than those specifically permitted by this Agreement, including Section 5.2; (ix) apply to the Project any New City Laws that are not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites; (x) impose against the Project any condition or exaction, including and dedication, not specifically authorized by Applicable City Regulations, the Project Approvals or this Agreement; or (xi) limit the processing or procuring of applications and approvals of Subsequent Approvals.

Section 4.2 Vested Rights of Developer. Developer shall have the vested right to develop the Property and the Project in accordance with and subject to the terms and conditions of this Agreement, the Project Approvals, and the Applicable City Regulations, which shall control the permitted uses, density and intensity of use of the Property, and the maximum height and size of buildings on the Property.

Section 4.3 Reservations of City Authority. Notwithstanding any other provision of this Agreement to the contrary, the following City regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure then applicable in City at the time the development permit application is deemed complete;

B. Regulations governing construction standards and specifications, including City's building code, plumbing code, mechanical code, electrical code, fire code, and grading code, and all other uniform construction codes then applicable in City at the time the permit application is deemed complete;

C. New City Laws applicable to the Property or Project at the time the permit application is deemed complete, which do not conflict with the Project Approvals, any other provision of this Agreement, or Developer's vested rights under Section 4.2;

D. New City Laws which may be in conflict with the Project Approvals or this Agreement, but which are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk.

Section 4.4 Regulation by Other Public Agencies. Developer acknowledges and agrees that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer shall, at the time required by Developer in accordance with Developer's construction schedule, apply for all such other permits and approvals as may be lawfully required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer shall also pay all lawfully required fees when due to such public agencies. Developer acknowledges that City does not control the amount of any such fees. City shall reasonably cooperate with Developer in Developer's effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developer, or to amend any policy, regulation, or ordinance of City in connection therewith.

Section 4.5 Life of Project Approvals; VTPM Conflicts. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals. The Parties acknowledge that the Developer has received a VTPM for the Project that vests certain rights under the Subdivision Map Act. The Parties agree that in the event of any conflict between the provisions of this Agreement and the VTPM, this Agreement shall control. If this Agreement expires or is earlier terminated in accordance with its terms, the VTPM shall remain in effect for its remaining life, if any, in accordance with the Subdivision Map Act; provided, however, the Parties agree that the vested elements of the VTPM shall have no further force or effect following such expiration or earlier termination of this Agreement. The Parties' agreements in the foregoing sentence shall survive the expiration or earlier termination of this Agreement.

Section 4.6 Initiatives. If any New City Laws are enacted or imposed by a citizen-sponsored initiative or referendum, which New City Laws would conflict with the Project

Approvals or this Agreement or reduce the development rights or assurances provided by this Agreement, such New City Laws shall not apply to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, use permits, building permits, or other entitlements to use that are approved or to be approved, issued, or granted by City shall apply to the Property or Project. Developer agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitation that may affect the Project. City shall reasonably cooperate with Developer and, at Developer's expense, shall undertake such actions as may be necessary to ensure that this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by Applicable Law to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters, shall not support, adopt, or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement.

Section 4.7 Timing of Development. Except as otherwise provided for in the Project Approvals and this Agreement, Developer shall have the vested right to develop the Project in such order, at such rate, and at such times as Developer deems appropriate in the exercise of its business judgment. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties hereto to avoid that result. Notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in the Project Approvals and this Agreement, Developer shall have the vested right (but not the obligation) to develop the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its business judgment.

Section 4.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans, or policies of special districts or other governmental entities, other than City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may

terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect unless the Parties mutually agree otherwise.

Section 4.9 Sanitary Sewer and Potable Water Capacity. City has found the Project to be consistent with the General Plan which anticipates that, after offsetting its demand by connecting to recycled water infrastructure and plumbing the Project for recycled water use, there will be sufficient potable water supply and dry weather sanitary sewer treatment capacity to serve future development contemplated by the General Plan, including the Project. However, as noted in Section 4.1 above, nothing in this Agreement is intended to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer treatment capacity or potable water supply.

Section 4.10 Conditions of Subsequent Approvals. No conditions imposed on Subsequent Approvals (defined in Section 9.1) shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those included in the Project Approvals, except as required or expressly permitted by this Agreement.

Section 4.11 Sets of Project Approvals. Prior to the Effective Date, the Developer shall have prepared two sets of the Project Approvals, one set for City and one set for Developer, to which shall be added from time to time with any Subsequent Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals, there will be a common set available to the Parties. Failure to include any rule, regulation, policy, standard, or specification in the sets of Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard, or specification.

ARTICLE 5. FEES, TAXES, AND ASSESSMENTS

Section 5.1 Developer Impact Fees.

A. Definition of Impact Fees. For purposes of this Agreement, "**Impact Fees**" shall mean the monetary fees and impositions, other than taxes and assessments, charged by City and, except as otherwise expressly provided for herein, in effect as of the Effective Date, in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of a development project or the development of the public facilities and services related to a development project, including but not limited to the Affordable Housing Impact Fee, Art in Public Places In-Lieu Fee, Downtown Parking In-Lieu Fee, Park Impact Fee, Sewer and Water Fees, Transportation Impact Fee, 101/84 Interchange Improvement Fee, Emergency Water Tank Fee, and any other City "fee" as that term is defined by Government Code Section 66000(b).

1. For purposes of this Agreement, "**New Impact Fees**" means those Impact Fees adopted by City after the Effective Date of this Agreement. New Impact Fees do not include replacements or escalation of Impact Fees.

2. The Developer, in accordance with the Affordable Housing Ordinance, has agreed to donate and transfer, or cause the Affiliate to donate and transfer, the Affordable Site to the Affordable Housing Partner as an alternative to paying the Affordable Housing Impact Fee. Accordingly, once City receives satisfactory documentation that the Affordable Site has been transferred and donated to the Affordable Housing Partner, the Affordable Housing Impact Fee otherwise applicable to the Project and the Affordable Housing Project shall be deemed satisfied, and the Developer shall not be required to pay an Affordable Housing Impact Fee.

3. The Developer has agreed to construct and maintain the Public Plaza Area and the Community Space and make them open to public use, as described in Section 2.4. The Public Plaza Area is valued at more than the Park Impact Fee otherwise applicable to the Project. Accordingly, if the Public Plaza Area project is subsequently approved by the City Council to be included as a City Capital Improvement Program as provided in Section 5.4 below, once the Public Plaza Area and Community Space are constructed and the associated agreements governing their community use are executed between Developer and the City in accordance with this Agreement, the Park Impact Fee otherwise applicable to the Project and the Affordable Housing Project shall be deemed satisfied and the Developer shall not be required to pay a Park Impact Fees.

B. Payment of Impact Fees. For the period commencing on the Effective Date and continuing until expiration of the Initial Term, Developer shall pay when due all Impact Fees applicable to the Project and Affordable Housing Project in accordance with this Agreement in effect as of the Effective Date at the rates in effect as of the Effective Date, subject to any rate escalators in effect on the Effective Date or, in the absence of any built in rate escalators, the Consumer Confidence Index ("**CCI**"). Neither the Project nor the Affordable Housing Project shall be subject to New Impact Fees for the duration of the Initial Term.

1. Payment of Impact Fees for Extended Term.

a. First Extension Term. If the First Extension Term is granted by the City Manager pursuant to Section 3.2.B.1, all Impact Fees applicable to the Project and the Affordable Housing Project shall be calculated at the rates in effect as of the Effective Date for the duration of the First Extension Term. Neither the Project nor the Affordable Housing Project shall be subject to New Impact Fees for the duration of the First Extension Term.

b. Second Extension Term. If a Second Extension Term is granted by the City Manager pursuant to Section 3.2.B.2 and a building permit is pulled for either the Project or the Affordable Housing Project during the Second Extension Term period, all Impact Fees, applicable to the development subject to such building permit shall be calculated at the rates in effect as of the Effective Date, subject to any increases incurred as a result of the

Consumer Confidence Index ("**CCI**") in place as of the seventh (7^{th}) and eighth (8^{th}) year of the Second Extension Term. Neither the Project nor the Affordable Housing Project shall be subject to New Impact Fees for the duration of the Second Extension Term.

c. Additional Second Extension Term. If an Additional Second Term Extension is granted by the City Manager pursuant to Section 3.2.B.3 and a building permit is pulled for either the Project or the Affordable Housing Project during the Additional Second Extension Term period, all Impact Fees applicable to the development subject to such building permits shall be calculated at the rates in effect as of the Effective Date, subject to any increases incurred as a result of the CCI in place as of the ninth (9^{th}) and tenth (10^{th}) year of the Additional Second Extension Term. Neither the Project or the Affordable Housing Project shall be subject to the New Impact Fees for the duration of the Additional Second Extension Term.

C. The Impact Fees itemized on Exhibit H represent the Parties' good faith effort to identify the Impact Fees applicable to the Project, including the applicable escalators as set forth in the City's Impact Fee ordinances, resolutions or, where applicable, the CCI. The Impact Fees itemized on Exhibit H also include City wastewater and water capacity and connection charges, as set forth in the Mitigation Fee Act (Government Code section 66013 *et seq*.) City and Developer agree to amend and restate Exhibit H, as necessary, in the event one or more Impact Fees have been inadvertently omitted or if any escalation provisions have been inadvertently misstated or miscalculated.

D. Except as otherwise expressly provided for herein, Developer shall not be entitled to any credits toward Impact Fees or New Impact Fees due on account of the Community Benefits provided by Developer under this Agreement.

E. Developer acknowledges and agrees that: (a) the Project Approvals provided adequate and proper notice pursuant to Government Code Section 66020 of Developer's right to protest any requirements for fees, dedications, reservations, and other exactions as may be included in this Agreement (including, but not limited to the donation of the Affordable Site); and, (b) if no protest in compliance with Section 66020 is made within ninety (90) days of the date that notice was given, the period in which Developer may protest any and all fees, dedications, reservations, and other exactions as may be included in this Agreement will have been waived by the Developer.

F. Connection Fees. For purposes of this Agreement, "**Connection Fees**" means those fees charged by the City or by a utility provider to utility users as a cost for connection to water, sanitary sewer, and other applicable utilities. Developer shall pay Connection Fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

G. Processing Fees. For purposes of this Agreement, "**Processing Fees**" means all fees charged on a City-wide basis as part of the City's Master Fee Schedule to cover the cost of City processing of development project applications, including any required supplemental or other further environmental review, plan checking (time and materials) and inspection and

monitoring for land use approvals, design review, grading and building permits, General Plan maintenance fees, and other permits and entitlements required to implement the Project, which fees are in effect at the time those permits, approvals, or entitlements are applied for, and which fees are intended to cover the City's actual costs of processing the foregoing. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Processing Fees, City may charge and Developer agrees to pay all Processing Fees which are in effect on a City-wide basis at the time developer applies for permits, approvals, or entitlements.

H. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed by another agency having jurisdiction over the Project, which City is required to collect pursuant to Applicable City Regulations, State or Federal Law.

Section 5.2 Taxes and Assessments. Developer covenants and agrees to pay prior to delinquency all existing taxes and assessments and any and all new taxes or assessments that are adopted after the Effective Date and which conform to the terms of this Agreement, including this Section 5.2. As of the Agreement Date, City is unaware of any pending efforts to initiate, or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property in accordance with the Applicable City Regulations, but only if such taxes or assessments are adopted by or after Citywide voter approval, or approval by landowners subject to such taxes or assessments, and are imposed on other land and projects of the same category within the jurisdiction of City in a reasonably proportional manner as determined by City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property.

Section 5.3 MMRP Fair Share Contributions. As set forth in Section 8.8 below, Developer is required and agrees to comply with all mitigation measures adopted as part of the Project Approvals, including but not limited to designing and installing, to the extent applicable, upgrades to the water system, sanitary sewer system, stormwater system, and installing an extension to the City's recycled water infrastructure. Specifically, as provided by the DTPP Plan-Wide Amendments MMRP adopted by the City Council in connection with the DTPP SEIR, and to the extent applicable, the Developer shall be required to bear the cost of the design, constructing or installing these upgrades and improvements, including but not limited to the installation of recycled water supply pipelines with sufficient recycled water capacity to provide for all of the Project's recycled water demands pursuant to City standards, and may be reimbursed by subsequent development projects within the DTPP area to pay the fair-share contribution for any costs of constructing or installing the required improvements that benefit the subsequent projects. Without limiting Developer's obligation to pay all required contributions, Developer agrees to pay the following fair share contributions required to mitigate impacts pursuant to the DTPP SEIR.

Section 5.4 Offsets and Credits. In the event an assessment district is lawfully formed or a similar mechanism is created to provide funding for services, improvements, maintenance or facilities which are substantially the same as those services, improvements, maintenance or facilities being funded by the Impact Fees and/or fair-share contributions identified in Section 5.3 hereof to be paid by Developer under the Project Approvals or this Agreement, then such Impact Fees and/or fair-share contributions payable by Developer shall be subject to reduction/credit in an amount equal to Developer's new or increased assessment under the assessment district or similar mechanism. Alternatively, the new assessment district or similar mechanism shall reduce/credit Developer's new assessment in an amount equal to such Impact Fees to be paid by Developer under the Project Approvals or this Agreement. In calculating any reduction or credit, the Parties shall take into account the timing of payment of the Impact Fee and the new or increased assessment.

Section 5.5 City of Redwood City Business License. Developer, at its expense, shall obtain and maintain a City of Redwood City business license at all times during the Term, and shall include a provision in all general contractor agreements for the Project requiring each such general contractor to obtain and maintain a City of Redwood City business license during performance of the work of construction.

ARTICLE 6. ANNUAL REVIEW

Section 6.1 Periodic Review.

A. Purpose. As required by California Government Code section 65865.1, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every 12 months following the Effective Date to determine good faith compliance with this Agreement. Each annual review shall also document the status of the Project development.

B. Conduct of Annual Review. The annual review shall be conducted as provided in this Section 6.1. Each year, or by November 25 of each year, Developer shall provide documentation of its good faith compliance with this Agreement during the year by submitting a completed Annual Review Form in the form provided in Exhibit D ("**Annual Review Form**") and such other information as may reasonably be requested by the City Manager.

1. If the City Manager or designee finds good faith compliance by Developer with the terms of this Agreement, Developer shall be notified in writing within thirty (30) days and the review for that period shall be concluded.

2. If the City Manager is not satisfied that Developer is performing in accordance with the terms and conditions of this Agreement, the City Manager shall prepare a written staff report for the Council's consideration to specify why Developer may not be in good faith compliance with this Agreement, refer the matter to the City Council, and notify Developer in writing at least 15 business days in advance of the time at which the matter will be considered by the City Council. This notice shall include the time and place of the City Council's meeting to evaluate good faith compliance with this Agreement, a copy of the City Manager's report and

recommendations, if any, and any other information reasonably necessary to inform Developer of the nature of the proceeding.

a. The City Council shall conduct a hearing at which Developer must submit evidence that it has complied in good faith with the terms and conditions of this Agreement. Developer shall be given an opportunity to be heard at the hearing. The findings of the City Council on whether Developer has complied with this Agreement for the period under review shall be based upon substantial evidence in the record. If the City Council determines, based upon substantial evidence, that Developer has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If the City Council determines, based upon substantial evidence in the record, that Developer has not complied in good faith with the terms and conditions of this Agreement, or there are significant questions as to whether Developer has complied with the terms and conditions of this Agreement, the City Council, at its option, may continue the hearing and may notify Developer of the City's intent to meet and confer with Developer within 30 days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing in order to further consider the matter and to make a determination regarding Developer's good faith compliance with the terms and conditions of this Agreement. In the event City determines Developer is not in good faith compliance with the terms and conditions of this Agreement, City may exercise its right to terminate this Agreement by written Notice to Developer (without any requirement of a further public hearing pursuant to Section 11.2) or pursue legal action under Section 11.3.

C. Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

D. Certificate of Compliance. If, at the conclusion of the annual review described in Section 6.1.B, the Developer is found to be in compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Compliance ("**Certificate**") to Developer stating that after the most recent annual review and based upon the information actually known to an appropriate official of City specified in such Certificate that: (1) this Agreement remains in effect, and (2) the Developer is not in Default. The Certificate shall be in a recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the anticipated date of commencement of the next annual review. Developer may record the Certificate without cost or expense to City.

ARTICLE 7. MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach

hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary, or mortgagee ("**Mortgagee**"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

Section 7.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by the Project Approvals and this Agreement.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by Developer as provided herein, then so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

A. City, upon serving Developer any Notice of Default (as defined in Section 11.1), shall also serve a copy of such Notice upon any Mortgagee at the address provided to City, and no Notice by City to Developer hereunder shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee; provided, however, that failure so to deliver any such Notice shall in no way affect the validity of the Notice sent to Developer as between Developer and City.

B. In the event of a Default (as defined in Section 11.1) by Developer, any Mortgagee shall have the right to remedy, or cause to be remedied, such Default within sixty (60) days following the later to occur of (1) the date of Mortgagee's receipt of the Notice referred to in Section 7.3.A above, or (2) the expiration of the period provided herein for Developer to remedy or cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer; provided, however, that (1) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3.B and Mortgagee commences to cure the Default within such timeframes, then Mortgagee shall have such additional time as is required to cure the Default so long as Mortgagee diligently prosecutes the cure to completion and (2) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the Notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

C. Any Notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 13.5, addressed to the Mortgagee at the address provided by Mortgagee to City. Any Notice or other communication which Mortgagee shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth

in Section 13.5, or at such other address as shall be designated by City by Notice in writing given to the Mortgagee in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the Notice requirements of Section 13.5.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developer's expense, to facilitate Developer's negotiations with lenders. Such interpretations and/or technical amendments shall be made by the City Manager and considered to be a Minor Amendment, as that term is defined in Section 8.2 of this Agreement.

ARTICLE 8. AMENDMENT OF AGREEMENT OR PROJECT APPROVALS

Section 8.1 Amendment of Agreement by Mutual Consent. This Agreement may be terminated, modified or amended from time to time in whole or in part only by mutual written consent of the Parties hereto or their successors-in-interest or assigns, as further provided below. Upon written request of Developer for an amendment or modification of this Agreement, the City Manager or City Manager's designee shall determine whether the requested amendment or modification is a Minor Amendment, as defined in Section 8.2, when considered in light of the Project as a whole. For purposes of this Agreement, the City Manager or City Manager's designee's determination of whether the requested amendment or modification is Minor or Major shall be deemed final and not subject to further appeal.

Section 8.2 Definition of Minor Amendments. For purposes of this Agreement, a "**Minor Amendment**" shall be any change or modification to the Agreement that does not substantially affect the following:

A. The Term of this Agreement;

B. The permitted uses of the Property;

C. Provisions for the reservation or dedication of land;

D. Conditions, terms, restrictions, or requirements for subsequent discretionary actions;

E. The density or intensity of use of the Property or the maximum height or size of proposed buildings;

F. The nature, timing of delivery, or scope of public improvements required by the Project Approvals;

G. The amount of any monetary contributions by Developer;

H. The approval of a Substitute Site by the City Council, as set forth in Section 2.2 (D) of this Agreement; or

I. Interpretations or technical amendments that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof pursuant to Section 7.5 of Article 7 (Mortgagee Protection).

Section 8.3 Minor Amendment to the Agreement. If the City Manager or designee determines that the amendment or modification is a Minor Amendment to the Agreement as set forth in Section 8.2, the Minor Amendment may be approved by the City Manager or designee in writing as an "Administrative Amendment," and shall not, except to the extent otherwise required by Applicable City Regulations, require notice or public hearing before the Parties may execute the Administrative Amendment.

Section 8.4 Major Amendment. Any amendment to this Agreement other than a Minor Amendment as defined in Section 8.2 shall be deemed a "**Major Amendment**." Any Major Amendment shall be subject to approval by the City Council by ordinance following duly noticed public hearing before the Planning Commission and City Council consistent with Government Code sections 65867, 65867.5 and 65868.

Section 8.5 Requirement for Writing. No modification, Minor or Major Amendment, or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their successors. The City Manager shall provide a copy of any such change to the City Council within thirty (30) days of its execution.

Section 8.6 Amendments to Development Agreement Law. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Law as those provisions existed as of the Effective Date of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. In the event of the application of such Changes in the Law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such Changes in the Law and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such Changes in the Law. If such Change in the Law is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability. Developer and/or City shall have the right to challenge any Changes

in the Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.7 Amendments to Project Approvals. Project Approvals (not including amendments to this Agreement, as set forth above in Sections 8.3 through 8.5) may be amended or modified from time to time, subject to the written request of Developer or with the written consent of Developer at its sole discretion. Except as otherwise provided for herein, City shall not request, process, or consent to any amendment to the Project Approvals that would affect the Property or the Project without Developer's prior written consent. Amendments to the Project Approvals shall be governed by the Project Approvals and by the Applicable City Regulations. Once approved by City, all amendments shall automatically become part of the Project Approvals, as described in Recital L of this Agreement.

Section 8.8 Amendments and CEQA/Mitigation Measures. The City has prepared and certified the DTPP SEIR and the Consistency Checklist, which evaluates the environmental effects of full development, operation, and use of the Project, and has imposed all feasible mitigation measures, including the requirement to design and construct certain improvements or pay the fair share contributions set forth in Section 5.3 above, to reduce the significant environmental effects of the Project. The Parties understand that the DTPP SEIR and the Consistency Checklist are intended to be used not only in connection with the Project Approvals, but also, to the extent legally permitted, in connection with amendments to the Project Approvals. However, the Parties acknowledge that certain amendments may legally require additional analysis under CEQA. For example, a change in the Project Approvals could require additional analysis under CEQA if the triggering conditions identified in CEQA Guidelines Section 15162 are met. In the event supplemental or additional CEQA review is required for an amendment, City shall conduct such supplemental or additional CEQA review to the scope of analysis mandated by CEQA in light of the scope of City's discretion to be exercised in connection with the amendments. Developer acknowledges that, if the City determines based upon supplemental or additional CEQA review that the amendments to the Project Approvals will result in new significant effects or substantially increase the severity of effects that were identified in the DTPP SEIR and the Consistency Checklist, City may require additional feasible mitigation measures necessary to mitigate such impacts, provided however (except as otherwise expressly provided herein) such additional mitigation measures shall not prevent development of the Project for the uses set forth in the Project Approvals. Developer shall comply with the mitigation measures in the DTPP Plan-Wide Amendments MMRP, which reflect the mutually agreed-upon timing of specified improvements and Developer's pro rata share of funding, where applicable. In the event further mitigation measures are identified by such additional environmental review, City may require, and Developer shall comply with, all feasible mitigation measures necessary to substantially lessen new or substantially more severe significant environmental impacts of the Project Approvals, which were not foreseen at the time of execution of this Agreement.

ARTICLE 9. SUBSEQUENT APPROVALS AND IMPLEMENTATION

Section 9.1 Subsequent Approvals. Certain subsequent land use approvals, entitlements, agreements and permits other than the Project Approvals, will be necessary or

desirable for implementation of the Project ("**Subsequent Approvals**"). The Subsequent Approvals may include, without limitation, the following: amendments to the Project Approvals, approval of the Purchase Agreement, vacation and abandonment of the Spring Street Segment and Public Easements, approval and/or issuance of grading permits, building permits, tree removal permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, parcel maps, final maps and/or subdivision maps, design review, demolition permits, improvement agreements, encroachment permits, temporary special event permits, and any amendments to, or repealing of, any of the foregoing.

Section 9.2 Scope of Review of Subsequent Approvals. City shall not use its authority in considering any application for a Subsequent Approval to change the policy decisions reflected in the Project Approvals and this Agreement. Instead, the scope of review of applications for Subsequent Approvals shall be limited to review of substantial conformity with the Project Approvals, Applicable City Regulations, and compliance with CEQA. City shall not impose conditions or exactions on Subsequent Approvals that exceed the requirements of, or are otherwise inconsistent with, the Project Approvals, except as expressly permitted by this Agreement or otherwise required by Applicable City Regulations. At such time as any Subsequent Approval applicable to the Property is approved by City, then such Subsequent Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be incorporated therein and treated as part of the "Project Approvals" as defined in Recital L in this Agreement.

Section 9.3 Processing Applications for Subsequent Approvals.

A. Developer acknowledges that City cannot begin processing applications for Subsequent Approvals until Developer submits complete applications. Developer shall use diligent good faith efforts to provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under the Applicable City Regulations. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

B. Upon submission by Developer of all appropriate applications and Processing Fees for any pending Subsequent Approval, City shall, to the full extent allowed by the Applicable City Regulations, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on Developer's currently pending Subsequent Approval applications including:

1. Upon the written request of the Developer, providing at Developer's sole cost and expense and subject to City's ability to obtain such services, additional staff and/or staff consultants for planning and processing of each pending Subsequent Approval application (Developer shall pay such costs at cost plus ten percent (10%) for administrative costs incurred);

2. If legally required, providing notice and holding public hearings; and,

3. Acting on any such pending Subsequent Approval application.

C. Any subsequent discretionary action or discretionary approval initiated by Developer that is not otherwise permitted by or contemplated in the Project Approvals or which changes the uses, intensity, density, or building height or decreases the lot area, setbacks, parking, or other entitlements permitted on the Property, except for Project Approval amendments contemplated in Section 8.7, shall be subject to the rules, regulations, ordinances, and official policies of the City then in effect at the time of application and City reserves full and complete discretion with respect to any findings to be made in connection therewith.

Section 9.4 Other Agency Subsequent Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies on the Project ("**Other Agency Subsequent Approvals**"). Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developer, at Developer's expense, to the extent appropriate and as permitted by the Applicable City Regulations, in Developer's efforts to obtain, as may be required the Other Agency Subsequent Approvals. Nothing in this Section 9.4 shall relieve Developer of its obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Approvals and the Project Approvals. Notwithstanding the issuance to Developer of Other Agency Subsequent Approvals, Developer agrees that City may reasonably review and comment upon any materials or applications associated with Other Agency Subsequent Approvals to ensure consistency with the Project Approvals and Developer shall make diligent good faith efforts to incorporate any and all changes requested by City prior to submitting such materials and applications for review and/or approval to the other governmental or quasi-governmental entities with jurisdiction over the Project.

Section 9.5 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge as defined in Section 12.3, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals, and in order to avoid or minimize to the greatest extent possible any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals and this Agreement, or any conflict with the Project Approvals or this Agreement or frustration of the intent or purpose of the Project Approvals or this Agreement.

Section 9.6 State, Federal, or Case Law. Where any state, federal, or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement and take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.7 Defense of Agreement. City, at Developer's expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by the Applicable City Regulations and State or Federal law.

ARTICLE 10. ASSIGNMENT, TRANSFER AND NOTICE

Section 10.1 Transfers and Assignments. Except as otherwise provided in the Partial Assignment and Assumption Agreement referred herein and attached as Exhibit G, Developer shall have the right to sell, assign, or transfer ("**Transfer**") in whole or in part its rights, duties, and obligations under this Agreement without the consent of City; provided, however, in no event shall the rights, duties, and obligations conferred or imposed upon Developer pursuant to this Agreement be at any time so transferred except through a transfer of the Property and all such Transfers shall be made in accordance with the requirements of this Section 10.1. In the event of a transfer of a portion of the Property, Developer shall have the right to Transfer its rights, duties, and obligations under this Agreement that are applicable to the transferred portion, and retain all rights, duties, and obligations applicable to the retained portions of the Property.

A. Upon Developer's request, City, at Developer's expense, shall cooperate with Developer and any proposed transferee to allocate rights, duties, and obligations under the Project Approvals and this Agreement between the transferred Property and the retained Property; provided, however, in no event shall Developer Transfer its obligations under Article 2 (Community Benefits) to any third party acquiring less than ninety percent (90%) of the acreage of the Property.

B. Developer shall notify City in writing of any proposed Transfer at least thirty (30) days prior to completing such Transfer. At least twenty-one (21) days prior to the effective date of the Transfer, Developer shall deliver to City a draft of the proposed written assignment and assumption agreement in which the transferee expressly agrees to assume the rights and obligations of Developer under this Agreement being transferred. The assignment and assumption agreement shall be in substantially the same form attached hereto as Exhibit E. No later than ten (10) business days after the date the Transfer becomes effective, Developer shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement.

Section 10.2 Release upon Transfer. Upon the Transfer of Developer's rights and interests under this Agreement pursuant to this Article 10, Developer shall automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that Developer has provided to City written Notice of such Transfer, and the transferee executes and delivers to City a written agreement in accordance with Section 10.1 above. Upon any Transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such transferee, City agrees to

look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferor and the transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a transferor or a transferee shall only affect the portion of the Property owned by such transferor or transferee. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 13.4 below, nor shall such failure negate, modify, or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

ARTICLE 11. DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. The failure by a Party to perform any material action or covenant required by this Agreement within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a "**Default**" under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. Notwithstanding anything to the Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement, including the right to terminate this Agreement as set forth in Section 11.2 below.

A. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for the following:

1. Termination of this Agreement;

2. Institution of legal proceedings with respect thereto; or

3. Issuance of any approval with respect to the Project.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to initiate legal proceedings pursuant to Section 11.3 and/or terminate this Agreement upon giving Notice of Intent to Terminate pursuant to Government Code Section 65868. Following Notice of Intent to Terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code Section 65867 and for public hearing as set forth in Section 6.1.B above. Following consideration of the evidence presented in said review before the City Council, a Party alleging Default by another Party may give written Notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject

to the provisions of Section 11.7 below. In the event that this Agreement is terminated pursuant to above or this Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3. City Remedies. In the event of a breach of this Agreement, its invalidation (whether by a court of law or referendum), and/or termination, in addition to any remedies provided herein, the City may, in its sole discretion, institute appropriate actions to withhold, condition, suspend or revoke any legislative action, permit, license, or other entitlement for the Project Approvals, including without limitation final inspections for occupancy and/or certificates of occupancy, in accordance with the requirements of the City's Municipal and Zoning Code, it being understood that nothing herein is intended to limit the City's rights to exercise its police powers.

Section 11.4 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer's registered agent for service of process, or in such other manner as may be provided by law.

Section 11.5 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall 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 by the other Party, except as otherwise expressly provided herein.

Section 11.6 No Damages. In no event shall a Party, or its boards, commissions, members, officers, agents, or employees, be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by another Party shall be an action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall

not preclude actions by City to enforce payments of monies or the performance of obligations requiring an obligation of money from the Developer under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or pay funds under Article 2. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable City Regulations, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developer and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations set forth in Section 12.2 (Indemnification) and Section 12.3 (Defense, Indemnification, and Cooperation in the Event of Legal Challenge), or expressly set forth herein as surviving the termination of this Agreement. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.8 California Claims Act. Compliance with the procedures set forth in this Article 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq*.) including, but not limited to, the Notice of an event of Default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12. INSURANCE AND INDEMNITY

Section 12.1 Insurance Requirements. In connection with development of the Project, Developer shall procure and maintain, or cause its contractor(s) to procure and maintain the following coverages, terms, and conditions:

> Commercial general liability policy with coverage at lease as broad as Insurance Services Office form CG 00 01, in an amount not less than Five Million Dollars ($5,000,000) per occurrence, and Five Million Dollars ($5,000,000) products and

completed operations aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. Developer's general liability policy(s) shall be primary and not seek contribution from the City's coverage or contain an endorsement granting primary and non-contributory coverage. The policy(s) shall contain additional insured endorsements for ongoing and completed operations using Insurance Services Office form CG 20 10 (or equivalent) and form CG 20 37 (or equivalent) to provide that City and its officers, officials, employees, and volunteers are additional insureds under such policy(s). Any failure to comply with reporting provisions of the policies by Developer shall not affect coverage provided the City. Coverage shall state that Developer insurance shall 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. Coverage shall contain a waiver of subrogation in favor of the City.

Business Automobile Liability with coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident. Developer's automobile liability policy shall be primary and not seek contribution from the City's coverage or contain an endorsement granting primary and non-contributory coverage.

The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and excess or umbrella liability policies.

Developer shall maintain statutory Workers' Compensation Insurance 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, officials, employees, and volunteers. Proof of Worker's Compensation is not required if Consultant provides written verification that they have no employees.

Developer's insurance shall be placed with insurers with a current A.M. Best rating of no less than A-: VII or a rating otherwise approved by the City in its sole discretion. Developer shall furnish at City's request appropriate certificate(s) of insurance, including all required endorsements, evidencing the coverage required of Developer hereunder. The certificate of insurance shall contain a statement of obligation on the part of each carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (or ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the Developer. If such a notification obligation is not available from the insurance carrier, the Developer will notify the City in writing of any imminent cancellation, or material change in

coverage within three (3) business days. Liability coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policies shall include such coverage or be endorsed to provide the coverage.

Section 12.2 Indemnification. To the fullest extent permitted by law, Developer shall defend (with counsel reasonably acceptable to City), indemnify, assume all responsibility for, and hold harmless City Parties, from and against, any and all claims, causes of action, damages, demands, defense costs, injuries or deaths, liabilities, obligations, and costs or expenses, including attorneys' fees and costs, arising directly or indirectly from or in connection with, or caused, or on account of: (a) the work to construct the Project and its Community Benefits and public improvements, including the design, development, construction, and operation thereof; (b) the process for development of the Project, including any approval with respect thereto; and/or (c) any other transaction contemplated by this Agreement, whether such claims shall accrue or be discovered before or after expiration or termination of this Agreement. The City shall, after receipt of notice of the existence of such a claim for which it is entitled to indemnity hereunder, notify Developer in writing of the existence of such claim or commencement of such action. Developer's indemnity obligations under this Section 12.2 shall not extend to claims occasioned by the sole negligence or willful misconduct of City Parties. The provisions of this Section 12.2 shall survive termination or expiration of this Agreement.

Section 12.3 Defense, Indemnification, and Cooperation in the Event of a Legal Challenge.

A. The filing of any third party court action or proceeding instituted by a third party or other governmental entity or official against City or Developer relating to the Project Approvals, this Agreement, or construction of the Project shall not delay or stop the development, processing, or construction of the Project or approval of any Subsequent Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official against City or Developer relating to the Project Approvals, this Agreement, or construction of the Project ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge:

1. Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice;

2. City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice, with the reasonable costs of such representation to be paid by Developer;

3. Developer shall reimburse City, within thirty (30) days following City's written demand therefor, which may be made from time to time during the course of such Litigation Challenge, all reasonable costs and expenses incurred by City in connection with the Litigation Challenge, including City's reasonable administrative, legal, and court costs, and City Attorney oversight expenses, including the retention of outside counsel; and

4. Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees, or cost awards, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation.

C. Upon request by Developer, City may enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned, or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

ARTICLE 13. MISCELLANEOUS PROVISIONS

Section 13.1 Incorporation of Recitals, Exhibits, and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 13.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 13.3 Construction. Each reference herein to this Agreement or any of the Project Approvals (including any amendments or Subsequent Approvals) shall be deemed to refer to the Agreement and the Project Approvals as it may be amended from time to time in accordance with this Agreement, whether or not the particular reference refers to such possible amendment. 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 of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, 1) the plural and singular numbers shall each be deemed to include the other; 2) the masculine, feminine, and neuter

genders shall each be deemed to include the others; 3) "shall," "will," or "agrees" are mandatory, and "may" is permissive; 4) "or" is not exclusive; 5) "include," "includes" and "including" are not limiting and shall be construed as if followed by the words "without limitation;" and 6) "days" means calendar days unless specifically provided otherwise.

Section 13.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants, and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

Section 13.5 Notices. Any notice or communication required hereunder between City and Developer ("**Notice**") must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. Courtesy notice may be given by email but shall not constitute Notice under this Agreement. If personally delivered, a Notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (B) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their addresses set forth below:

To City: City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attn: City Manager

With a copy to: City Attorney's Office
1017 Middlefield Road
Redwood City, CA 94063
Attn: City Attorney

and:

To Developer: 1900 Broadway Owner LLC
644 Menlo Ave 2nd floor
Menlo Park, CA 94025
Attn: Mark Murray

With a copy to: Jorgenson Siegel McClure & Flegel, LLP
1100 Alma St., Ste 210
Menlo Park, CA 94025
Attn: Camas J. Steinmetz

Section 13.6. Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 13.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after City and Developer enter into this Agreement, the City Clerk shall record this Agreement in the Official Records of the County of San Mateo. Thereafter, if this Agreement is terminated, modified, or amended, the City Clerk shall record notice of such action in the Official Records of the County of San Mateo.

Section 13.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that:

A. The subject development is a private development;

B. City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals;

C. Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under the Project Approvals, this Agreement, the Subsequent Approvals, and Applicable Law; and

D. City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 13.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 13.10 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or their designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

Section 13.11 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, the following: 1) this Agreement is in full force and effect and a binding obligation of the Parties; 2) this Agreement has not been amended or modified either orally or in writing, or if amended, identifying the amendments; 3) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and, 4) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate, or give a written, detailed response explaining why it will not do so, within thirty (30 days following the receipt thereof. The failure of either Party to provide the requested certificate within such thirty (30) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 13.12 No Third Party Beneficiaries. City and Developer hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 13.13 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 13.14 Limitation on Liability. In no event shall any partner, officer, director, member, shareholder, employee, manager, representative, or agent of Developer or any manager or member of Developer be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of this Agreement; or any elected or appointed official, member, officer, agent, or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF REDWOOD CITY, a California charter city and municipal corporation

By: _____
Melissa Stevenson Diaz, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By: _____
Veronica Ramirez, City Attorney

ATTEST:

By: _____
Yessika Castro, City Clerk

DEVELOPER:

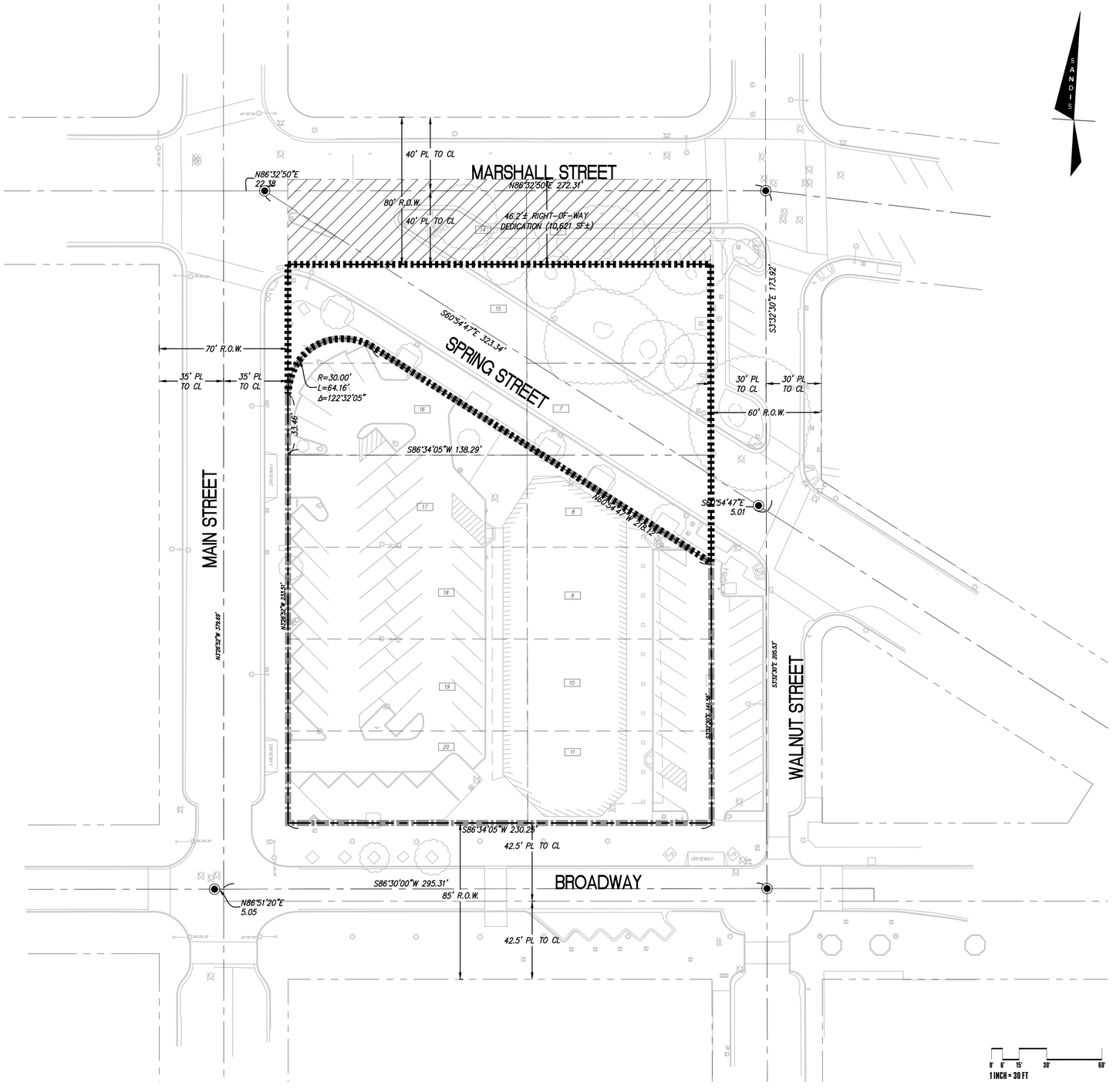
LANE 1900 BROADWAY OWNER LLC, a California limited liability company

By: _____

_____

_____
[signature must be notarized]

EXHIBIT A
PROPERTY MAP



LEGEND

		AREA
	AREA TO BE RETAINED BY CITY	10,621 SF
	CITY PARCEL TO BE PURCHASED	21,104 SF
	1900 BROADWAY PARCEL	48,768 SF

© 2023

LANE PARTNERS

SANDIS

TOPOGRAPHIC SURVEY

1900 BROADWAY

Planning Submittal 09.30.2021
Planning Submittal 03.03.2022
AAC Submittal 04.27.2022
Planning Submittal 01.06.2023
Planning Submittal 09.06.2023
Planning Submittal 11.09.2023

TM2.0

Project Number: 10168.002

ATTY/AGR/2024.193 – GATEKEEPER DA – 1900 BROADWAY – EXHIBIT A - PROPERTY MAP
REV: 10-22-24 VR
Oct 22, 2024 – 9:54am sysoutake S:\21909\5\(4) ENGINEERING\(3) EXHIBITS\ROW Vacation\Parklet Area Exhibit_REV.dwg

EXHIBIT B-1

LEGAL DESCRIPTION OF 1900 BROADWAY

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE:

PORTIONS OF LOTS 15 AND 16, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TOWN OF MEZESVILLE" (COMMONLY KNOWN AS "MAIN STREET LOTS"), FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON AUGUST 1, 1856, IN BOOK 1 OF MAPS, AT PAGE 79, AND ALSO A PORTION OF LOT 7, BLOCK 17, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SWEENY'S ADDITION TO REDWOOD CITY", FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON JULY 17, 1896, IN BOOK "C" OF MAPS, AT PAGE 39, AND COPIED INTO BOOK 2 OF MAPS, AT PAGE 79, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 16, SAID CORNER ALSO BEING A POINT ON THE EASTERLY LINE OF MAIN STREET, 70.00 FEET IN WIDTH, AS SHOWN ON SAID MAP; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, NORTH 3° 30' 00" WEST, A DISTANCE OF 33.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 122° 32' 16", AN ARC DISTANCE OF 64.16 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY, ALONG A LINE PARALLEL WITH AND 10.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY FROM THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SPRING STREET, 60.00 FEET IN WIDTH, AS SHOWN ON LAST SAID MAP; SOUTH 60° 57' 47" EAST, A DISTANCE OF 109.29 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 7, BLOCK 17; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINES OF SAID LOT 7 AND SAID LOT 16, SOUTH 86° 30' 48" WEST, A DISTANCE OF 138.27 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

LOTS 8, 9, 10 AND 11 IN BLOCK 17, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SWEENEY'S ADDITION TO REDWOOD CITY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, ON JULY 17, 1896, IN BOOK "C" OF ORIGINAL MAPS, AT PAGE 39, AND COPIED INTO BOOK 2 OF MAPS, AT PAGE 79.

EXCEPTING THEREFROM:

ALL THAT PORTION OF LOTS 8 AND 9 REFERRED TO IN PARCEL TWO ABOVE, AS GRANTED TO THE CITY OF REDWOOD CITY, A MUNICIPAL CORPORATION, IN THAT CERTAIN INSTRUMENT RECORDED NOVEMBER 2, 1973, IN BOOK 6497, AT PAGE 588, INSTRUMENT NO. 88691-AG, OFFICIAL RECORDS OF SAN MATEO COUNTY.

PARCEL THREE:

LOTS 17, 18, 19 AND 20 ON MAIN STREET, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TOWN OF MEZESVILLE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, ON AUGUST 1, 1856, IN BOOK 1 OF MAPS, AT PAGE 79.

EXHIBIT B-2

LEGAL DESCRIPTION OF CITY PARCEL

(To Be Inserted)

EXHIBIT C

AFFORDABLE HOUSING PROPERTIES MAP AND LEGAL DESCRIPTION

LEGAL DESCRIPTION

Real property in the City of Redwood, County of San Mateo, State of California, described as follows:

LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523, SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75 FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25' 40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

EXHIBIT D

ANNUAL REVIEW FORM

This Annual Review Form is submitted to the City of Redwood City ("**City**") by _____ ("**Developer**") pursuant to the requirements of California Government Code section 65865.1 regarding Developer's good faith compliance with its obligations under the Development Agreement between the City and Developer dated as of _____, 202_ ("**Development Agreement**"). All terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement:

Annual Review Period: _____ to _____.

[*Specify whether applicable Impact Fees, Capacity Fees, Processing Fees, Connection Fees and/or other fees due and payable have been paid during this annual review period.*

Describe any extension of the Term of the Development Agreement, including any extensions made as a result of Force Majeure Delay pursuant to Article 3 of the Development Agreement.

Summarize specific strategies to be followed in the coming year intended to facilitate the processing of permits and/or Project construction, including the construction of Affordable Housing Units.

Describe whether other applicable Development Agreement obligations were completed during this annual review period.

Specify whether Developer has assigned the Development Agreement in whole or in part or otherwise conveyed the Property or any portion thereof during this annual review period.]

The undersigned representative confirms that Developer is:

_____ In good faith compliance with its obligations under the Development Agreement for this annual review period.

_____ Not in good faith compliance with its obligations under the Development Agreement for this annual review period, in response to which Developer is taking the actions set forth in the attachment hereto.

IN WITNESS WHEREOF, Developer has executed this Annual Review Form as of this ____ day of _____ , 20__.

DEVELOPER:

_____ , a

_____

By: _____

Name: _____

Title: _____

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

Space Above This Line Reserved for Recorder's Use
Exempt from Recording Fee Per Government Code Section 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
(DEVELOPMENT AGREEMENT)

This Assignment and Assumption Agreement (this "**Agreement**") is entered into as of _____, 20___ ("**Effective Date**"), by and between Lane 1900 Broadway Owner LLC, a California limited liability company (the "**Assignor**"), and _____, a _____ (the "**Assignee**").

RECITALS

A. Assignor previously entered into that certain Development Agreement By and Between City of Redwood City and Lane 1900 Broadway Owner LLC, dated as of _____ __, 20__, which was recorded in the Official Records of San Mateo County on _____, 20__ as Instrument No. _____ ("**Development Agreement**"). All defined terms not specifically defined herein in **bold** language shall have the meanings ascribed to the terms in the Development Agreement and are incorporated in this Agreement.

B. The Development Agreement relates to certain property located in the City of Redwood City, County of San Mateo County, California (the "**Property**"). The Property is more particularly described in the Development Agreement.

C. Assignor desires to transfer all of Assignor's interest in the Development Agreement and to assign to Assignee its rights, duties and obligations under the Development Agreement and Assignee desires to accept and assume each and all of the rights, duties, and obligations of the Assignor under the Development Agreement.

D. Pursuant to Article 10 (Assignment, Transfer and Notice) of the Development Agreement, the Assignor may assign in whole or in part its rights, duties and obligations under the Development Agreement without the City's consent, provided that the assignment is in writing and is made in accordance with Section 10.1 of the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the foregoing recitals, mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that each of the foregoing Recitals are true and correct and are hereby incorporated by this reference as if fully set forth in their entirety.

2. Effective Date. As used in this Agreement, the "Effective Date" shall be the date this Agreement is entered into by the Assignor and Assignee as first written above.

3. Assignment. As of the Effective Date, Assignor transfers and assigns to Assignee all of Assignor's rights, duties and obligations under the Development Agreement ("collectively the "**Assigned Obligations**").

4. Assumption. As of the Effective Date, Assignor is assigning to Assignee and Assignee is assuming the foregoing assignment of the Assigned Obligations and agrees to perform and be bound by all of the terms, covenants, duties, obligations and conditions imposed upon the Assignor under the Development Agreement for the benefit of the City, as if the Assignee were the original signatory thereto, requiring performance subsequent to the Effective Date. The Assignee agrees to be bound in every way by all of the terms, covenants, duties, obligations and conditions in respect of the Assignor contained in the Assigned Obligations occurring subsequent to the Effective Date. All references in the Development Agreement to the Assignor shall hereafter be deemed to be references to the Assignee.

5. Representation and Warranty of Assignor. Assignor represents and warrants that;

a. In connection with any obligations imposed under Article 2 (Community Benefits) of the Development Agreement, the Assignee is in possession of no less than ninety percent (90%) of the acreage of the Property; and,

b. To the best of the Assignor's knowledge, as of the date hereof, there exists no event of default under the Development Agreement and that there is no event that, with the giving of notice, the passage of time, or both, would constitute an event of default.

6. Release. Pursuant to Section 10.2 of the Development Agreement, upon execution and recordation of this Agreement, Assignor shall automatically be released from its obligations and liabilities under the Development Agreement with respect to that portion of the Property assigned, and any subsequent default or breach with respect to the retained rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations of the Development Agreement, provided that Assignor has provide to City written notice of said assignment in accordance with Section 10.1 of the Development Agreement.

7. Indemnification. To the full extent permitted by law, Assignor and Assignee shall be obligated to indemnify the City according to the terms and conditions and to the same extent as is specified in the Development Agreement.

8. Further Acts. Each of the parties, upon the request of any other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

9. Attorneys' Fees. In the event of any litigation arising out of the subject matter of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

10. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the extent allowed by law.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of San Mateo.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate the execution of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or electronic mail, and such facsimile or electronic mail counterparts shall be binding as original signature pages.

[Signature page follows]

ASSIGNOR:

Lane 1900 Broadway Owner, LLC, a California limited liability company

By: _____

Name: _____

Title: _____

Date: _____

(Signatures must be notarized)

ASSIGNEE:

[Insert Assignee Entity Name]

By: _____

Name: _____

Its: _____

(Signatures must be notarized)

EXHIBIT F

AFFORDABLE HOUSING LAND DONATION AGREEMENT

This Affordable Housing Land Donation Agreement ("**Agreement**"), executed and dated as of _____ __, 2024 (the "**Execution Date**"), is entered into by and among the City of Redwood City, a California charter city (the "**City**"), Lane 1900 Broadway Owner LLC, a California limited liability company ("**Developer**"), Lane 847 Woodside, LLC, a California limited liability company (Developer's "**Affiliate Company**" and hereinafter referred to as "**Donor**"), and Eden Housing, Inc., a California nonprofit public benefit corporation, and its permitted successors and assigns (the "**Qualified Designee**"), with reference to the following facts:

Recitals

A. The following recitals ("**Recitals**") refer to and utilize certain capitalized terms which are defined in the Recitals, the preamble of this Agreement, and Section 1.1 of this Agreement. The parties intend to refer to those definitions with the initial use in **bold**, and thereafter with capitalized terms.

B. On June 25, 2018, the City adopted Ordinance 1130-375, the Affordable Housing Ordinance, set forth in Article 29 of the Redwood City Zoning Code, as amended (the "**Ordinance**") which requires that specified new nonresidential development projects and residential development projects construct affordable units on-site or pay a housing impact fee as specified in Section 29.3 of the Ordinance. The Ordinance allows, under specified circumstances, a developer to propose alternative means of compliance, as set forth in Section 29.8 of the Ordinance. The City has also published Affordable Housing Guidelines, dated May 8, 2024 ("**Guidelines**"), to assist with the implementation of the Ordinance.

C. Developer submitted an application for development of a project at 1900 Broadway for a seven (7)-story mixed-use commercial office building consisting of approximately 256,205 square feet of office, and including 10,060 square feet of ground floor retail, a 12,085 square feet of public plaza, an approximately 1,000 square feet public community room with an additional 715 square feet of storage for the City's use, with two levels of underground parking (538 spaces) and 127 bicycle parking spaces, at the corner of Broadway and Main Street (the "**1900 Broadway Project**"), which is subject to the Ordinance. Concurrently with this Agreement, the City has approved certain entitlements on the 1900 Broadway Project, including but not limited to General Plan and Downtown Precise Plan Amendments, a Vesting Tentative Parcel Map, a Downtown Planned Community Permit, Use Permit, and the Affordable Housing Plan defined in Recital F, subject to Conditions of Approval (collectively, "**the 1900 Broadway Project Approvals**").

D. Concurrently approved with this Agreement, on _____, 2024, the City approved the 1900 Broadway Project Approvals and adopted Ordinance No. _____ approving a Development Agreement By and Between City of Redwood City and Lane Partners LLC in connection with the 1900 Broadway Project ("**Development Agreement**"). As part of the Development Agreement, it is anticipated that the Developer and the Qualified Designee shall enter into a Partial Assignment of Development Agreement (the "**Partial Assignment of Development Agreement**"), in which the Qualified Designee shall assume the affordable housing rights, duties, and obligations of the Developer associated with the 1900 Broadway Project Approvals under the Development Agreement for the 1900 Broadway Project.

E. Under the Ordinance and the 1900 Broadway Project Approvals, as a condition of developing the 1900 Broadway Project, the Developer is required to either: (1) develop twenty-five (25) units of affordable housing; or, (2) pay the Affordable Housing Impact Fee in the amount of Five Million Seven Hundred Seventy-Three Thousand Four Hundred Thirty-Seven Dollars ($5,773,437) (the "**Project Fees**"), the amount required to be paid calculated based on the amount of the fees due on date the entitlements for the 1900 Broadway Project were approved. Under the Ordinance, developers may propose alternative means of compliance in meeting its affordable housing obligation, such as donating land under specified circumstances.

F. Included in the 1900 Broadway Project Approvals, the City approved an Affordable Housing Plan for the 1900 Broadway Project, dated August 1, 2024 (the "**Affordable Housing Plan**"), attached hereto as Exhibit B and incorporated herein, which contemplates and allows for the land donation described in this Agreement in lieu of paying the Affordable Housing Impact Fee, and in connection with such approval, found that the conditions set forth in Section 29.7D of the Ordinance and the required criteria for land donations set forth in Section 29.8H of the Ordinance were satisfied.

G. Section 29.1(C)(12) of the Ordinance recognizes that accepting land donations increases the sites with appropriate zoning, development standards, and infrastructure capacity to accommodate affordable residential developments within the City and Section 29.8H sets forth the criteria for such land donations.

H. As a condition of the City's approval of the land donation and to satisfy the conditions in the approved Affordable Housing Plan, the Developer has agreed to donate or cause Donor to donate, and, upon and subject to the terms, conditions, and requirements in this Agreement, the Qualified Designee desires to accept, the specified 41,504 square foot parcel real property commonly known as 847 Woodside Road, in the City, County of San Mateo ("**County**"), State of California, as more particularly described in Exhibit A-1, attached hereto and incorporated herein by this reference (the "**Affordable Site**"). A Preliminary Title Report of the Affordable Site is also attached hereto and incorporated herein by reference as Exhibit A-2. As of the date of this Agreement, the Affordable Site is a separate legally created and conveyable parcel.

I. Under the Affordable Housing Plan, the Qualified Designee has agreed to develop the Affordable Site with, not less than approximately seventy-one (71) affordable residential units (excluding the manager's unit) in such manner and subject to such income requirements as specified in the Affordable Housing Plan (the "**Affordable Units**"), required by the City in order to facilitate the entitlement and development of the 1900 Broadway Project (the "**Affordable Development**").

J. The City has determined that Qualified Designee is a "**Qualifying Designee**" as such term is used as part of the Affordable Housing Plan requirements set forth in Chapter 2(I)(c)(1) of the Guidelines, and has experience in the development, ownership, and operation of affordable housing projects similar to the anticipated Affordable Development.

K. Subject to the terms and conditions of this Agreement, Donor proposes to convey and donate the Affordable Site to the Qualified Designee and the Qualified Designee desires to

accept the Affordable Site from Donor, (such arrangement referred to herein as the "**Land Donation**").

L. Only upon the Close of Escrow of the Land Donation, shall the Donor's obligations under the Ordinance and the Affordable Housing Plan be deemed satisfied.

M. As of the date of this Agreement, the City Council has approved certain entitlements for the Affordable Development, including but not limited to an Architectural Permit, Vesting Tentative Parcel Map, and Density Bonus with associated Concessions and Waiver, subject to Conditions of Approval in connection with the development of the Affordable Site (collectively, the "**Affordable Development Project Approvals**").

N. This Agreement and the actions contemplated hereunder have been reviewed with respect to applicability of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("**CEQA**"). On February 13, 2023, the City Council adopted Resolution No. 16124, certifying the Final Environmental Impact Report ("**Housing Element Update EIR**") and Mitigation Monitoring and Reporting Program ("**Housing Element Update MMRP**") for the Housing, Built Environment, Public Safety, Building Community, Natural Resources & Environmental Justice Elements Update to the Redwood City General Plan. On June 26, 2023, by adopting Resolution No. 16153, the City Council certified a Subsequent Environmental Impact Report ("**SEIR**") to the Downtown Precise Plan, adopting CEQA findings of fact, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program ("**DTPP Amendment MMRP**") related to the City's approval of the Downtown Precise Plan Amendments. Concurrently with the approval of this Agreement and in connection with both the 1900 Broadway Project Approvals and the Affordable Development Project Approvals, the City Council also adopted a CEQA Guidelines Section 15183 Consistency Checklist, which determined that the 1900 Broadway Project and the Affordable Development are exempt from CEQA under CEQA Guidelines Section 15183 because there were no environmental effects which are peculiar to the project or its site, no potentially significant effects that were not already identified and analyzed in the Housing Element EIR and SEIR, nor are there any potentially significant off-site impacts and/or cumulative impacts which were not discussed in the Housing Element EIR and SEIR, nor is there any substantial new information that which was not known at the time of the certification of the Housing Element EIR and SEIR that identifies any significant effects which will have a more severe adverse impact than discussed in the Housing Element EIR and SEIR. As required by the Affordable Development Project Approvals, the Affordable Development shall implement and comply with all applicable mitigation measures described in the Housing Element EIR, SEIR and the Housing Element MMRP and DTPP Amendment MMRP, as well as the conditions of approval applicable to the 1900 Broadway Project and the Affordable Development.

O. Developer acknowledges and agrees that: (i) the 1900 Broadway Project Approvals and Affordable Development Project Approvals provided adequate and proper notice that, pursuant to Government Code Section 66020, Developer's right to protest any requirements for fees, dedications, reservations, and other exactions as may be included in this Agreement must be made within ninety (90) days of the date of the earliest discretionary approval of the 1900 Broadway Project and Affordable Development Project Approvals; and, (ii) if no protest in compliance with Government Code Section 66020 is made within ninety (90) days from the date of the earliest discretionary approvals, the period in which Developer may protest any and all fees,

dedications, reservations, and other exactions as may be included in this Agreement will have expired.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for fair and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to those capitalized terms defined in the preamble and the Recitals to this Agreement and elsewhere in this Agreement, the following capitalized terms have the following meanings in this Agreement:

(a) "**Affiliated Company**" means any corporation, limited liability company, partnership, trust or other business entity controlling, controlled by or under common control of the Developer. For purposes of the foregoing, "control" means the power, directly or indirectly, by voting rights, contract or otherwise, to direct or cause the direction of the management or policies of a person or entity.

(b) "**Affordable Development**" has the meaning set forth in Recital I.

(c) "**Affordable Development Project Approvals**" has the meaning set forth in Recital M, above.

(d) "**Affordable Housing Program Guidelines**" means the Affordable Housing Program Guidelines adopted to implement the Affordable Housing Ordinance.

(e) "**Affordable Housing Plan**" means that certain affordable housing plan referenced in Recital F, above and attached hereto as Exhibit B, incorporated herein by this reference.

(f) "**Affordable Housing Restrictive Covenant**" means that certain Affordable Housing Restrictive Covenant Agreement, substantially in the form attached hereto as Exhibit G, incorporated herein by this reference, that is required to be recorded against the Affordable Site on the Close of Escrow which shall restrict the occupancy of the Affordable Units for a term of fifty-five (55) years from the date the Affordable Units are completed.

(g) "**Affordable Rent**" means the total monthly Rent for an Affordable Unit not exceeding either (as applicable) the rents specified by Section 50053 of the California Health and Safety Code, or thirty percent (30%) of the imputed income limitation applicable to such unit pursuant to Section 42(g)(2)(C) of the Internal Revenue Code (as determined by CTCAC) for the appropriate Household Income level.

(h) "**Affordable Site**" means that certain real property described in Recital H and set forth in Exhibit A-1, incorporated herein by this reference.

(i) "**Affordable Units**" has the meaning set forth in Recital I above, provided that any reference herein to "Affordable Units" in connection with the Affordable Housing Restrictive Covenant, excluding the unrestricted manager's unit.

(j) "**Agreement**" shall mean the Affordable Housing Land Donation Agreement.

(k) "**Area Median Income**" or "**AMI**" means the median gross yearly income adjusted for Actual Household Size (to qualify residents) or Assumed Household Size (to calculate rents), as applicable, in San Mateo County, either as applicable (i) as published from time to time by the State of California Department of Housing and Community Development; or (ii) as determined by the Secretary of the Treasury of the United States for purposes of Section 42 of the Internal Revenue Code. In the event that such income determinations are no longer published or are not updated for a period of at least eighteen (18) months, the City shall provide the Qualified Designee with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(l) "**Assignment and Assumption Agreement**" means that certain Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit E, incorporated herein by this reference, under which the rights of the Qualifying Designee are assigned to a City-approved qualifying designee or a Permitted Transferee single purpose entity.

(m) "**Assignment of Contracts**" means that certain Assignment of Contracts Agreement, substantially in the form attached hereto as Exhibit F, incorporated herein by this reference, under which the rights of the Qualifying Designee under specified contracts are assigned to the City.

(n) "**CEQA**" means the California Environmental Quality Act ("Public Resources Code Section 2100 *et seq*, as set forth in Recital N above.

(o) "**Close of Escrow**" means the date that: (i) the Grant Deed conveying the Affordable Site is recorded in the Official Records; (ii) the Irrevocable Offer to Dedicate is recorded against the Affordable Site; and, (iii) the Affordable Housing Restrictive Covenant is recorded against the Affordable Site.

(p) "**Construction Commencement Period**" has the meaning set forth in Section 3.2(c).

(q) "**CTCAC**" means the California Tax Credit Allocation Committee.

(r) "**DTPP Amendment MMRP**" has the meaning set forth in Recital N.

(s) "**Effectuating Agreements**" has the meaning set forth in Section 13.12 below.

(t) "**Execution Date**" shall mean the date the Agreement is signed by all Parties.

(u) "**Existing Occupants**" shall have the same meaning as set forth in Section 3.10(a) below.

(v) "**Extremely Low-Income Household**" means a household with an annual Household Income no greater than the maximum income for extremely low income households, as published annually by the City for each household size, based on either HUD income limits for the County or the HCD income limits for the County, as applicable.

(w) "**Extremely Low-Income Rent**" means the Affordable Rent permitted to be charged for an Extremely Low-Income Unit, and as provided to the Qualified Designee annually by the City or as published by CTCAC for 30% AMI households, as applicable.

(x) "**Extremely Low-Income Units**" means Affordable Units required to be occupied by Extremely Low-Income Households.

(y) "**Governmental Authorities**" shall mean the City of Redwood City, the State of California or any other governmental or quasi-governmental entities who may issue permits or approvals for the development of the Affordable Development.

(z) "**Grant Deed**" means that certain grant deed, substantially in the form attached hereto as Exhibit C, incorporated herein by this reference, pursuant to which the Affordable Site will be transferred to the Qualified Designee.

(aa) "**HCD**" means the California Department of Housing and Community Development.

(bb) "**Household Income**" means the total anticipated annual income of all persons in a household, as calculated in accordance with state or federal law or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the City shall provide the Qualified Designee with a reasonably similar method of calculation of adjusted income as provided in said Section 6914. For Affordable Units that are subject to Affordable Rents as provided by CTCAC, the Household Income shall be set at an amount consistent with the household income levels as determined by the CTCAC.

(cc) "**Housing Element Update EIR**" means the Final Environmental Impact Report and MMRP for the Housing, Built Environment, Public Safety, Building Community, Natural Resources & Environmental Justice Elements Update to the Redwood City General Plan, certified by the City Council on February 13, 2023, in Resolution No. 16124.

(dd) "**Housing Element Update MMRP**" has the meaning set forth in Recital N.

(ee) "**HUD**" means the United States Department of Housing and Urban Development.

(ff) "**Irrevocable Offer to Dedicate**" means that certain Irrevocable Offer to Dedicate, in the form attached hereto as Exhibit D, incorporated herein by this reference.

(gg) "**Low-Income Household**" means a household with an annual Household Income no greater than the maximum income for low-income households, as published annually by the City for each household size, based on either HUD income limits for the County or the HCD income limits for the County, as applicable.

(hh) "**Low-Income Rent**" means the Affordable Rent permitted to be charged for a Low-Income Unit, and as provided to the Donor annually by the City or as published by CTCAC for 80% AMI households, as applicable.

(ii) "**Low-Income Units**" means Affordable Units required to be occupied by Low-Income Households.

(jj) "**NEPA**" means the National Environmental Policy Act of 1969, as set forth in 42 U.S.C. 4321 *et seq.*

(kk) "**Ordinance**" has the meaning set forth in Recital B above.

(ll) "**Partial Assignment of Development Agreement**" has the meaning set forth in Recital D above.

(mm) "**Project Plans**" has the meaning set forth in Section 3.3(a) of this Agreement.

(nn) "**SEIR**" means the Subsequent Environmental Impact Report to the Downtown Precise Plan, certified by the City Council by Resolution No. 16153 on June 26, 2023.

(oo) "**Term**" has the meaning set forth in Section 1.3 of this Agreement.

(pp) "**Title Company**" has the meaning set forth in Section 3.4 of this Agreement.

(qq) "**Very Low-Income Household**" means a household with an annual Household Income no greater than the maximum income for very low income households, as published annually by the City for each household size, based on either HUD income limits for the County or the HCD income limits for the County, as applicable.

(rr) "**Very Low-Income Rent**" means the Affordable Rent permitted to be charged for a Very Low-Income Unit, and as provided to the Donor annually by the City or as published by CTCAC for 50% AMI households, as applicable.

(ss) "**Very Low-Income Units**" means Affordable Units required to be occupied by Very Low-Income Households.

(tt) "**1900 Broadway Project**" has the meaning set forth in Recital C above.

(uu) "**1900 Broadway Project Approvals**" means all entitlements, plans, maps, authorizations, development agreements, permits and approvals for the 1900 Broadway Project, approved pursuant to Resolution No. ___ adopted by City Council of Redwood City on October 28, 2024, as described in Recital C above.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by reference as if fully set forth herein:

Exhibit A-1: Legal Description
Exhibit A-2: Preliminary Title Report
Exhibit B: Affordable Housing Plan
Exhibit C: Form of Grant Deed
Exhibit D: Form of Irrevocable Offer to Dedicate
Exhibit E: Form of Assignment and Assumption Agreement
Exhibit F: Form of Assignment of Contracts
Exhibit G: Form of Affordable Housing Restrictive Covenant
Exhibit H: Form of Performance Deed of Trust

Section 1.3 Term. The "**Term**" of this Agreement shall consist of the period commencing on Execution Date and continuing until: (1) the Close of Escrow for the Land Donation of the Affordable Site; or (2) the date of any termination of this Agreement in accordance with the provisions hereof. The expiration of the Term of this Agreement shall have no effect on the term of the Affordable Housing Restrictive Covenant restricting the Affordable Units, or any other provision of this Agreement specified to survive termination of this Agreement as such may apply to the Donor or the Qualified Designee.

ARTICLE 2.
PURPOSE AND OVERVIEW

Section 2.1 Scope and Purpose of Agreement.

The purposes of this Agreement, as more specifically set forth herein, is to: (1) effectuate and satisfy the Developer's compliance with the requirements of the Ordinance with respect to the 1900 Broadway Project; (2) implement the requirements of the Affordable Housing Plan; (3) govern the transfer and donation of the Affordable Site; and (4) set forth the expected preliminary requirements for the operation and maintenance of the Affordable Development.

Section 2.2 Property.

(a) Land Ownership as of Effective Date. As of the Effective Date, Square Trufund LLC, a California limited liability company, owns the Affordable Site. Under and pursuant to the terms of that certain Purchase and Sale Agreement, dated October 24, 2022, the Donor agrees to purchase the Affordable Site from Square Trufund LLC.

(b) Land Ownership Following the Close of Escrow. Following the Close of Escrow, the Qualified Designee shall hold fee title to the Affordable Site.

Section 2.3 Satisfaction of Inclusionary Housing Obligation.

(a) From and after the Close of Escrow transferring fee title to the Affordable Site from the Donor to the Qualified Designee, the Donor's affordable housing related obligations under the Ordinance, the 1900 Broadway Project Approvals and the Affordable Housing Plan shall be deemed satisfied with respect to the 1900 Broadway Project. As agreed herein and as set forth in the Development Agreement, and except as otherwise set forth herein, the Donor's failure to transfer the Affordable Site to the Qualified Designee as contemplated hereunder shall give the City the right to revoke the 1900 Broadway Project Approvals subject to a noticed public hearing before the City Council. Notwithstanding the foregoing, the parties acknowledge and agree that prior to any such revocation, the Developer shall be provided the opportunity to substitute the Affordable Site in accordance with Section 5.6(c) or, in the case where the Qualified Designee refuses to accept the Affordable Site, propose replacement of the Qualified Designee pursuant to Section 6.4.

(b) From and after the Close of Escrow, the Qualified Designee shall be solely obligated to develop the Affordable Units and make them available to and occupied by Extremely Low, Very Low, and Low- Income Households at an Affordable Rent, in compliance with the Affordable Housing Plan, the Affordable Development Project Approvals, and the Affordable Housing Restrictive Covenant.

Section 2.4 Recordation of Transaction Documents.

(a) Concurrently with recordation of the Grant Deed, the Qualified Designee shall record the Affordable Housing Restrictive Covenant against title to the Affordable Site in primary lien position, subject only to such liens, encumbrances and other exceptions to title approved in writing and in advance by the City and Qualified Designee. The Affordable Housing Restrictive Covenant will be secured by a deed of trust, substantially in the form attached hereto as Exhibit H, incorporated herein by this reference (the "**Deed of Trust**") recorded against the Affordable Site subject only to the encumbrances approved by City pursuant to Section 3.4, below. The Deed of Trust shall be subordinated to the Qualified Designee's senior lenders providing construction and permanent financing for the Project, as well as all any refinancing of such loans, subject to the procedures for such requests under the City's Affordable Housing Guidelines.

ARTICLE 3.
PRE-CLOSING REQUIREMENTS; CLOSE OF ESCROW

Section 3.1 Pre-Closing Obligations. All obligations set forth in this Article are conditions precedent to the City's approval of the Donor's obligation to convey the Affordable Site to the Qualified Designee. The Qualified Designee shall have no obligation to accept the Land Donation unless the Donor has satisfied the conditions precedent set forth in this Article 3 in the manner set forth below and within the agreed upon timeframes.

Section 3.2 Financing Proposal and Financing Plan.

(a) As of the Effective Date, the Developer and Qualified Designee submitted the preliminary Financing Proposal for the Affordable Development in connection with the approved Affordable Housing Plan. The parties agree that the Financing Proposal is only an estimate based upon preliminary information, and that it may be necessary to update this information prior to Close of Escrow.

(b) Prior to the Close of Escrow, the Qualified Designee shall submit any necessary updates and revisions to the Financing Proposal, including, without limitation, revisions to the anticipated project development costs, and revenues. The City shall reasonably approve or disapprove the revised Financing Proposal in writing within fifteen (15) calendar days of the City's receipt. Upon City approval, the Financing Proposal shall be referred to as the Financing Plan.

(c) If the Financing Proposal (or any proposed modification thereof) is disapproved by the City, the City shall identify its reasons for such disapproval and the Qualified Designee shall have fifteen (15) calendar days from the date of the Qualified Designee 's receipt of the City's notice of disapproval to submit a revised Financing Proposal. The provisions of this Section 3.4 relating to time periods for approval, disapproval and resubmission of a new Financing Proposal shall continue to apply until the revised Financing Proposal has been approved by the City.

Section 3.3 Land Donation of Affordable Site.

(a) As part of the 1900 Broadway Project Approvals, the Developer agreed to the Land Donation of the Affordable Housing Site in order to satisfy its obligations under the Ordinance. At the Close of Escrow for the Affordable Site, in satisfaction of the Developer's obligations under the Ordinance and the Affordable Housing Plan, the Donor shall donate the Affordable Site to the Qualified Designee. The Developer's obligations under the Ordinance and the Affordable Housing Plan shall not be deemed satisfied unless the Close of Escrow occurs. Except as otherwise set forth herein, the Donor's failure to transfer the Affordable Site to the Qualified Designee as contemplated hereunder, shall give the City the right to revoke the 1900 Broadway Project Approvals, subject to a noticed public hearing before the City Council. Notwithstanding the foregoing, the parties acknowledge and agree that prior to any such revocation, the Developer shall be provided the opportunity to substitute the Affordable Site in accordance with Section 5.6(c) or, in the case where the Qualified Designee refuses to accept the Affordable Site, propose replacement of the Qualified Designee pursuant to Section 6.4.

Section 3.4 Title Due Diligence; Opening Escrow.

(a) As of the Effective Date, the Qualified Designee and City have reviewed and approved the Preliminary Title Report issued by First American Title Company ("**Title Company**") on October 11, 2022 and updated on August 15, 2024, for the Affordable Site. Upon the Close of Escrow for the Affordable Site, the Qualified Designee shall have insurable title to the Affordable Site which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except: (1) applicable building and zoning laws and regulations, including but not limited to any conditions of approval; (2) the Grant Deed; (3) the Irrevocable Offer to Dedicate; (4) the Affordable Housing Restrictive Covenant; (5) all exceptions in the Preliminary Title Report; (6) the Deed of Trust securing the Qualified Designee's performance

under the Affordable Housing Restrictive Covenant; and (7) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed.

(b) Prior to the Close of Escrow, the Donor shall open escrow with the Title Company and submit an updated Preliminary Title Report issued within 30 days of the Close of Escrow, establishing that the Affordable Site has clear title and shows no liens securing repayment of debt or any other security instruments or encumbrances (other than those associated with the financing of the Affordable Development) and evidencing that the Affordable Housing Restrictive Covenant shall be recorded in first lien position, subject only to the encumbrances approved by the City. The Qualified Designee or the City may, within fifteen (15) days of receiving the updated Preliminary Title Report and prior to Close of Escrow, deliver a Notice of Objection objecting to any exceptions or encumbrances appearing on the updated Preliminary Title Report that were not previously listed in the Preliminary Title Report. If the City or Qualified Designee issues such a Notice of Objection, the Donor may elect to: (1) cause the objectionable exception or encumbrance to be removed; (2) obtain a commitment from a title company acceptable to the Qualified Designee and the City, for an appropriate endorsement to the policy of title insurance to be issued, insuring against the objectionable exception or encumbrance; or (3) terminate this Agreement, unless the City or the Qualified Designee elects to approve title subject to such objectionable exception or encumbrance; or (4). propose substitution of the Affordable Site pursuant to Section 5.6(c) and/or replacement of the Qualified Designee pursuant to Section 6.4.

(c) Not more than five (5) days after the Close of Escrow, the Qualified Designee must submit an updated Preliminary Title Report evidencing that the Affordable Housing Restrictive Covenant is recorded in first lien position and that all other Effectuating Agreements have been recorded against the Qualified Designee's fee title to the Affordable Site.

Section 3.5 Occupant Relocation.

(a) Prior to the Close of Escrow, the Donor shall provide the City and Qualified Designee a list of the existing occupants of the Affordable Site (the "**Existing Occupants**") which will be incorporated as part of this Agreement by this reference. The Donor shall represent that other than the Existing Occupants or as otherwise disclosed to the City and Qualified Designee, there will not be any tenants or occupants on the Affordable Site. If and to the extent that the transfer of the Affordable Site results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Donor shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation California Government Code Section 7260 et seq., and accompanying regulations) with respect to relocation planning, advisory assistance, and payment of monetary benefits. Donor shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) Donor shall defend, with counsel reasonably acceptable to the City and the Qualified Designee, against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including Donor, Qualified Designee, the City) to satisfy relocation obligations. The provisions of this Section 3.5 shall survive expiration of the Term or other termination of this Agreement and shall remain in full force and effect.

Section 3.6 Condition of Property.

(a) **"AS IS" TRANSFER. THE QUALIFIED DESIGNEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED THE OPPORTUNITY TO INVESTIGATE THE AFFORDABLE SITE PRIOR TO THE EXECUTION DATE, AND ACCORDINGLY HAS APPROVED THE PHYSICAL CONDITION OF THE AFFORDABLE SITE AS OF THE EXECUTION DATE. THE QUALIFIED DESIGNEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DONOR IS TRANSFERING AND THE QUALIFIED DESIGNEE IS ACCEPTING THE AFFORDABLE SITE ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE QUALIFIED DESIGNEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE DONOR AS TO ANY MATTERS CONCERNING THE AFFORDABLE SITE, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE AFFORDABLE SITE (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE AFFORDABLE SITE, (D) THE DEVELOPMENT POTENTIAL OF THE AFFORDABLE SITE, AND THE AFFORDABLE SITE'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE AFFORDABLE SITE FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE AFFORDABLE SITE OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE AFFORDABLE SITE, (F) THE COMPLIANCE OF THE AFFORDABLE SITE OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE AFFORDABLE SITE OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE AFFORDABLE SITE. THE QUALIFIED DESIGNEE AFFIRMS THAT THE QUALIFIED DESIGNEE HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE DONOR OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE AFFORDABLE SITE FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE AFFORDABLE SITE IS FIT FOR ANY PARTICULAR PURPOSE. THE QUALIFIED DESIGNEE ACKNOWLEDGES THAT HAS USED ITS INDEPENDENT JUDGMENT AND MADE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION RELATIVE TO THE AFFORDABLE SITE AND HAS RELIED UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE AFFORDABLE SITE (INCLUDING, WITHOUT LIMITATION, WHETHER THE AFFORDABLE SITE IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD**

HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). THE QUALIFIED DESIGNEE UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE AFFORDABLE SITE'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(1) Survival. The terms and conditions of this Section 3.6 shall expressly survive the Close of Escrow, shall not merge with the provisions of the Grant Deed, or any other closing documents and shall be deemed to be incorporated by reference into the Grant Deed. The Donor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Affordable Site furnished by any contractor, agent, employee, servant, or other person. The Qualified Designee acknowledges that the Affordable Site Land Donation reflects the "as is" nature of this transfer and any faults, liabilities, defects, or other adverse matters that may be associated with the Affordable Site. The Qualified Designee has fully reviewed the disclaimers and waivers set forth in this Agreement with the Qualified Designee's counsel and understands the significance and effect thereof.

(2) Acknowledgment. The Qualified Designee acknowledges and agrees that (i) to the extent required to be operative, the disclaimers of warranties contained in this Section 3.6 are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements, and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Land Donation of the Affordable Site has been adjusted to reflect the same and that the Donor would not have agreed to donate the Affordable Site to the Qualified Designee without the disclaimers and other agreements set forth in this Section 3.6.

(3) Qualified Designee's Release of the Donor. The Qualified Designee, on behalf of itself and anyone claiming by, through or under the Qualified Designee hereby waives its right to recover from and fully and irrevocably releases the City and their council members, board members, employees, officers, directors, representatives, and agents (the "released parties") from any and all claims, responsibility and/or liability that the Qualified Designee may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Affordable Site, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and, (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(4) Scope of Release. The release set forth in this Section 3.6 includes claims of which the Qualified Designee is presently unaware or which the Qualified Designee does not presently suspect to exist which, if known by the Qualified Designee, would materially affect the Qualified Designee 's release of the Released Parties. The Qualified Designee specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Qualified Designee agrees, represents and warrants that the

Qualified Designee realizes and acknowledges that factual matters now unknown to the Qualified Designee may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Qualified Designee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Qualified Designee nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Qualified Designee, on behalf of itself and anyone claiming by, through or under the Qualified Designee, hereby assumes the above-mentioned risks and hereby expressly waives any right the Qualified Designee and anyone claiming by, through or under the Qualified Designee, may have under Section 1542 of the California Civil Code, which reads as follows:

> "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released Party**."

Qualified Designee's Initials: _____

Notwithstanding the foregoing, this release shall not apply to, nor shall the City be released from, the City's actual fraud or misrepresentation.

Section 3.7 Delivery of Effectuating Agreements.

(a) Prior to Close of Escrow, the parties shall execute and deliver to the Title Company the following documents (collectively, the "**Effectuating Agreements**"):

(1) the Grant Deed executed by the Donor, or alternatively, executed by Square Trufund LLC if Donor's right to purchase the Affordable Site was assigned to the Qualified Designee;

(2) the Affordable Housing Restrictive Covenant executed by the Qualified Designee and the City;

(3) the Irrevocable Offer to Dedicate executed by the Qualified Designee;

(4) the Deed of Trust executed by the Qualified Designee;

(5) the Assignment of Contracts executed by the Qualified Designee with the executed consents of relevant contractors;

(6) If necessary, the Assignment and Assumption Agreement executed by the Qualified Designee and its permitted transferee;

(7) The Partial Assignment and Assumption of the Development Agreement executed by the Developer and the Qualified Designee.

(b) The terms of the Effectuating Agreements shall be subject to the approval of the City, and Qualified Designee and, to the extent the Donor is a party thereto, the Donor, which approval shall not be unreasonably withheld, and no party shall be obligated to enter into any of the Effectuating Agreements or to proceed with the transactions contemplated herein unless such agreement has been approved by the City, Qualified Designee, and to the extent the Donor is a party thereto, the Donor.

Section 3.8 Close of Escrow.

(a) Upon Close of Escrow, the Title Company shall record, in the following order, the Grant Deed, the Irrevocable Offer to Dedicate, the Affordable Housing Restrictive Covenant, and the Deed of Trust against the Affordable Site. The Close of Escrow for the Affordable Site shall occur no later than the issuance of the first building permit for any portion of the 1900 Broadway Project, and only in the event that all conditions precedent applicable to conveyance of the Affordable Site set forth in this Article 3 have been satisfied, or waived in writing by the City, prior to or concurrently with, and as conditions of, the Close of Escrow:

(1) The Donor shall provide the City with copies of the Donor's organizational documents, a certified copy of the Donor's authorizing resolution, approving the Land Donation and the Donor's execution of the Effectuating Documents.

(2) The Qualified Designee shall provide the City with copies of the Qualified Designee 's organizational documents, a certified copy of the Qualified Designee 's authorizing resolution, approving the Land Donation and the Qualified Designee 's execution of the Effectuating Agreements.

(3) The Qualified Designee shall have executed and delivered to the City or the Title Company the Effectuating Agreements, and any other documents and instruments required to be executed and delivered, all in form and substance satisfactory to the City.

(4) The Qualified Designee shall have furnished the City with evidence of the insurance coverage meeting the general insurance requirements set forth in Section 8.7.

(5) The City and Qualified Designee have approved Title as required under Section 3.4 above.

(6) Any necessary updates to the Affordable Development Financing Proposal has been approved by the City.

(7) There shall exist no condition, event or act which would constitute a breach or default by Donor, Developer or the Qualified Designee under this Agreement, or any other document or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default.

(8) All representations and warranties of the Qualified Designee contained in this Agreement shall be true and correct as of the Close of Escrow.

(9) All representations and warranties of the Donor contained in this Agreement shall be true and correct as of the Close of Escrow.

(b) Qualified Designee Conditions Precedent. In addition to the applicable conditions precedent set forth in this Article 3, the following conditions shall be satisfied, or waived in writing by the Qualified Designee, prior to or concurrently with, and as conditions of, the Close of Escrow:

(1) Donor shall have acquired fee title to the Affordable Site or, alternatively, assigned its right to acquire the Affordable Site to the Qualified Designee.

(2) The Title Company is irrevocably committed to issue an ALTA form of title insurance policy insuring Qualified Designee as the owner in fee simple of the Property, and subject to the condition of title as set forth in Section 3.4 in an amount, and subject to the endorsements, as may be reasonably required by Qualified Designee.

(3) The Donor and the City shall have executed and delivered to the Qualifying Designee or the Title Company the Effectuating Agreements, and any other documents and instruments required to be executed and delivered in order to close the transactions contemplated by this Agreement.

(4) There shall exist no condition, event or act which would constitute a breach or default by City or the Donor under this Agreement, or any other document or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default.

(5) There is no litigation, administrative claim or other legal proceeding that would prevent Qualified Designee from developing the Affordable Housing Project on the Property.

(6) All representations and warranties of the Donor and the City contained in this Agreement shall be true and correct as of the Close of Escrow.

(7) Donor or, alternatively Square Trufund LLC if Donor assigned its right to Acquire the Affordable Site to Qualified Designee, shall have executed and delivered to the Title Company customary owner's affidavits and other documents reasonably required by the Title Company or Qualified Designee to Close Escrow.

(c) Donor Conditions Precedent. In addition to the applicable conditions precedent set forth in this Article 3, the following conditions shall be satisfied, or waived in writing by the Donor, prior to or concurrently with, and as conditions of, the Close of Escrow.

(1) Donor shall have acquired fee title to the Affordable Site, or, alternatively, assigned its right to acquire the Affordable Site to the Qualified Designee.

(2) The Qualified Designee and the City shall have executed and delivered to the Donor or the Title Company the Effectuating Agreements, and any other documents and instruments required to be executed and delivered in order to close the transactions contemplated by this Agreement.

(3) There shall exist no condition, event or act which would constitute a breach or default by City or the Qualified Designee under this Agreement, or any other document or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default.

(4) All representations and warranties of the Qualified Designee and the City contained in this Agreement shall be true and correct as of the Close of Escrow.

(5) Qualified Designee shall have executed and delivered to the Title Company any other documents reasonably required by the Title Company or Qualified Designee to Close Escrow.

Section 3.9 Reports. The Donor and Qualified Designee shall provide the City with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the Qualified Designee with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the City.

Section 3.10 No Brokers. Each of the parties hereto represents that it has dealt with no broker or finder in connection with the potential Land Donation of the Affordable Site, and insofar as they know, no broker or other person is entitled to any commission or finder's fee in connection with such Land Donation. Qualified Designee and Donor each agree to indemnify, defend, and hold harmless one another against any loss, liability, damage, cost, claim, or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party. The foregoing obligation shall survive execution of the Effectuating Agreement and consummation of the Land Donation.

Section 3.11 Natural Hazards Disclosures. Without limiting Section 3.6, limiting Section 5.6, the City and each of the purchasers acknowledge that the Disclosure Statutes (as defined below) provide that a seller of real property must make certain disclosures regarding certain natural hazards potentially affecting the property, as more particularly provided therein. As used in this Agreement, "**Disclosure Statutes**" means, collectively, California Government Code Sections 8589.3, 8589.4 and 51183.5, California Public Resources Code Sections 2621.9, 2694 and 4136 and any other California statutes that require the Donor to make disclosures concerning the Affordable Site. Prior to the Close of Escrow, the Donor shall have ordered a Natural Hazard Disclosure Report for the Affordable Site from the Title Company and shall deliver the same to the Qualified Designee promptly upon the Donor's receipt thereof. The Natural Hazard Disclosure Report for the Affordable Site shall hereafter be called the "Natural Hazard Report." The Donor and Qualified Designee hereby agree as follows with respect to the Disclosure Statutes and the Natural Hazard Reports: (1) the Natural Hazard Reports are being provided by the City for purposes of complying with the Disclosure Statutes and shall not be deemed to constitute a representation or warranty by the Donor as to the presence or absence in, at or around the Affordable Site of the conditions that are the subject of the Disclosure Statutes; and, (2) the Natural Hazard Report is for the Donor and the Qualified Designee only and are not for the benefit of, nor are to be used for any purpose by, any other party, including, without limitation, insurance companies, lenders or governmental agencies other than the City.

Section 3.12 Use. The Qualified Designee hereby agrees that, unless otherwise approved in writing by the City, the Affordable Site will be used in accordance with the restriction set forth in this Agreement and the Affordable Housing Restrictive Covenant.

Section 3.13 Taxes and Assessments. Prior to the Close of Escrow, the Donor shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Affordable Site; provided, however, that Donor shall have the right to contest in good faith any such taxes, assessments, or charges. In the event Donor exercises its right to contest any tax, assessment, or charge against it, Donor, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges, and interest.

ARTICLE 4.
PRELIMINARY REQUIREMENTS FOR THE AFFORDABLE DEVELOPMENT

Section 4.1 Affordable Development Project Approvals.

(a) The Qualified Designee shall be responsible for complying with the obligations and conditions set forth in the Affordable Development Project Approvals for development and operation of the Affordable Development, including to the extent required, site plan review, Architectural Permit, and lot line adjustment, tentative or final maps, subdivision and other improvement plans, and all other necessary entitlements related to the Affordable Development.

(b) On the anniversary of the Close of Escrow, the Qualified Designee shall provide the City annual status reports outlining the Qualified Designees progress toward compliance with the Affordable Development Project Approvals, including the status of application for building permits for the Affordable Development, and information related to schedule for commencement of construction of the Affordable Development.

(c) If the Qualified Designees has not complied with the Affordable Development Project Approvals, and has not been issued a building permit and commenced construction of the Affordable Development within five (5) years of the date of the Close of Escrow (the "**Construction Commencement Period**"), then the City shall have the right to enforce any of its rights under the Irrevocable Offer to Dedicate (which is required to be recorded as the Close of Escrow for the Land Donation). The Qualified Designee, may request to extend the Construction Commencement Period for up to two (2) additional years by submitting a written request to the City Manager not less than 90 days prior to the expiration of the Construction Commencement Period, explaining the nature of the proposed extension, along with the annual reports previously submitted, and a narrative on how the extension will meet the objectives of the Affordable Housing Plan. Any extension may be granted at the City Manager's sole and absolute discretion.

Section 4.2 Development Plans and Specifications.

(a) As used herein, "**Project Plans**" means plans for the design and construction of the Affordable Development on the Affordable Site, as provided in the plan set prepared by Eden Housing and dated June 27, 2024, on file with the City Affordable Development Project Plans, including without limitation, preliminary plans, site plans, floor plans, elevations and all related architectural plans and related structural and engineering plans.

(b) The Project Plans shall not be processed or approved in a manner which causes, creates or results in the imposition of any lien, burden, condition, obligation, liability or expense upon Donor or the Affordable Site prior to the conveyance thereof by Donor to the Qualified Designees or the City, or which would otherwise survive termination of this Agreement. Qualified Designee understands that neither the City or the Donor shall have any obligation to reimburse Qualified Designee for any costs or expenses incurred by Qualified Designee with respect to the Project Plans under any circumstance whatsoever, including, without limitation, in the case of a termination of this Agreement for any reason.

(c) If the Qualifying Designee is unable to comply with the obligations and conditions in the Affordable Development Project Approvals or if the City enforces its rights under the Irrevocable Offer to Dedicate, the Project Plans (inclusive of any preliminary Project Plans) and all related architecture, floor plans, elevations, studies, surveys, drawings, engineering, plans, data, contracts, agreements, information and materials shall, promptly upon City's request, be assigned to City without representation or warranty of any kind and without Qualified Designee's further consent. Qualified Designee shall ensure that its contracts with all consultants, engineers and design professionals with respect to the Project Plans and the preparation of work product related thereto include an express consent to the foregoing assignment Qualified Designee's obligations pursuant to this paragraph shall survive termination of this Agreement.

(d) The Qualified Designee shall execute the Assignment of Contracts and in accordance with the terms of the Assignment of Contracts, agrees to submit copies of and assign to the City the Project Plans and the Plans and Specifications for the construction of the Affordable Development, including all construction documentation upon which the Qualified Designee and the Qualified Designee 's contractors shall rely in performing the construction work. The Assignment of Contracts shall be subject and subordinate to the Qualified Designee's senior lenders providing construction and permanent financing to the Project.

Section 4.3 Environmental Review. The Qualified Designee shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The Donor and Qualified Designee shall generally cooperate to complete any required environmental

review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The City will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the Affordable Development. The Donor will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the project approvals for the Affordable Development. As of the Effective Date, and as described in Recital N, all environmental review in compliance with CEQA has been completed for the Affordable Development in connection with the Affordable Development Project Approvals.

ARTICLE 5.
TRANSFERS

Section 5.1 Transfers. As used in this Article, the term "Transfer" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or the fee interest in the Affordable Site or fee estate in the improvements or any part thereof or any interest therein, of the improvements constructed thereon;

(b) Any total or partial sale, assignment or conveyance, any trust or power, or any transfer in any other mode or form, of or with respect to any interests in Donor;

(c) Any total or partial sale, assignment or conveyance, any trust or power, or any transfer in any other mode or form, of or with respect to the membership interests in Qualified Designee or any partner or member of Qualified Designee or any contract to any of the same, including without limitation, any transfer or sale of any interest in Qualified Designee for financing purposes unless approved by the City as part of the approved Financing Plan;

(d) Any merger, consolidation, sale, lease, assignment or conveyance of all or substantially all of the assets of Qualified Designee;

(e) Any action that results in the change, removal, replacement or otherwise of the Donor; or

(f) Any action that results in the change, removal, replacement or otherwise of the Qualified Designee.

Section 5.2 Purpose of Restriction. This Agreement is entered into with the Developer, the Donor and the Qualified Designee solely for the purpose of facilitating the transfer of the Affordable Site, and its subsequent use in accordance with the terms of this Agreement, and not for speculation in landholding. Qualified Designee recognizes that, in view of the following factors, the qualifications and identity of Qualified Designee is of particular concern to the community and City:

(a) That at all times the Qualified Designee must be a qualifying designee under the Ordinance;

(b) The importance of the development of the Affordable Site for the intended uses contemplated herein and under the Affordable Housing Restrictive Covenant;

(c) The fact that a Transfer as defined in Section 5.1 above is for practical purposes a transfer or disposition of the fee interest in the Affordable Site then owned by the Qualified Designee;

(d) The fact that the Affordable Site is not to be acquired, developed or used for speculation, but only for development and operation by Qualified Designee in accordance with this Agreement and under the Affordable Housing Restrictive Covenant;

(e) The reliance by the City upon the unique qualifications and ability of Qualified Designee to serve as the catalyst for development of the Affordable Site and upon the continuing interest which Qualified Designee will have in the Affordable Site to assure the quality of the use, operation and maintenance deemed critical by the City in the development of the Affordable Site; and

(f) The fact that a change in ownership or control of the Donor or the Qualified Designee, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of Qualified Designee or the degree thereof is for practical purposes a transfer or disposition of the Affordable Site.

Section 5.3 Prohibited Transfers.

(a) Donor represents and agrees that Donor has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(b) Except as expressly permitted in this Agreement, Qualified Designee represents and agrees that Qualified Designee has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(c) Any Transfer made in contravention of this Section 5.3 shall be void and shall be deemed to be a default under this Agreement whether or not Donor or Qualified Designee knew of or participated in such Transfer.

Section 5.4 Permitted Transfers. Notwithstanding the provisions of Section 5.3, the following Transfers shall be permitted and shall be hereby approved by the City Manager:

(a) The transfer of this Agreement to an Affiliate Company of the Qualifying Designee, subject to written documentation of Affiliate Company's relationship to Qualifying Designee.

(b) Admission of new or additional equity partners or creation of joint ventures, partnerships (including limited partnerships), or other entities by Qualified Designee consistent

with the requirements of a "qualifying designee" as defined in the Affordable Housing Program Guidelines;

(c) Assignment and assumption of all of Qualifying Designee's rights, duties and obligations under this Agreement to another affordable housing developer, in a written agreement in substantially the same form as Exhibit E, subject to the approval by the City Manager or designee that the assignee meets the requirements of a "qualifying designee" as defined in the Affordable Housing Guidelines;

(d) Any Transfer creating a security financing interest on the Affordable Site as part of the approved Financing Plan;

(e) Any Transfer of the Affordable Site directly resulting from the foreclosure of a security financing interest or the granting of a deed in lieu of foreclosure of a security financing interest.

Section 5.5 Effectuation of Permitted Transfers.

(a) No Transfer of this Agreement permitted pursuant to Section5.4 shall be effective unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an instrument in writing prepared by the City and in form recordable among the land records, shall expressly assume the obligations of Qualified Designee under this Agreement and the Effectuating Agreements, and agree to be subject to the conditions and restrictions to which Qualified Designee is subject arising during this Agreement, to the fullest extent that such obligations are applicable to the particular portion of or interest conveyed in such Transfer.

(b) In the absence of specific written agreement by the City, no such Transfer, assignment or approval by the City shall be deemed to relieve Qualified Designee or any other party from any obligations under this Agreement.

Section 5.6 Other Transfers.

(a) Any Transfers not permitted pursuant to Section 5.4, or other provisions of this Agreement shall require the prior written consent by the City. At least sixty (60) days prior to the proposed effective date of the Transfer, the Donor or Qualified Designee shall deliver to the City a notice of the intended Transfer (the "Transfer Notice"). The Transfer Notice must clearly detail, consistent with this Agreement, which obligations therein are being transferred and shall include financial and other documentary evidence to enable the City to evaluate the proposed transaction.

(b) The City shall, at its commercially reasonable discretion, and subject to the satisfaction of the requirements under the Ordinance and the Affordable Housing Program Guidelines, approve the Transfer by written notice to Qualified Designee if, based upon the information submitted by Qualified Designee and any other information available to the City, it appears that following the Transfer, the conditions set forth in this Section have been satisfied or waived. The City shall notify Qualified Designee and the proposed transferee of its decision within sixty (60) days of receipt of notice of the proposed Transfer, which notice shall state with

reasonable specificity the basis for disapproval. The Qualified Designee shall pay the City's reasonable staff and third party costs in making such decisions.

(c) Substitution of Affordable Housing Site and/or Affordable Housing Project. In the event the Developer seeks to substitute the Affordable Housing Site and/or Affordable Housing Project as set forth in Section 2.2(D) of the Development Agreement and said substitution is approved by the City Council in the manner set forth in the Development Agreement, the City Manager shall be authorized to execute any conforming amendments to this Agreement as may be necessary to reflect the substitution, provided that such amendments be memorialized in a form subject to approval by the City Attorney.

ARTICLE 6.
DEFAULTS AND REMEDIES

Section 6.1 Defaults.

(a) Developer or Donor Defaults. The following events each constitute a Developer or Donor Event of Default and a basis for the City to take action against the Developer or Donor:

(1) Developer or Donor breaches any material provision of this Agreement;

(2) Donor fails to acquire fee title to the Affordable Site (as may be substituted pursuant to Section 5.6(c)) prior to the Close of Escrow);

(3) A Transfer of Developer or Donor occurs, either voluntarily or involuntarily, in violation of this Agreement;

(4) Any Developer or Donor representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made; or

(5) The Developer or Donor voluntarily suspends its business or, the Developer or Donor is dissolved or terminated.

(b) Qualified Designee Defaults. The following events each constitute a Qualified Designee Event of Default and a basis for the City to take action against the Qualified Designee:

(1) Qualified Designee breaches any material provision of this Agreement;

(2) Qualified Designee fails to exercise good faith and diligent efforts to satisfy, within the time and in the manner set forth in Article 3, one or more of the conditions precedent to the Donor's obligation to convey the Property to the Qualified Designee; or

(3) Qualified Designee refuses to accept conveyance from the Donor without cause within the time periods and under the terms set forth in Article 3.

(4) A Qualified Designee Transfer occurs, either voluntarily or involuntarily, in violation of this Agreement.

(5) Any Qualified Designee representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made.

(c) City Defaults. The following events each constitute a City Event of Default and a basis for the Donor or Qualified Designee to take action against the City:

(1) The City breaches any material provision of this Agreement.

Section 6.2 Remedies.

(a) City Remedies. Failure of the Donor or Qualified Designee to cure any default in the Donor's or Qualified Designee's obligations under the terms of this Agreement, the applicable conditions of approval, or the Ordinance within thirty (30) days after the delivery of a notice of default from the City and a failure to cure such default will constitute a default under this Agreement; provided however that if Donor or Qualified Designee commences cure within such thirty (30) period and demonstrates progress towards such cure, Donor or Qualified Designee shall have ninety (90) additional days or such longer period of time to effectuate such cure as determined by the City. A cure by Donor of any default by Qualified Designee shall be deemed a cure by Qualified Designee, and a cure by Qualified Designee of any default by Donor shall be deemed a cure by Donor. In addition to remedies for breach of this Agreement, the City may exercise any and all remedies available to it, including but not limited to:

(1) Withholding, conditioning, suspending or revoking any permit, license, or other entitlement for the Affordable Development or the 1900 Broadway Project Approvals, including without limitation final inspections for occupancy and/or certificates of occupancy, in accordance with the requirements of the City's Municipal and Zoning Code, it being understood that nothing herein is intended to limit the City's rights to exercise its police powers and in the case of revocation, such revocation shall be subject to a noticed public hearing before the City Council;

(2) Instituting against the Donor, Qualified Designee, or other parties a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(3) Where one or more persons have received financial benefit as a result of violation of this Agreement or of any requirement imposed under the Ordinance, the City may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received; and

(4) Any other means authorized under the City's Municipal Code.

(b) Donor or Qualified Designee Remedies. Failure by City to cure any default in the City's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default and failure to cure such default the Donor and Qualifying Designee's sole remedy shall be to institute a suit for specific performance.

Section 6.3 Remedies Cumulative. No right, power or remedy given to the City by the terms of this Agreement, or the Ordinance is intended to be exclusive of any other right, power or remedy; and each and every such right, power or remedy shall be cumulative and in addition to every other right, power or remedy given to the City by the terms of any such document, the Ordinance, or by any statutes or otherwise against Donor, Qualified Designee, and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.4 Replacement of Qualified Designee.

(a) In the event the Qualified Designee is in default hereunder, subject to the applicable cure period set forth in Section 6.2(a), or otherwise refuses to receive the Land Donation, the City may exercise the right to receive the Land Donation. Alternatively, the City may name a replacement Qualified Designee, which approval shall be made by the City Manager or the City Manager's designee on behalf of the City. In reviewing any particular replacement request under this Section, the City Manager or City Manager's designee, may take the following criteria into consideration:

(1) If the proposed transfer to a replacement qualifying designee is to occur prior to the Close of Escrow, the proposed transferee's demonstrated experience in developing quality affordable housing developments comparable in scale to the Affordable Development, at a minimum the transferee must meet the general partner experience as defined in the TCAC regulations and must have five (5) or more projects in service for more than three (3) years, of which one shall be in service for more than five (5) years, and two (2) shall be Low Income Housing Tax Credit Projects located in California;

(2) The proposed replacement qualifying designee's demonstrated experience in operating affordable housing developments comparable in scale to the Affordable Development consistent with the Affordable Housing Program Guidelines;

(3) The proposed replacement qualifying designee's record of material loan defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties it owns and/or operates. The parties agree and acknowledge that the City will have the right to disapprove a proposed transfer to any person or entity with a record of material loan defaults, maintenance problems, housing or building code violations, and/or substantiated fair housing complaints at properties it owns and/or operates;

(4) The proposed replacement qualifying designee's financial status and creditworthiness. The City will not consider any proposed transferee unless the proposed transferee

has satisfactory credit and sufficient net worth to establish ability to perform the duties and obligations under this Agreement, all as reasonably determined by the City Manager; and

(5) Any other relevant factors or criteria that, considering the circumstances with respect to the development of the Affordable Development and the information provided to City by Donor, the Qualifying Designee or the proposed transferee about the proposed transferee, are reasonably necessary for City to determine whether a proposed transferee has the necessary expertise, skill and ability to carry out the obligations of Qualified Designee set forth in this Agreement and the proposed transferee's ability to timely meet and perform such obligations.

(b) In connection with a request under this Section, Donor or Qualified Designee shall submit to the City for review all instruments and other legal documents proposed to effect any such transfer. If a requested transfer to a replacement qualifying designee is approved by the City such approval shall be indicated to the Donor and Qualified Designee in writing. Such approval shall be granted or denied by the City within thirty (30) working days of receipt by the City of the Donor or Qualified Designee's request for approval of a Transfer. Documents containing proprietary information required to be submitted hereunder may be submitted to City's attorneys, who shall make best efforts to maintain the confidentiality of all such proprietary information and/or to prevent the disclosure of same to any third party; provided, however that nothing in this sentence shall require City to violate any duty or obligation with respect to such information that it has under applicable law.

(c) If a transfer to a replacement qualifying designee is approved here under, the City, the Donor and Qualifying Designee and the proposed transferee shall execute an Assignment Agreement approved by the City; provided however, that if the Qualified Designee fails to execute such Assignment Agreement, the City, Donor and proposed qualifying designee transferee may effectuate such transfer without the Qualified Designee's signature, it being agreed that Qualified Designee's execution of this Agreement constitutes its authorization of such assignment.

ARTICLE 7.
REPRESENTATIONS AND WARRANTIES

Section 7.1 Donor's Representations and Warranties.

(a) Donor represents and warrants that:

(1) Donor owns or has the legal right or option to acquire the Affordable Site.

(2) Each individual executing this Agreement on behalf Donor is duly authorized to execute and deliver this Agreement on behalf of the Donor (and that no additional signatures are required in order for this Agreement to be binding) in accordance with authority granted under the formation documents of the Donor, and by a duly passed resolution of its Board of Directors, members, or managers, as applicable, that all conditions to the exercise of such authority have been satisfied, and that this Agreement is binding upon Donor in accordance with their respective terms.

(3) To the best of Donor's knowledge, the Affordable Site contains no hazardous materials other than as disclosed in the project due diligence reports, and is not subject to a property mitigation response plan or property closure report and there are no other conditions that constitute material constraints on development of affordable housing on the property.

(4) At the Close of Escrow, the Affordable Site shall be delivered free and clear of any occupants

(b) Upon request, Donor agrees to deliver such documents reasonably necessary to evidence the foregoing.

Section 7.2 Qualified Designee's Representations and Warranties.

(a) Qualified Designee represents and warrants that:

(1) Each individual executing this Agreement on behalf of Qualified Designee is duly authorized to execute and deliver this Agreement on behalf of the Qualified Designee (and that no additional signatures are required in order for this Agreement to be binding) in accordance with authority granted under the formation documents of the Qualified Designee, and by a duly passed resolution of its Board of Directors, members, or managers, as applicable, that all conditions to the exercise of such authority have been satisfied, and that this Agreement is binding upon such entity in accordance with their respective terms;

(2) To the extent applicable the Qualified Designee agrees to comply with all necessary regulations and approvals by the San Mateo County Environmental Health Division and/or the California Department of Toxic Substances Control, the State Water Resource Control Board, or any other applicable agency with jurisdiction over the property.

Upon request of either party, the other party agrees to deliver such documents reasonably necessary to evidence the foregoing.

ARTICLE 8.
MISCELLANEOUS

Section 8.1 Successor and Assigns, Assignment.

Subject to the terms of this paragraph, this Agreement shall be binding upon the parties hereto and their respective successors and assigns. Except for Permitted Transfers, neither the Donor nor the Qualified Designee may assign, delegate, or otherwise transfer all or any portion of their rights and obligations under this Agreement without the City's consent, which consent may be withheld in City's sole and absolute discretion.

Section 8.2 Confidentiality.

Qualified Designee and its employees and principals (collectively, the "Confidentiality Parties") shall hold in strict confidence this Agreement and the terms hereof as well as all data and information obtained with respect to Donor and the Affordable Site (collectively, the "Confidential Information"), whether obtained before or after the execution of this Agreement, and whether

obtain from Donor or other sources, and shall not disclose, discuss or disseminate the same to others; provided, however, that Qualified Designee may, during the term hereof, disclose: (a) to the affiliates, employees, lenders, potential lenders, investors, potential investors, consultants, accountants, attorneys any such Confidential Information regarding the Affordable Site and the Affordable Development as is otherwise reasonably necessary or reasonably appropriate in order for Qualified Designee to conduct its due diligence review and for Qualified Designee to otherwise implement the transactions contemplated herein; and, (b) such Confidential Information to the extent required by subpoena or similar legal process. Confidential Information shall not include information which is or becomes: (c) generally available to the public other than as a result of a disclosure by Confidentiality Parties; (d) was available to Confidentiality Parties on a non-confidential basis prior to its disclosure by Donor (if applicable); (e) becomes available to Confidentiality Parties on a non-confidential basis from a person other than Donor who is not known to Confidentiality Parties to be bound by a confidentiality agreement; or, (f) is independently developed by Confidentiality Parties without reliance on the Confidential Information. In the event of a breach or threatened breach by any of the Confidentiality Parties of this paragraph, Donor shall be entitled to an injunction restraining such Confidentiality Parties from disclosing, in whole or in part, such confidential information, and nothing herein shall be construed as prohibiting Donor from pursuing any other available remedy at law or in equity against Qualified Designee for such breach or threatened breach. The provisions of this paragraph shall survive until one (1) year following termination of this Agreement, but shall be of no further force or effect upon conveyance of the Affordable Site to the Qualified Designee.

Section 8.3 Time Period Computations.

All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California state or national holidays unless the reference is to business days, in which event such weekends and holidays shall be excluded in the computation of time and provided that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or California state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next succeeding day which is not a Saturday, Sunday or California state or national holiday.

Section 8.4 Attorney's Fees and Costs.

The City shall be entitled to receive from the Donor and the Qualified Designee, or any person violating the requirements of this Agreement, in addition to any remedy otherwise available under this Agreement or at law or equity, whether or not litigation is instituted, the costs of enforcing this Agreement, including without limitation reasonable attorneys' fees and the costs of City staff time.

Section 8.5 Appointment of Other Agencies.

At its sole discretion, the City may designate, appoint, or contract with any other public agency, for-profit or non-profit organization to perform some or all of the City's obligations under this Agreement.

Section 8.6 Hold Harmless.

Donor and Qualified Designee agree to indemnify and hold harmless (without limit as to amount) the City and its elected officials, officers, employees and agents in their official capacities (hereinafter collectively referred to as "City Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to Affordable Development, Donor's performance or non-performance under this Agreement, or Qualified Designee's performance or non-performance under this Agreement, and shall protect and defend the City Indemnitees, and any of them with respect thereto, except to the extent arising from the gross negligence or willful misconduct of the City Indemnitees. The provisions of this Section shall survive expiration or other termination of this Agreement of this Agreement, and the provisions of this Section shall remain in full force and effect.

Section 8.7 Notices.

All notices required pursuant to this Agreement shall be in writing and may be given at the addresses set forth below and shall be effective: (i) when personally delivered by the other party or by messenger or courier; (ii) upon actual receipt or refusal of delivery if sent via the United States mail, registered or certified; (iii) one (1) business day after deposit before the daily deadline time with a reputable overnight courier or service where next day service has been fully paid for by the sending party; or, (iv) upon receipt of an e-mailed copy of such notice, provided a hard copy of such notice shall thereafter be delivered by reputable overnight courier or service within one (1) business day and provided further that if such email is sent after 5:00 p.m. or a day that is not a business day, such e-mail shall be deemed to have been received at 9:00 a.m. on the next business day; in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

TO THE CITY:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attn: City Manager

TO THE QUALIFIED DESIGNEE:

Eden Housing Inc.
22645 Grand Street
Hayward, CA 94541
Attn: Andrea Osgood

TO THE DONOR:

Lane 847 Woodside, LLC
644 Menlo Ave 2nd floor
Menlo Park, CA 94025
Attn: Mark Murray

TO THE DEVELOPER:

Lane Partners LLC
644 Menlo Ave 2nd floor
Menlo Park, CA 94025
Attn: Mark Murray

Any party may change the address(es) to which notices are to be sent by notifying the other party of the new address(es), in the manner set forth above.

Section 8.8 Entire Agreement.

This Agreement, the Effectuating Agreements and other documents incorporated herein by reference contain the entire understanding between the parties relating to: (a) the implementation of the Ordinance and the Affordable Housing Plan for the 1900 Broadway Project; and (b) the transaction contemplated hereby and all prior or contemporaneous agreements, letters of intent, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.

Section 8.9 Duration and Amendment of Agreement.

This Agreement shall remain in effect for the Term (as defined above) unless sooner terminated in accordance with this Agreement. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the City Manager who shall have authority to approve or disapprove amendments on behalf of the City.

Section 8.10 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the City by any person that Donor or Qualified Designee may have employed or with whom Donor or Qualified Designee may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Affordable Site.

Section 8.11 Limitation on Damages.

Notwithstanding any contrary provision of this Agreement, in no event shall any party be liable for, or be required to indemnify, protect defend or hold the other party harmless from or against, any speculative, consequential or punitive damages; provided, however, this limitation

shall not apply to damages resulting from Qualified Designee's recordation of an instrument or lien against the Affordable Site or any portion thereof in violation of this Agreement.

Section 8.12 Applicable Law and Venue.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action brought by any party to this Agreement 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. The parties waive all provisions of law providing for a change of venue in any proceeding to any other county.

Section 8.13 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Donor or Qualified Designee or to pursue any remedy allowed under this Agreement or applicable law. A waiver by any party hereto of a breach of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions hereof. Any extension of time granted to Donor or Qualified Designee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Donor or Qualified Designee shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 8.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions. and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates

Section 8.15 Multiple Originals; Counterpart.

This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts each of which is deemed to be an original, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

Section 8.16 Severability.

In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is held invalid, void, or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless be and remain in full force and effect. If any term, provision, condition or covenant of this Agreement or the application thereof to any

party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law

Section 8.17 Affordable Housing Plan Compliance.

The Donor and Qualified Designee shall comply with the Affordable Housing Plan submitted to City, approved by the City and on file with the Development Department. In the event the terms and conditions of the Affordable Housing Plan and this Agreement conflict, this Agreement shall control.

Section 8.18 Headings; Interpretation; Statutory References.

The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The parties acknowledge that this Agreement is the product of negotiation and compromise on the part of all parties, and the parties agree, that since all parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. All references in the Effectuating Agreements to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Redwood City shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

Section 8.19 Action and Approval.

Whenever action and/or approval by City is required under this Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager or the City Manager's designee determine in their discretion that such action or approval requires referral to City Council for consideration.

Section 8.20 No Third Party Beneficiaries; No Public Dedication.

Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties and their respective successors and assigns, any rights, or remedies hereunder. Further, nothing containing in this Agreement is intended or shall be deemed to constitute a gift or dedication of the Affordable Site to the general public.

Section 8.21 Assignment by the City.

The City may assign its rights and obligations under this Agreement to any instrumentality of the City or other public entity without the consent of the Donor or the Qualified Designee.

Section 8.22 Relationship of Parties.

Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the City, Qualified Designee and Donor.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

DEVELOPER:

LANE 1900 BROADWAY OWNER LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

Date: _____

DONOR:

LANE 847 WOODSIDE, LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

Date: _____

QUALIFIED DESIGNEE:

EDEN HOUSING INC., a California nonprofit
public benefit corporation

By: _____

Name: _____

Its: _____

Date: _____

CITY:

CITY OF REDWOOD CITY, a California charter city

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

By: _____
Yessika Castro, City Clerk

EXHIBIT A-1

LEGAL DESCRIPTION

Real property in the City of Redwood, County of San Mateo, State of California, described as follows:

LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523, SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75 FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25' 40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

EXHIBIT A-2

PRELIMINARY TITLE REPORT

Updated 08/15/2024

First American Title Insurance Company
National Commercial Services
333 W. Santa Clara Street, Ste. 220
San Jose, CA 95113-1714

Ashley Breakfield
Farella Braun + Martel LLP
One Bush St Ste 900
San Francisco, CA 94104-4415
Phone: (415)954-4402

Customer Reference:	847 Woodside Road
Escrow Officer:	Joanne Bedford
Phone:	(408)487-5026
Email:	JoanneBedford@firstam.com
Title Officer:	Michelle Perez
Phone:	(408)451-7834
Email:	miperez@firstam.com
Buyer:	Lane 847 Woodside, LLC
Owner:	Square Trufund LLC
Property:	847 Woodside Road, Redwood, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title

Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 25, 2024 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Owner Policy

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Square TruFund LLC, a California limited liability company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. An easement shown or dedicated on the map of Tract No. 523 recorded March 17, 1940 and on file in Book 23, Page(s) 40, of Tract Maps.
For: Future Highway Line and incidental purposes.

4. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded December 21, 1967 as Instrument No. 6727-AB, Book/Reel 5409, Page/Image 211 of Official Records.

5. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded June 08, 1973 as Instrument No. 42763-AG, Book/Reel 6406, Page/Image 553 of Official Records.

   The location of the easement cannot be determined from record information.

6. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

7. An ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys.

8. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

9. Water rights, claims or title to water, whether or not shown by the Public Records.

10. Rights of parties in possession.

11. The terms and provisions contained in the document entitled "Memorandum of Purchase Agreement" recorded April 30, 2024 as Instrument No. 2024-022037 of Official Records.

INFORMATIONAL NOTES

ALERT - CA Senate Bill 2 imposes an additional fee of $75 up to $225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. Taxes for proration purposes only for the fiscal year 2023-2024.

First Installment:	$40,867.81, PAID
Second Installment:	$40,867.81, PAID
Tax Rate Area:	09-001
APN:	059-240-810

2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 847 Woodside Road, Redwood City, CA.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

   A. WITH RESPECT TO A CORPORATION:
      1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
      2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
      3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
      4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

   B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
      1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
      2. A full copy of the partnership agreement and any amendments;
      3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
      4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
      5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
   1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
   2. A full copy of the partnership agreement and any amendment;
   3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
   4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
   5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:
   1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
   2. A full copy of the partnership agreement and any amendments;
   3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
   1. A copy of its operating agreement and any amendments thereto;
   2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
   3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
   4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
      (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
      (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
   5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
   6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:
   1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
   2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
   3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:
   1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Redwood, County of San Mateo, State of California, described as follows:

LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523, SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75 FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25' 40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

Privacy Policy

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   (a) building; (d) improvements on the Land;
   (b) zoning; (e) land division; and
   (c) land use; (f) environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   (c) that result in no loss to You; or
   (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   (b) in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16: 1% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21: 1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   (a) and use
   (b) improvements on the land
   (c) and division
   (d) environmental protection
   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   (a) a notice of exercising the right appears in the public records on the Policy Date
   (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   (a) that are created, allowed, or agreed to by you

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
(c) that result in no loss to you
(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
   (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
   (b) in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement erected on the Land;
   iii. the subdivision of land; or
   iv. environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   a. a fraudulent conveyance or fraudulent transfer, or
   b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement erected on the Land;
   iii. the subdivision of land; or
   iv. environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   b.Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   a. a fraudulent conveyance or fraudulent transfer; or
   b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement erected on the Land;
   iii. the subdivision of land; or
   iv. environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   a. a fraudulent conveyance or fraudulent transfer, or
   b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

EXHIBIT B

AFFORDABLE HOUSING PLAN

Affordable Housing Plan

1900 Broadway

Presented by Lane Partners and Eden Housing

August 1, 2024

Overview

Lane Partners ("Lane") is pleased to present this Affordable Housing Plan for its proposed 7-story, 92-feet tall, approximately 256,200 square foot mixed-use commercial office building with approx. 10,060 sq. ft. of ground floor retail space, approximately 1,715 sq. ft for a community room and storage space, and an approximately 12,085 sq. ft. public plaza at 1900 Broadway ("Office Project") prepared in accordance with Redwood City's Zoning Code Article 29 – *Requirements for Affordable Housing* ("Affordable Housing Ordinance"). This Affordable Housing Plan proposes that the affordable housing impact fee that otherwise would be imposed on the Office Project and payable to the City ("Impact Fee") be satisfied by a donation of land which will allow the creation of 72 units of affordable housing (including an on-site manager's unit) on an approximately one acre site located at 847 Woodside Road, Redwood City ("Land Donation Site") that would be donated to, entitled, developed and operated by, Eden Housing, Inc. ("Eden"), and restricted for rental to qualifying low-income households for a period of 55 years ("Eden Housing Project"). It is estimated that the value of the Land Donation Site is approximately 1.6 times the Impact Fee that otherwise would be required and the number of affordable units constructed on the donated land would result in 46 more affordable units than otherwise would be required under the City's Affordable Housing Ordinance for projects proposing an alternative means of compliance that payment of the Impact Fee.

The Case for a Land Donation Alternative Affordable Housing Plan

The Affordable Housing Ordinance imposes an Impact Fee on all new office and R&D projects of $23.62/sq. ft. of development (as of February 1, 2022). Alternatively, non-residential developers may

propose to mitigate the affordable housing impacts of their development through an alternative mitigation program, which may include the donation of land for the construction of affordable units pursuant to Sections 29.8 A and 29.8H of the Affordable Housing Ordinance.

While not required by the Affordable Housing Ordinance, City officials and staff have expressed a strong preference for non-residential developers to pursue alternatives to paying the Impact Fee that result in the delivery of affordable housing units in concert with the commercial development. And the City has determined that 10 affordable units per 100,000 sq. ft. of office space will mitigate the affordable housing impacts of commercial development in cases where the Impact Fee is not paid. In this case, the contribution will result in the opportunity to deliver over 2.8 times the number of affordable units called for using the City's 10 units per 100,000 SF metric.

Impact Fees are a tremendous tool for generating funds that help sustain healthy communities, but they can also be challenging for cities to administer and difficult for developers to access. This is especially true when applied to affordable housing. Notice of Funding Availability ("NOFA"), vetting and approving projects, the design and entitlement processes, access to land, and the coordination of leveraged financing can mean years of waiting before new housing can be brought online using Impact Fees.

Meanwhile growth in and around Redwood City has led to an increase in both housing demand and housing cost. It has also contributed to the displacement of longtime residents and lower paid local workers. The need for housing is now, and it cannot wait for the long and labor-intensive process of administering Impact Fees collected by the City through the traditional channels.

As an alternative, securing an alternative off-site affordable housing parcel and working in partnership with Eden to bring the housing to fruition means that Lane's contribution which is above and beyond the required fee, will be used more quickly and efficiently to bring housing online. As well, in this case, it also creates much needed affordable housing in a convenient neighborhood close to a wealth of amenities and services that will further enrich the lives of future residents. Directing Impact Fees that would otherwise be payable to the City towards this on-site solutions not only turns dollars into housing more immediately, but it also showcases the kind of private, public and social sector collaboration that Redwood City has become known for, and which exemplifies great cross-sector problem solving.

Affordable Housing Plan – General Requirements

	Required Item	Information
1	Project Name	1900 Broadway Project
2	Project Address	1900 Broadway, Redwood City
3	APNs	APN 053-231-210 & -200

	Required Item	Information
4	Zoning Chart	See Attachment 1
5	Type of Development	Mixed-use office and retail
6	Number of Affordable Units Required	25. See Attachment 2
7	Affordable Housing Impact Fee Required	$5,773,437. See Attachment 2
8	Chart showing unit breakdown by bedroom size, square footage, and affordability level	See Attachment 8
9	Compliance with Affordable Housing Standards	Except for the manager's unit, 100% of the proposed Eden Housing Project units on the Land Donation Site will be affordable. The affordability rental term of the affordable units will be 55 years. The Eden Housing Project will comply with the City's Local Preference requirement set forth in Section 29.6.F. See also Attachment 3 for compliance with additional Affordable Housing Ordinance requirements.
10	Parking	Parking for the project will include 57 spaces. Parking is bundled and included in the cost of rent paid by the resident.
11	Site Plan	See Attachment 1, (off-site affordable housing project).
12	Total (and net new) commercial square footage (if applicable)	244,430 total new sf. See Attachment 2
13	Total (and net new) residential square footage	• Not applicable to the Office Project. • Total building area of residential development on the land donation site: 114,510 SF • Residential: 83,260 SF • Common/support for residential: 31,250 SF
14	Density Bonus request	No density bonus is being requested for the Office Project; See attached Density Bonus Letter for the Eden

Land Donation Alternative – Additional Requirements

15	Affordable Housing Alternative	In lieu of paying the Impact Fee, Lane proposes to donate land pursuant to Sections 29.8 A and 29.8H of the Zoning Code. As detailed in Attachment 3, the proposed land donation satisfies the required findings set forth in Section 29.8H
16	Qualifying Designee	Eden Housing – See Attachment 4.
17	Term Sheet	See Attachment 5.
18	Value of Property	Approximately $9.3 million. See Attachment 6.
19	Title Report	See Attachment 7.
20	Location of Affordable Units	As further detailed in Attachments 3 and 8, the location of Land Donation Site meets the standards in Section 29.8(C)(2) – the proposed location for the Affordable units is: A. consistent with the Housing Element, General Plan, and Zoning B. will not cause residential segregation.
21	Adequate Size	The Land Donation Site is approximately 1 acre and is sufficient size to accommodate 72 units which meets the requirement that the site accommodate the greater of: 40 units (excluding any replacement unit obligations) or at least 27 units which is 110% of the required Affordable units (excluding any replacement unit obligations) based on the current zoning of the site. See Attachment 2
22	Existing Use	The Land Donation Site is developed with a chapel structure that will be demolished. See Attachment 8.
23	Utilities/Infrastructure	The Land Donation Site is served by adequate utilities, streets, public facilities, and other infrastructure suitable to accommodate the required affordable units. See Attachment 3.
24	Environmental Constraints	The Land Donation Site is free of hazardous materials or other material environmental constraints to the development of affordable housing. See Attachment 3.

25	Public Transit	The Land Donation Site is served by quality public transit. The property is conveniently served by SamTrans bus route 278, with regular headways throughout the day. The transit route provides a short ride to the hub at Redwood City Transit Center and meets the requirements for full transit access points per the Tax Credit Allocation Committee's regulations. See Attachment 3 for map and schedules.
26	Financing Plan	See Attachment 8.
27	Relocation	Not applicable
28	Phasing Plan	See Attachment 8 for timing of the Land Donation Site transfer to Eden and anticipated timeline for the entitlement and development of the affordable units.

Conclusion

This Affordable Housing Plan proposes to directly contribute the over 1.6 times the amount of the Impact Fee owed by purchasing and donating a site to Eden, a respected non-profit, that will in turn leverage and entitle the site to develop 71 units of affordable housing (plus a manager's unit) that would be restricted to qualifying low-income households for a term of 55 years. Upon completion, Eden, a demonstrated leader in the creation and operation of such projects, would continue to operate and manage the affordable units to ensure compliance with Affordable Housing Ordinance. These units would directly contribute to meeting the City's RHNA obligation to provide for 429 low-income units using financial support from Lane that far surpasses the otherwise applicable Impact Fee for Lane's Office Project. We hope that this creative private, public and social sector solution will be welcomed and supported by the City as an exciting opportunity to help address the affordability challenges facing the City of Redwood City and our region.

Attachment 1

Zoning Chart

SITE COVERAGE:

MAXIMUM ALLOWABLE LOT COVERAGE:	NO RESTRICTION
EXISTING LOT COVERAGE AREA:	7,980 SF +/-
EXISTING LOT COVERAGE:	19.2%
PROPOSED LOT COVERAGE AREA:	33,618 SF
PROPOSED LOT COVERAGE:	81%
MAXIMUM ALLOWABLE FAR:	NO FAR RESTRICTIONS ON RESIDENTIAL USE
PROPOSED FAR:	2.9
MINIMUM OPEN SPACE REQUIRED:	9,000 SF

125 SF REQUIRED PER UNIT. 125 SF * 72 UNITS = 9,000 SF.
OPEN SPACE PERMITTED TO BE ANY COMBINATION OF PRIVATE, COMMON OR QUASI-PUBLIC.

PROPOSED OPEN SPACE:	10,754 SF

SEE PL1.3 FOR MORE INFORMATION ON PROPOSED OPEN SPACE.

REQUIRED SETBACKS:

FRONT	6'-0" MIN TO 16'-0" MAX
SIDE - NORTH	5'-0"
SIDE - SOUTH	5'-0"
REAR	5'-0"

PROPOSED SETBACKS:

FRONT	6'-3 1/2"
SIDE - NORTH	7'-11"
SIDE - SOUTH	8'-1 1/2"
REAR	6'-0 5/8"

BUILDING INFORMATION:

MAXIMUM ALLOWABLE HEIGHT: 60'-0"
PROPOSED BUILDING HEIGHT: 54'-0" TO TOP OF ROOF SURFACE
NOTE: STAIR PENTHOUSE EXCLUDED FROM BUILDING HEIGHT MEASUREMENT. TOP OF STAIR PENTHOUSE IS 10'-0" ABOVE TOP OF ROOF SURFACE.

5 STORIES TOTAL: 4 STORIES TYPE VA OVER 1 STORY TYPE IA

LEVEL 1 (TYPE IA):	30,887 SF
LEVEL 2 (TYPE VA):	22,822 SF
LEVEL 3 (TYPE VA):	20,267 SF
LEVEL 4 (TYPE VA):	20,267 SF
LEVEL 5 (TYPE VA):	20,267 SF
TOTAL BUILDING AREA:	114,510 SF TOTAL

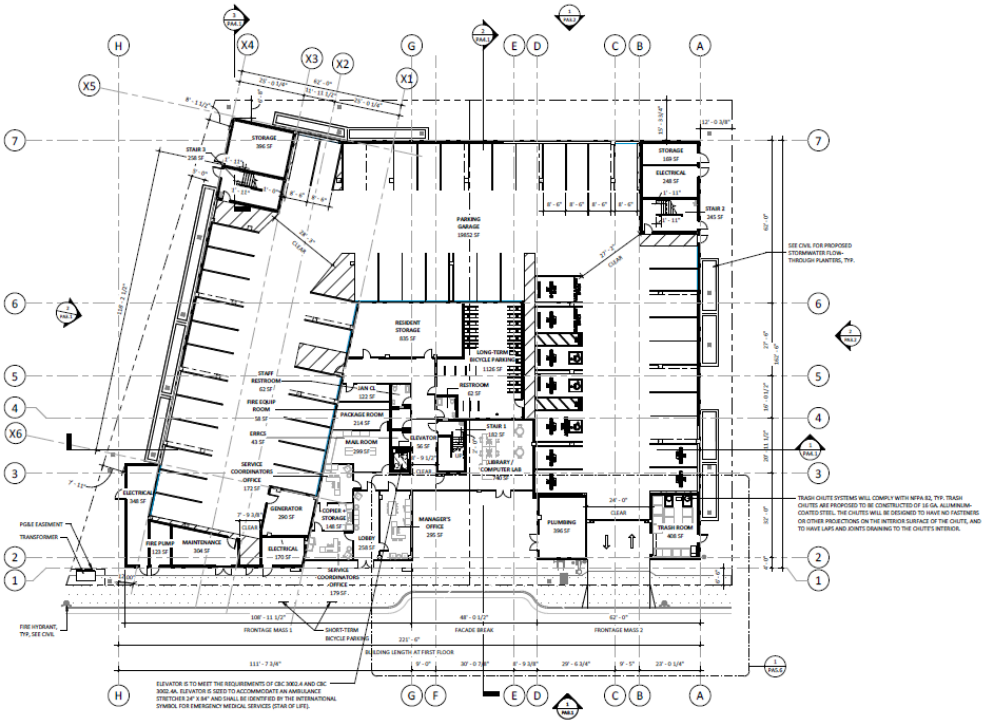
OCCUPANCY TYPES:

A-3	COMMUNITY ROOMS AND EXTERIOR COURTYARDS (FIRST AND SECOND FLOORS)
B	OFFICES (FIRST FLOOR)
R-2	RESIDENTIAL DWELLING UNITS (SECOND THROUGH FIFTH FLOORS)
S-2	PARKING GARAGE + UTILITY SPACES (FIRST FLOOR)

USE TYPES & AREAS:

COMMON/SUPPORT FOR RESIDENTIAL:	31,250 SF
RESIDENTIAL:	83,260 SF

BUILDING WILL BE ALL ELECTRIC



FIRST FLOOR PLAN 1/16" = 1'-0" 1/A3.11 1

Attachment 2

Total and Net New Office and Retail Square Footage

Proposed Building Areas by Use and Floor	**City Storage**	**Retail**	**Community Art Room**	**Office and Circulation**	**Utility Rooms**	**Total Gross Area**
1st Floor	715	10,060	1,000	16,970	6,130	34,875
2nd Floor				3,590		3,590
3rd Floor				57,140		57,140
4th Floor				41,535		41,535
5th Floor				41,535		41,535
6th Floor				41,535		41,535
7th Floor				35,995		35,995
Total Proposed Building Area	715	10,060	1,000	238,300	6,130	256,205
Demolition of Existing Area		25,000				25,000
Net New Area	**715**	**(14,940)**	**1,000**	**238,300**	**6,130**	**231,205**

Affordable Housing Impact Fee Calculation

	SF	**Fee (per SF)**	**Total Fee Due to City**
Net New Office	244,430	$23.62	$5,773,437
Net New Retail	(14,940)	$5.91	$0
		TOTAL:	**$5,773,437**

*The code also allows for alternatives to this fee. As detailed in Section 29.8 (Alternatives) for nonresidential developments, the City has determined a number and mix of affordable units per

100,000 SF of development. This proposed Office Project would require 25 affordable units using this guidance:

Affordable Units per 100,000 SF of Commercial/Retail

	Moderate	Low Income	Very Low Income	Total
Code Requires:				
Office	3	5	2	**10**
Retail	0	2	2	**4**
This Project:				
Office	7.3	12.2	4.9	**24.4**
Retail	0.0	0.0	0.0	**0.0**
Total	7.3	12.2	4.9	**24.4**
Rounded Total:				**25**

Attachment 3

Compliance with Affordable Housing Ordinance Requirements and Findings

Compliance with Land Donation Requirements – Section 29.H

Per the requirements in Section 29.8H, the land donation proposed will meet the following requirements:

1.The City has an opportunity to review a preliminary title report for the property to be donated and has approved the condition of title, at its sole and absolute discretion. Under no circumstances may the property to be donated be, at the time of donation, encumbered by any lien securing the repayment of debt or any other security instrument.

- The title report for the proposed Land Donation Site has been submitted to City staff for review and is not anticipated to be encumbered by any securing the repayment of debt or any other security instrument.

2.The developer transfers fee ownership of the property to the City, or a City approved qualifying designee as defined in the Affordable Housing Guidelines, and the transfer of the property to be donated must occur prior to or concurrent with the issuance of building permits for the residential development project or the nonresidential development project. If the property is donated to a City designee, the grant deed shall contain an irrevocable offer to dedicate the property to the City and an affordable housing restrictive covenant shall be recorded against the property in primary lien position, requiring the donee to provide the City a right of reverter, right of first refusal, an option to acquire the donated property, or any combination thereof approved by the City at its sole and absolute discretion.

- The property will be transferred to Eden Housing, a Qualified Designee, which will own and operate the affordable housing development. Lane and Eden will ensure that the transfer includes the following:

    - Recordation of an affordable housing restrictive covenant that includes one or more of the following be provided to the City - right of reverter, right of first refusal, and/or an option to acquire the donated property. The City will determine the form(s) of the restrictive covenant for the land reversion.
    - An irrevocable offer to dedicate the property to the City in the Grant Deed

3.The developer provides an Affordable Housing Plan prepared in a manner consistent with the requirements in Section 29.7.

- Additional information on the consistency with Section 29.7 is included in Attachment 8.

4.The value of the property to be donated is equal to or greater than the Affordable Housing Impact Fee and/or Affordable Housing In-Lieu Fee amount required to be paid calculated based on the amount of the fees due on date the entitlements for the market-rate residential units and/or the nonresidential development project were approved.

- Eden anticipates the value of the appraisal of the Land Donation Site will be in excess of the required in-lieu fee amount. In order to keep the property under contract for the duration of the Redwood City process, Lane will pay nearly three times the amount of the required Impact Fee to acquire the site to donate to Eden. The appraised value as of 11/10/2023 on a report prepared by Valbridge on 12/20/2023 is $11,180,000 or $130,000 per unit. The City has confirmed with the appraiser that the revised value with 72 units is $9,360,000.

5.The property to be donated must be: (i) at least one (1) acre in size; or (ii) be of a sufficient size to accommodate the greater of (A) forty (40) units (excluding any units required to satisfy replacement housing obligations), or (B) not less than one hundred ten percent (110%) the number of affordable units (excluding any units required to satisfy replacement housing obligations) required to be constructed as a condition of the approval of the nonresidential development project or the residential development project.

- The Land Donation Site is a sufficient size to accommodate 72 units, which is greater than both 40 units and 110% of the number of affordable units that would otherwise be required (110% x 24.4 units = 27 units)

6.The property to be donated is, or will at the time of donation be, served by adequate utilities, streets, public facilities and other infrastructure suitable to accommodate the required affordable units.

- The Land Donation Site is served by adequate public facilities and infrastructure suitable to accommodate the Eden Housing Project.

7.The property shall have no hazardous materials or is subject to a property mitigation response plan or property closure report and the developer agrees to comply with all necessary regulations and approvals by the San Mateo County Environmental Health Division and/or the California Department of Toxic Substances Control, the State Water Resource Control Board, or any other applicable agency with jurisdiction over the property and there are no other conditions that constitute material constraints on development of affordable housing on the property.

- Eden agrees to comply with all necessary regulations and approvals by any applicable agency with jurisdiction over the Land Donation Site regarding hazardous materials. A Phase 1 investigation and limited soil sampling analysis indicated that no further action is necessary for development of residential units.

8.The property to be donated is vacant undeveloped property; except that the City, at its sole and absolute discretion, may accept property with existing improvements, so long as the donor takes all necessary steps to avoid impacts on residents of existing residential structures.

- The Land Donation Site will be donated to Eden with no occupants and with an existing structure. There is an existing chapel structure on the site that is currently being used by a congregation. The congregation's lease has expired, and they currently occupy the space on a month-to-month basis. The seller of the site to Lanes will deliver the site to Lanes without occupants. Lane will in turn deliver the unoccupied site to Eden. Eden will demolish the existing structure at the start of construction of its affordable housing project.

9.If the property to be donated has existing residential units, the developer must provide evidence of compliance with the California Relocation Assistance Act, codified California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq., prepared a relocation plan, approved by the City prior to or concurrently with the resolution approving the acceptance of the land to be donated, the donor is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The donor must indemnify, defend (with counsel reasonably chosen by the City), and hold harmless to the fullest extent permitted by law the City, its boards and commissions, officers, officials, employees and agents from and against any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way related to relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced from the donated property.

- The Land Donation Site has no existing residential units and will be donated to Eden with no occupants. No occupants are on the site other than the congregation identified in number 8 above.

10.Financing or a viable financing plan, shall be in place for construction of the affordable units on the property to be donated

- A viable financing plan is included in Attachment 8.

11.The property to be donated is served by quality public transit, as further described in the Affordable Housing Guidelines.

- The Land Donation Site is conveniently served by SamTrans bus route 278, with regular headways throughout the day. The transit route provides a short ride to the hub at Redwood City Transit Center and meets the requirements for full transit access points per the Tax Credit Allocation Committee's regulations. Here is a link to the SamTrans bus route 278 schedule: https://sfbaytransit.org/samtrans/route/278/schedule and below is a map demonstrating pedestrian path of travel to the bus stop:

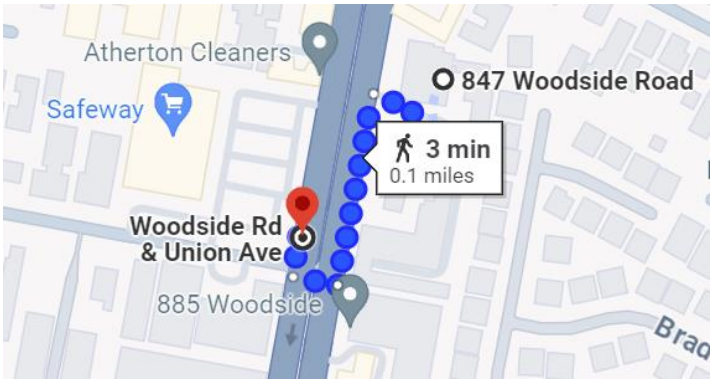


Figure 1: Route to Bus Route 278 Stop

12.Developer or property owner irrevocably assigns to the City, and grants to the City a security interest in and rights to the following: all contracts with architects, landscape architects, planners, geologists, surveyors, engineers, economists, or other development consultants entered into for the property to be donated; and all plans, specifications, drawings, data, and studies produced by these architects and development consultants. Developer or property owner shall ensure that the third parties to the contracts referenced above for Project work consent to the assignment of these contracts to Lender.

- Eden will grant the City a security interest in these agreements in tandem with the additional security interests in the site as described above.

13.The property meets any additional land donation criteria in the Affordable Housing Guidelines.

- As of the submittal date, the published Affordable Housing Guidelines contain no additional land donation criteria other than set forth above. See below for compliance with other Affordable Housing Ordinance requirements.

Affordable Housing Plan Findings and Conditions – Sections 29.7 D:

This Affordable Housing Plan satisfies the required findings and conditions of approval set forth in Sections 29.7 D as follows:

1. The proposed affordable housing units provided by the Eden Housing Project would comply with the applicable standards in the Affordable Housing Ordinance. Because no market rate units will be provided, the requirements that the Affordable units be comparable to market rate units and made available for occupancy concurrently with the market-rate units are not applicable.

2. The Affordable units will serve to mitigate the impact of the Office Project on the need for affordable housing by directly providing the opportunity to build up to 71 deed restricted affordable units and one unrestricted manager's unit. This opportunity of land donation allows Eden to start seeking the other funding necessary to complete this affordable housing project as soon as possible – and to leverage additional outside investment dollars into the community.

3. A viable financing plan is in place for the proposed Affordable units. See Section 8. Utilizing 4% tax credits and other available public funding sources, Eden will be able to complete a larger affordable housing development and at deeper levels of affordability than is otherwise required by the City's ordinance.

4. The proposed Land Donation Site is suitable for the proposed affordable units, is consistent with the Housing Element, General Plan, and Zoning, and will not cause residential segregation. The approximately 72 units are proposed to be located on a parcel that is well-located in the transit-served and amenity-rich Woodside Road corridor. As stated in the Housing Element, "[n]ew housing in [this area] is an integral part of the vision for Redwood City; and a balance of housing opportunities for both affordable and market-rate housing is essential to meet this goal." (Housing Element, H-2). The Housing Element notes that mixed-use corridors such as Woodside Road are key to delivering residential capacity (Housing Element, H-70). The proposed development of 71 affordable housing units will help the City achieve its current Regional Housing Needs Allocation (RHNA) of 1,637 affordable housing units while creating a more active frontage consistent with the goals of the Mixed-Use Neighborhood zoning.

5. According to the City's General Plan Housing Element adopted in 2015, 18% or 4,970 of the City's residents qualify as low-income, 59% or 2,932 of which are renters and are particularly at risk for overpaying for housing (Housing Element, H-19-20). Redwood City's Share of San Mateo County's Regional Housing Needs Allocation (RHNA) is 2,789 housing units of which 15% or 429 is designated as housing for households in the low-income category (Housing Element, H-108). The proposed units to be restricted to qualifying low-income households would contribute towards this RHNA obligation.

6. The Affordable Housing Plan would also further numerous Housing Element goals, policies and programs including the following:

   Goal H1: Maintain and increase the diversity of housing types in all City neighborhoods.

POLICY H1.2: Create a regulatory environment that enables the private market to build a variety of housing types at all income levels.

POLICY H1.5: Continue to explore methods of increasing density in existing single-family neighborhoods in high resource opportunity areas

Goal H2: Protect and increase the supply of affordable housing, both deed-restricted and unsubsidized affordable units

POLICY H-2.1: Support the construction, acquisition, rehabilitation, and maintenance of affordable housing, including exploring ways to extend affordability periods on deed-restricted units.

POLICY H-2.3: Continue to require affordable housing to be constructed in conjunction with larger residential projects and encourage affordable housing construction associated with nonresidential construction.

Program H2-4: Affordable Housing Development/Inclusionary Housing. The development of new affordable housing generally requires subsidies from federal, State, and local sources. The demand for affordable housing throughout the Bay Area is steadily increasing, as housing costs have accelerated beyond the capacity of many households. Land write-downs and financial incentives can be significant contributions to meet this demand and create new affordable housing. Redwood City has an active history of providing funding for the acquisition and disposition of housing sites and/or surplus properties for the construction or rehabilitation of affordable housing units. In addition, the City's Affordable Housing Ordinance (AHO) provides a new funding source through in-lieu fee payments and an Affordable Housing Impact fee, as well as requiring on-site affordable housing for larger residential projects.

Objectives:

- Continue to provide subsidies, as funds are available, to assist in the development of affordable housing units, acquisition of land for affordable housing construction, and preservation of existing affordable housing.
- Continue implementing the Affordable Housing Ordinance including below-market-rate (BMR) requirements for rental and ownership development.
- Conduct an initial revision to the Affordable Housing Ordinance to better support development of affordable housing, especially LIHTC financed housing. The initial revision process will include consultation with local affordable housing developers.
- Update the Affordable Housing Impact Fee Nexus Study as required by Government Code Section 65940.1 and 66016.5, including a study of target affordability levels and considerations for incentivizing extremely low-income units as part of the affordable housing ordinance. The nexus study update will be conducted as part of the 21 Elements led

countywide nexus study update. As part of this update to the nexus study, revise the Affordable Housing Ordinance, as necessary. The City will continue to consult with affordable housing developers on the nexus study update and AHO revisions.

- Continue to allow alternative requirements to the AHO on a project-by-project basis in the near term.

Goal H3: Promote, encourage, and assist in the development of housing that meets the needs of special needs communities in Redwood City.

POLICY H3.5: Promote accessibility features in housing for people with disabilities, including reasonable accommodations and visitability of all new units.

POLICY H3.6: Where practical, encourage the development of units with three or more bedrooms to
support larger families.

Goal H4: Reduce the cost of building housing through innovation and flexibility in development regulations.

POLICY H-4.2: Reduce residential parking requirements for residential development in conjunction with increased bike parking or proximity to transit.

POLICY H-4-3: Reduce the permitting time for residential projects and 100% affordable projects through consideration of a by-right approvals, objective standards, and reducing or eliminating the requirement for public hearings.

Program H4-6: Permit Processing. Lengthy review periods associated with permit processing are perceived as one of the major constraints to housing development in any city, with delays increasing the holding cost of developments. Complicated procedures related to various funding sources may also discourage new development especially by affordable and special needs housing developers. To facilitate residential development, the City provides development pre application review and offers a streamlined processing system that simplifies and expedites development processing.

Objectives:

- Continue to evaluate and improve the streamlined processing system to facilitate residential development.
- Streamline 100% affordable housing with a priority staff-level planning entitlement process.

Goal H6: Affirmatively further fair housing opportunities and promote housing throughout the community for all.

Program H6-5: Affirmatively Furthering Fair Housing. Federal and State fair housing laws prohibit discrimination in home sales, financing, and rentals based on race, color, religion, sex, or national origin. Redwood City supports and promotes a diverse community of unique neighborhoods where all residents are included and valued, no group is privileged above any other group, and all have opportunity to live in neighborhoods of their choosing. The City has identified the following fair housing issues, contributing factors, and priority levels in Table H-3 (specific commitments for each program action, timeframes, geographic targeting, and metrics follow in Table H-4).

Program H-21: Acquisition and Rehabilitation of Existing Housing. Contact nonprofit housing providers regarding the City's interest in establishing partnerships in the acquisition and rehabilitation of substandard rental properties, with the goal of completing at least one project during the planning period.

Eden Housing Project Compliance With Other Affordable Housing Ordinance Requirements:

The Eden Housing Project on the Land Donation Site will comply with all the applicable provisions of the Affordable Housing Ordinance as follows:

1. Deed Restriction and Term. All but one of the affordable units (an on-site manager's unit) will be legally restricted for occupancy for a period of 55 years to low-income households in accordance with Section 29.6C. Pursuant to Section 29.7F, this restriction will be recorded against the affordable parcel in the form of a resale restriction, deed of trust, or regulatory agreement, as applicable in a form approved by the City Attorney and executed by the City Manager to ensure the continued affordability of the Affordable units for the duration of the 55-year term.

2. Tenant Selection and Occupancy. In accordance with Section 29.6D, Eden will prepare and submit to as the Community Development Director or designee for approval, a Below Market Rate Tenant Selection and Management Plan with eligibility requirements specific to the Affordable units which, upon approval, will govern the selection of tenants for the development. Note that Eden is agreeable to implement 29.6F, "Local Preference", so long as it complies with Fair Housing law and is allowed by other public funding sources secured.

3. Principal Residence. In accordance with Section 29.6E, any household that occupies an Affordable Unit must occupy that unit as its principal residence unless otherwise approved in writing for rental to a third party for a limited period of time due to household hardship, as determined and approved by the City in advance.

4. Amendments. Once approved, the Affordable Housing Plan may be amended prior to issuance of any building permit for the Office Project. A request for a minor modification of an approved affordable housing plan may be granted by the Community Development Director if the modification is substantially in compliance with the original affordable housing plan and conditions of approval. Other modifications to the affordable housing plan shall be processed in the same manner as the original plan.

5. Recorded Restriction. As a condition of approval of the Office Project, an affordable housing agreement acceptable to the Community Development Director will be recorded against the Woodside Road parcel as part of the final parcel map, or issuance of any building permit, for the Office Project, whichever occurs first. The affordable housing agreement will specify the number, type, location, size, and phasing of all affordable units, provisions for income certification and screening of potential renters of units, including the financing of ongoing administrative and monitoring costs, consistent with the approved affordable housing plan, as determined by the Community Development Director. The affordable housing agreement will be recorded against the affordable parcel in the form of a resale restriction, deed of trust, or regulatory agreement, as applicable, in a form approved by the City Attorney and executed by the City Manager to ensure the continued affordability of the affordable units.

Attachment 4

Qualified Designee – Eden Housing

About Eden Housing

Eden Housing, Inc. (Eden) is one of the oldest and most experienced affordable housing non-profit organizations in California. Since its inception in 1968, Eden has developed, acquired, or rehabilitated more than 11,400 affordable units and currently provides homes to more than 24,000 lower-income residents. As a mission-driven non-profit, they serve low- and moderate-income families, seniors, people with special needs, and people experiencing homelessness. Incomes of their residents typically range from 20% to 60% of the area median income. Eden works in 15 counties, including San Mateo County, with two properties in East Palo Alto and multiple future projects in the County in the pipeline.

Eden Housing's Status as a Qualifying Designee

Per the Affordable Housing Ordinance, an affordable housing developer is deemed a Qualifying Designee if it is a non-profit organization, mission-aligned for-profit housing corporation, joint venture, limited liability company, partnership, or other entity that:

- Demonstrates technical capacity and experience in developing, owning, and operating affordable housing projects or partner with an entity that has the required experience; and
- Demonstrates experience relevant to owning and developing three (3) qualifying deed-restricted affordable rental housing projects. If the developer has experience developing less than 3 qualifying affordable rental housing projects, the market rate developer will be required to partner with a developer that meets the experience requirement.
- Does not have a record of defaults, a record of systemic or procedural maintenance problems, housing or building code violations, or a history of substantiated fair housing complaints at properties it owns and/or operates, directly or through affiliated entities.

Eden's status as a non-profit industry leader in affordable housing development satisfies these requirements. As documentation of our status, our list of properties in our portfolio and pipeline listed below demonstrates that we own and have developed greater than 3 qualifying deed-restricted affordable housing rental projects similar to the proposed project described in Attachment 8. Eden certifies that it does not have a record of defaults, a record of systemic or procedural maintenance problems, housing or building code violations, or a history of substantiated fair housing complaints at properties it owns and/or operates, directly or through affiliated entities.

Eden Housing completed a UCC search dated 7/8/24 10:52am and shared this with Sam Hughes on 7/8/24 at 1:35pm. Find this Lien Search Certificate attached here.

Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

EDEN HOUSING, INC.
DIXIE BAUS
22645 GRAND STREET
HAYWARD, CA 94541

Request Date: 07/08/2024 10:52 AM
Information Request No.: U240054723422
Certification No.: 226551525

LIEN SEARCH CERTIFICATE

The search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities, or addresses, separate searches of these names will have to be requested and conducted. The Secretary of State, his officers and agents disclaim any and all liability for claims resulting from other filings on which the name of the Debtor can be found in any other form than which was requested.

Search Criteria:

Debtor Organization: EDEN HOUSING, INC.| HAYWARD
Request Type: Lien Information Request (UCC 11)
Active (Unlapsed Records Only), List Only

Lien Listing

Lien File No.: 057044244151 Filed: 10/03/2005 04:16 PM Lapse: 10/03/2025 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 409 JACKSON STREET, HAYWARD, CA 94544

Secured Party(s): U.S. BANK NATIONAL ASSOCIATION, 980 NORTH STREET, SUITE 1100, SACRAMENTO, CA 95814
U.S. BANK NATIONAL ASSOCIATION, 555 SW OAK ST PD-OR-P7LD, PORTLAND, OR 97204

Amendment - Continuation
Amendment No.: 1072341764 Filed: 06/08/2010 08:54 AM

Amendment - Amendment
Amendment No.: 1072342602 Filed: 06/08/2010 02:04 PM

Amendment - Continuation
Amendment No.: 1574625944 Filed: 05/01/2015 08:53 AM

Amendment - Continuation
Amendment No.: 2077755591 Filed: 04/28/2020 02:36 PM

EDEN HOUSING, INC.
DIXIE BAUS
22645 GRAND STREET
HAYWARD, CA 94541

Request Date: 07/08/2024 10:52 AM
Information
Request No.: U240054723422
Certification No.: 226551525

Lien Listing

Lien File No.: 127332765096 Filed: 10/15/2012 11:01 AM Lapse: 10/15/2027 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 409 JACKSON STREET, HAYWARD, CA 94544

Secured Party(s): CALIFORNIA COMMUNITY REINVESTMENT CORP, 225 W. BROADWAY, SUITE 120, GLENDALE, CA 91204

Amendment - Continuation

Amendment No.: 1775818552 Filed: 04/24/2017 11:01 AM

Amendment - Continuation

Amendment No.: U220189464544 Filed: 05/02/2022 02:40 PM

Amendment - Termination

Amendment No.: U230086794237 Filed: 12/11/2023 11:55 AM

Lien File No.: 147433135314 Filed: 10/20/2014 12:43 PM Lapse: 10/20/2044 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): CITIBANK, N.A., AS NOTEHOLDER REPRESENTATIVE, 390 GREENWICH STREET, 2ND FLOOR, NEW YORK, NY 10013

Amendment - Termination

Amendment No.: 1675623135 Filed: 12/20/2016 04:28 PM

Lien File No.: 147435986845 Filed: 11/07/2014 11:40 AM Lapse: 11/07/2024 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): WELLS FARGO AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, MAC D1053-170, 301 SOUTH COLLEGE STREET, CHARLOTTE, NC 28288

Amendment - Continuation

Amendment No.: 1977287307 Filed: 08/19/2019 12:13 PM

Lien File No.: 167538240612 Filed: 07/25/2016 12:50 PM Lapse: 07/25/2026 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): CITIBANK, N.A., 390 GREENWICH STREET, 2ND FLOOR, NEW YORK, NY 10013

Amendment - Termination

Amendment No.: 1876537026 Filed: 06/12/2018 02:44 PM

Amendment - Continuation

Amendment No.: U210037901428 Filed: 04/14/2021 12:51 PM

EDEN HOUSING, INC.
DIXIE BAUS
22645 GRAND STREET
HAYWARD, CA 94541

Request Date: 07/08/2024 10:52 AM
Information
Request No.: U240054723422
Certification No.: 226551525

Lien Listing

Lien File No.: 187639435400 Filed: 03/21/2018 11:33 AM Lapse: 03/21/2028 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND ST, HAYWARD, CA 94541

Secured Party(s): DELL FINANCIAL SERVICES L.L.C., MAIL STOP-PS2DF-23, ONE DELL WAY, ROUND ROCK, TX 78682

Amendment - Continuation

Amendment No.: U230008580421 Filed: 02/06/2023 08:44 AM

Lien File No.: 207774467256 Filed: 04/21/2020 05:57 PM Lapse: 04/21/2025 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): BANK OF AMERICA, N.A., 2000 CLAYTON ROAD, BUILDING D, 6TH FLOOR, CONCORD, CA 94520

Lien File No.: 207783276618 Filed: 05/29/2020 03:35 PM Lapse: 05/29/2025 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND ST, VIRGINIA LANE, HAYWARD, CA 94541

Secured Party(s): XEROX FINANCIAL SERVICES, 201 MERRITT 7, NORWALK, CT 06856

Lien File No.: 207799996654 Filed: 06/30/2020 05:00 PM Lapse: 06/30/2025 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): WELLS FARGO AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, MAC D1053-170, 301 S. COLLEGE ST., 17TH FL., CHARLOTTE, NC 28288

Lien File No.: U210033355728 Filed: 03/25/2021 12:15 PM Lapse: 03/25/2026 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): WELLS FARGO AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, MAC D1053-170, 301 SOUTH COLLEGE STREET, CHARLOTTE, NC 28288

Amendment -

Amendment No.: U210100354828 Filed: 11/03/2021 05:00 PM

Lien File No.: U210033355829 Filed: 03/25/2021 12:15 PM Lapse: 03/25/2026 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): WELLS FARGO AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORPORATION, MAC D1053-170, 301 SOUTH COLLEGE STREET, CHARLOTTE, NC 28288

Amendment -

Amendment No.: U210101512917 Filed: 11/08/2021 05:00 PM

EDEN HOUSING, INC.
DIXIE BAUS
22645 GRAND STREET
HAYWARD, CA 94541

Request Date: 07/08/2024 10:52 AM
Information
Request No.: U240054723422
Certification No.: 226551525

Lien Listing

Lien File No.: U210097630628 Filed: 10/25/2021 05:00 PM Lapse: 10/25/2026 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): SILICON VALLEY BANK, 505 HOWARD STREET, 3RD FLOOR, SAN FRANCISCO, CA 94105

Lien File No.: U220205843832 Filed: 06/28/2022 10:55 AM Lapse: 06/28/2027 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND ST, VIRGINIA LANE HAYWARD, CA 94541

Secured Party(s): XEROX FINANCIAL SERVICES, 201 MERRITT 7, NORWALK, CT 06856

Lien File No.: U220211609320 Filed: 07/19/2022 11:27 AM Lapse: 07/19/2027 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND ST, VIRGINIA LANE HAYWARD, CA 94541

Secured Party(s): XEROX FINANCIAL SERVICES, 201 MERRITT 7, NORWALK, CT 06856

Lien File No.: U220255845020 Filed: 12/30/2022 09:23 AM Lapse: 12/30/2027 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND ST, VIRGINIA LANE HAYWARD, CA 94541

Secured Party(s): XEROX FINANCIAL SERVICES, 201 MERRITT 7, NORWALK, CT 06856

Lien File No.: U230042719631 Filed: 06/16/2023 11:35 AM Lapse: 06/16/2028 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING INC, 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): XEROX FINANCIAL SERVICES, 201 MERRITT 7, NORWALK, CT 06856

Lien File No.: U240022813020 Filed: 03/05/2024 03:40 PM Lapse: 03/05/2029 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): BMO BANK N.A., 320 S. CANAL STREET, FLOOR 15, CHICAGO, IL 60606

Lien File No.: U240038155729 Filed: 05/02/2024 06:52 AM Lapse: 05/02/2029 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND ST, HAYWARD, CA 94541

Secured Party(s): XEROX FINANCIAL SERVICES, 201 MERRITT 7, NORWALK, CT 06856

Lien File No.: U240047748233 Filed: 06/10/2024 01:09 PM Lapse: 06/10/2029 11:59 PM
Lien Type: Financing Statement

Debtor(s): EDEN HOUSING, INC., 22645 GRAND STREET, HAYWARD, CA 94541

Secured Party(s): FIRST-CITIZENS BANK & TRUST COMPANY, 222 2ND STREET, 17TH FLOOR, SAN FRANCISCO, CA 94105

Certification No.: 226551525
Page Count: 5

I, Shirley N. Weber, Ph.D., Secretary of State, do hereby certify that the above listing is a record of all presently active financing statements, tax liens, attachment liens and judgment liens, including any change documents relating to them, which name the referenced debtor, subject to any above-stated search qualifiers and are on file in my office as of 06/27/2024 11:59 PM.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on July 8, 2024.

Secretary of State

List of Properties in Eden's Portfolio and Pipeline

OUR PORTFOLIO

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
Rehabbed Homes, Oakland	6	X		Acq/Rehab	Home-Owner	Family		1968
Josephine Lum Lodge, Hayward	150	X	X	New	Rent	Senior		1973
Eden Lodge, San Leandro	143	X	X	New	Rent	Senior		1980
La Solana, Hayward	58	X		New	Home-Owner	Family		1982
La Solanita, Hayward	6	X		New	Home-Owner	Family		1982
Summerwood, Hayward	163	X		New	Rent	Family		1983
10th & D Street, Union City	3	X	X	Acq/Rehab	Rent	Family		1982
Grove Way, Hayward	8	X	X	Acq/Rehab	Rent	Family		1982
Eden Issei Terrace, Hayward	100	X	X	New	Rent	Senior		1984
Sparks Way, Hayward	45	X	X	New	Rent	Family		1984
Sycamore Square, Hayward	26	X	X	New	Rent	Family		1983
Greenhaven, Union City	250	X		New	Rent	Family		1984
Tyrrell Gardens, Hayward	28	X		New	Home-Owner	Family		1985
Olive Tree Plaza, Hayward	26	X	X	New	Rent	Disabled		1986
Heritage Park, Livermore	167	X		New	Rent	Senior		1986
Huntwood Terrace, Hayward	104	X		New	Rent	Family		1988
Cypress Glen, Hayward	54	X	X	New	Rent	Family		1987
Huntwood Commons, Hayward	40	X	X	New	Rent	Family		1988
Mission Wells, Fremont	392	CO-GP		New	Rent	Family		1988
Ridge View, Pleasanton	200	X		New	Rent	Senior		1989
Sequoia Manor, Fremont	81	X	X	New	Rent	Senior		1989
Baywood Apts., Fremont	82	X	X	New	Rent	Family		1990
Redwood Lodge, Fremont	24	X	X	New	Rent	Disabled		1989

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
Westporte, Hayward	94	X		New	Home-Owner	Family		1990
Fuller Lodge, San Leandro	26	X	X	New	Rent	Disabled		1991
E.C. Magnolia Court, Hayward	21	X	X	New	Rent	Disabled		1992
Stoney Creek, Livermore	70	X	X	New	Rent	Family		1992
Washington Creek, Petaluma	32	X	X	New	Rent	Family		1993
Villa Springs, Hayward	66	X	X	Acq/Rehab	Rent	Family		1993
Glen Eden, Hayward	36	X	X	New	Rent	Family	4,025	1993
Glen Berry, Hayward	50	X	X	New	Rent	Family	1,200	1994
Corona Ranch, Petaluma	74	X	X	New	Rent	Family		1994
Corona Crescent, Petaluma	16	X		New	Home-Owner	Family		1994
The San Pablo, Oakland	144	X		Acq/Rehab	Rent	S&D	8,500	1995
Catalonia, San Jose	50	X	X	New	Rent	Family		1995
Laulima House, Oakland	9	X		Rehab	Rent	Family		1996
Casa de los Amigos, San Jose	24		X	Acq/Rehab		Disabled		1996
Emerson Arms Apt, Martinez	32	X	X	Acq/Rehab	Rent	Family		1996
Kirker Court, Clayton	20		X	Acq/Rehab	Rent	Disabled		1996
Riverhouse, Martinez	75		X	Acq/Rehab	Rent	SRO	2,000	1996
B Street Bungalows, Hayward	4	X		New	Home-Owner	Family		1996
Hillview Glen, San Jose	138	X		New	Rent	F & D		1996
Eden Palms, San Jose	145	X	X	New	Rent	Family	2,006	1997
Pacific Grove, Fremont	20	X	X	New	Rent	Disabled		1997
Arroyo del Valle, Livermore	12		X	New	Rent	Disabled		1998
409 Jackson St., Hayward		X		Acq/Rehab	Commercial	N/A	10,000	1998
Stone Pine Meadow, Tracy	72	X	X	New	Rent	Family		2000
Owls' Landing, Livermore	72	X	X	New	Rent	Family		2000
Community Heritage, N. Richmond	52	Co-Dev		New	Rent	Senior	10,000	2000
Parkside Glen, San Jose	180	Co-GP		New	Rent	Family		2000
Ohlone-Chynoweth, San Jose	194	X	X	New	Rent	Family	6,900	2000

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
Rosewood Terrace, Union City	45	X	X	New	Rent	Senior		2000
Harris Court, Hayward	24	X	X	Acq/Rehab	Rent	Family		2000
Virginia Lane, Concord	91	X	X	New	Rent	Family		2001
Adams Ave Homes, Fremont	17	X		New	Lease	Family		2002
Union Court, Manteca	68	X	X	Acq/Rehab	Rent	Family		2003
West Rivertown, Antioch	57	X	X	New	Rent	Family		2003
Almond Terrace, Manteca	50	X	X	New	Rent	Senior		2004
Fuller Gardens, San Leandro	16	X	X	New	Rent	Disabled		2004
Victoria Green, Hercules	132	X	X	New	Rent	Family		2004
Wisteria Place, Union City	40	X	X	New	Rent	Senior		2004
Nugent Square, East Palo Alto	32	Co-GP	X	New	Rent	Family		2005
Downtown River, Petaluma	81	X	X	New	Rent	Family	5,500	2005
Chesley Mutual Housing, Richmond (JV with CHDC)	30	X		New	Rent	Family		2005
Vandenburgh Villa, Livermore	40	X	X	New	Rent	Senior		2005
Wicklow Square, Dublin	54	X	X	New	Rent	Senior		2005
Sara Conner Court, Hayward	57	X	X	New	Rent	Family		2006
Samara Terrace, Hercules	52	X	X	New	Rent	Senior		2006
Brentwood Senior Commons, Brentwood	80	X	X	New	Rent	Senior		2007
Edenvale Special Needs, San Jose	15	X	X	New	Rent	Disabled		2007
Rivertown Place, Antioch	40	X	X	New	Rent	Family		2008
Walker Landing, Hayward	78	X	X	New	Rent	Family		2008
Hayward Senior / Eden Office, Hayward	60	X	X	New	Rent	Senior	12,000 s.f.	2008
Almond Court, Manteca	40	X	X	New	Rent	Senior		2009
Ashland Village, San Leandro *(Unincorporated Alameda County)*	142	X	X	Acq/Rehab	Rent	Family		2009
Tennyson Gardens, Hayward	96	X	X	Acq/Rehab	Rent	Family		2009
Estabrook Place, San Leandro	51	X	X	New	Rent	Senior		2010
Foss Creek Court, Healdsburg	64	X	X	New	Rent	Family		2010

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
The Fireside, Mill Valley	50	Co-Dev	X	New/Rehab	Rent	Senior/Family/Disabled		2010
The Altenheim (Phase I), Oakland	93		X	Acq/Rehab	Rent	Senior		2010
The Altenheim (Phase II), Oakland	81	Co-Dev	X	New	Rent	Senior/ Disabled		2010
Arroyo Vista, Mission Viejo	156		X	New	Rent	Family		2010
East Bluff, Pinole	144	X	X	Acq/Reahb	Rent	Family		2010
Light Tree, East Palo Alto (JV with EPA CAN DO)	185	Co-Dev	X	Acq/Rehab & New	Rent	Family		2010 / 2023
Sereno Village, Vallejo	125		X	Acq/Rehab	Rent	Family		2010
Las Palmas, San Leandro	91	X	X	Acq/Rehab	Rent	Family		2011
Windscape, Northridge	45		X	New	Rent	Family		2011
Brookwood Terrace, San Jose	84	Co-Dev		New	Rent	Family		2011
Orvieto Family Housing, San Jose	92	Co-Dev		New	Rent	Family		2012
The Surf, San Leandro	46		X	Acq/Rehab	Rent	Family		2012
Cottonwood Place, Fremont	98	X	X	New	Rent	Senior	9,000 s.f.	2012
Del Nido, Santa Rosa	206		X	Acq/Rehab	Rent	Family		2012
Wexford Way, Dublin	130	X	X	New	Rent	Family	3,969 s.f	2012
Carlow Court, Dublin	50	X	X	New	Rent	Senior		2012
Warner Creek, Novato	61	X	X	New	Rent	Senior		2013
Cambrian Center, San Jose	153		X	Acq/Rehab	Rent	Senior		2013
Woodside Court, Fairfield	129		X	Acq/Rehab	Rent	Family		2013
801 Alma, Palo Alto	50	X	X	New	Rent	Family		2013
Leidig Court, Hayward	16	X	X	Acq/Rehab	Rent	Family		2013
Monterey Villa, San Jose	20	X	X	New	Rent	Special Needs		2013
Belle Terre, Lafayette	46	X	X	New	Rent	Senior		2014
Montgomery Plaza, Hayward	50	X	X	Acq/Rehab	Rent	Senior		2014
Quail Run Apartments, Santa Rosa	200		X	Acq/Rehab	Rent	Family		2014
Ford Road Plaza, San Jose	75	X	X	New	Rent	Family		2014
Monteverde Senior Apartments, Orinda	67	X	X	New	Rent	Senior		2014
University Village, Marina	108		X	Acq/Rehab	Rent	Family		2015

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
Westside Terrace, Hollister	16		X	Acq/Rehab	Rent	Family		2015
Weinreb Place, Hayward	22	X	X	Acq/Rehab	Rent	Senior		2015
Studio 819, Mountain View (J/V with ROEM)	49	Co-Dev	X	New	Rent	Family		2015
Seacliff Highlands, Aptos	39		X	Acq/Rehab	Rent	Family		2015
Corralitos Creek, Freedom	64		X	Acq/Rehab	Rent	Family		2015
Vista Verde, Freedom	76		X	Acq/Rehab	Rent	Family		2015
Connell Apartments, Gilroy	28		X	Acq/Rehab	Rent	Family		2015
Monticelli, Gilroy	52		X	Acq/Rehab	Rent	Family/Senior		2015
Gateway Palms, Hollister	31		X	Acq/Rehab	Rent	Family		2015
Rancho Park, Hollister	54	X	X	Acq/Rehab	Rent	Family		2015
Rustic Gardens. Hollister	19	X	X	Acq/Rehab	Rent	Family		2015
Cypress Gardens, Marina	96		X	Acq/Rehab	Rent	Family		2015
Crest Avenue Apartments, Morgan Hill	50		X	Acq/Rehab	Rent	Family		2015
Depot Commons, Morgan Hill	13		X	Acq/Rehab	Rent	Family	1,299	2015
Jasmine Square, Morgan Hill	72		X	Acq/Rehab	Rent	Family		2015
Royal Court, Morgan Hill	55		X	Acq/Rehab	Rent	Family		2015
Skeels, Morgan Hill	13		X	Acq/Rehab	Rent	Family		2015
Coronado Terrace, San Diego	312		X	Acq/Rehab	Rent	Family		2015
Vista Terrace Hills, San Ysidro	262	X	X	Acq/Rehab	Rent	Family		2015
Nuevo Sol (Barson), Santa Cruz	14			Acq/Rehab	Rent	Family		2015
Riverside MHP, Watsonville	25			Acq/Rehab	Rent	Family		2015
Lincoln Square, Watsonville	19		X	Acq/Rehab	Rent	Family		2015
Pacific Terrace, Watsonville	28		X	Acq/Rehab	Rent	Family		2015
Pajaro Court, Watsonville	10		X	Acq/Rehab	Rent	Family		2015
Tierra Linda, Watsonville	18		X	Acq/Rehab	Rent	Family		2015
Villa Ciolino, Morgan Hill	42		X	Acq/Rehab	Rent	Family		2015
Gilroy Sabrato Studios, Gilroy	26		X	Acq/Rehab	Rent	Special Needs		2016
Monterra Village, Gilroy	34		X	Acq/Rehab	Rent	Family		2016

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
The Redwoods, Gilroy	24		X	Acq/Rehab	Rent	Family		2016
Wheeler Manor, Gilroy	117		X	Acq/Rehab	Rent	Elderly		2016
Charles Apartments, Marina	105		X	Acq/Rehab	Rent	Family		2016
The Willows, Morgan Hill	20		X	Acq/Rehab	Rent	Family		2016
Jardines De Boronda, Salinas	15		X	Acq/Rehab	Rent	Family		2016
Camphora Family Apartments, Soledad	44	X	X	New	Rent	Farmworker / Family		2016
Aspen Grove, Gilroy	24		X	Acq/Rehab	Rent	Family		2016
Villa Esperanza, Gilroy	21		X	Acq/Rehab	Rent	Dev/Disabled		2016
The Trees, Gilroy	14		X	Acq/Rehab	Rent	Family		2016
Pacific Family MHP, Santa Cruz	34			Acq/Rehab	Rent	Family		2016
Pleasant Acres MHP, Santa Cruz	65			Acq/Rehab	Rent	Family		2016
Vista Verde Childcare, Freedom	N/A			Acq/Rehab	Commercial	N/A		2016
Alta Mira Family, Hayward	87	X	X	New	Rent	Family		2016
Alta Mira Senior, Hayward	64	X	X	New	Rent	Senior		2016
Faith Manor, Hayward	62		X	Acq/Rehab	Rent	Family		2016
Maple Gardens, Gilroy	18		X	Acq/Rehab	Rent	Family		2017
Sobrato Family, Gilroy	60		X	Acq/Rehab	Rent	Family/Trans/ HSG		2017
Vista Point, Pacific Grove	49		X	Acq/Rehab	Rent	Senior		2017
Nuevo Amanecer, Pajaro	63		X	Acq/Rehab	Rent	Family		2017
Valor Crossing, Dublin	66	X	X	New	Rent	Family		2017
Cranes Landing, Lodi	80	X	X	New	Rent	Senior		2017
Quail Run II, San Leandro *(Unincorporated Alameda County)*	104		X	Acq/Rehab	Rent	Family		2018
Highlands, Vacaville	11			Acq/Rehab	Rent	Family		2018
Hillside Senior, Vacaville	15			Acq/Rehab	Rent	Senior		2018
Rocky Hill, Vacaville	39		X	New	Rent	Vets /Homeless		2018
Orchard Maples, Vacaville	168			Acq/Rehab	Rent	Family		2018
Meadows Holly, Vacaville	82		X	Acq/Rehab	Rent	Family		2018
Willows, Vacaville	125		X	Acq/Rehab	Rent	Family		2018
Hana Gardens, El Cerrito	63	X	X	New	Rent	Senior	2,000 s.f	2018

Property Name	# of Units	Developed by EHI	Managed by EHMI	Construction Type	Housing Type	Housing Population	Commercial Square Feet	Year Completed or Acquired
Miraflores Senior, Richmond (JV with CHDC)	80	Co-Dev	X	New	Rent	Senior		2018
Pauline Weaver Senior, Fremont	90	X	X	New	Rent	Senior		2018
Sycamore Glen, Morgan Hill	20		X	Acq/Rehab	Rent	Senior		
Corsair Flats, Alameda	60	X	X	New	Rent	Senior		2020
Reilly Station, Fremont	61	X	X	New	Rent	Family		2020
Canyon Flats, Fremont	71	X	X	New	Rent	Family		2021
The Starling, Alameda	70	X	X	New	Rent	Family		2021
De Anza Terrace, San Leandro *(Unincorporated Alameda County)*	24			Acq/Rehab	Rent	Family		2022
Loro Landing, San Leandro	62	X	X	New	Rent	Special Needs		2022
Iris Gardens, Azusa	119			Acq/Rehab	Rent	Family		2022
Walnut Grove, Los Gatos	50		X	New	Rent	Senior		2022
Trinity Plaza, Richmond (JV with CHDC)	66	X	X	Acq/Rehab	Rent	Senior		2023
Granite Ridge, Fremont (JV w/ For the Future Housing)	73	Co-Dev	X	New	Rent	Family		2023
Mesa Terrace, San Jose	46	X		New	Rent	Special Needs		2023
Coral Court, Concord	47		X	Acq/Rehab	Rent	Family		2023
Sunset Pines, Concord	69		X	Acq/Rehab	Rent	Family		2023
The Randall, Healdsburg	40	X	X	New	Rent	Family		2023
Blue Oak Landing, Vallejo	75	X		New	Rent	Special Needs		2023
The Residences at VHAC (Vivalon Healthy Aging Campus), San Rafael	67	X	X	New	Rent	Senior	10,000 sf	2023
Tabasa Gardens (1482 Freedom), Watsonville	53	X	X	New	Rent	Family		2024
Solaire Apartments (Auzerais), San Jose	130	X		New	Rent	Special Needs		2024

TOTAL UNIT/PROPERTY COUNTS:

Total number of units/properties developed (new construction): 6,973 units / 96 properties
Total number of units/properties acquired/rehabilitated: 5,479 units / 84 properties
Total number of units/properties currently owned: 10,916 units / 165 properties
Total number of units/properties currently managed: 10,008 units / 152 properties

DEVELOPMENT PIPELINE

DEVELOPMENT PIPELINE	# of Units	To Be Developed by EHI	To Be Managed by EHMI	Construction Type	Housing Type	Housing Population	Density (DU/A)	Commercial Square Feet	Projected Completion Date
UNDER CONSTRUCTION									
La Avenida, Mountain View	100	X	X	New	Rent	Special Needs	100		August 2024
Kerner Supportive, San Rafael	41	X	X	New	Rent	Special Needs	45		September 2024
Ruby Street, Castro Valley	72	X	X	New	Rent	Family	24		June 2025
La Vista Residential, Hayward	150	X	X	New	Rent	Family	38		July 2025
Mitchell Park Apartments, Palo Alto	53	X	X	New	Rent	Special Needs	64		September 2025
Timber St, Newark	79	X	X	New	Rent	Senior	80		February 2026
Pacific Station North Apartments, Santa Cruz	128	X	X	New	Rent	Family/Other	188		July 2026
Mulberry Gardens Senior Apartments, Riverside	59	X	X	New	Rent	Senior	47		September 2025
PREDEVELOPMENT									
Oak Grove, Vacaville	67	X	X	New	Rent	Family			2025
Downtown Livermore Workforce Apartment (North), Livermore	79	X	X	New	Rent	Family			2025
Downtown Livermore Workforce Apartments (South), Livermore	51	X	X	New	Rent	Family			2025
Cherry Street, San Carlos	35	X (co-dev)		New	Rent	Family			2026
Point Reyes Station, West Marin	50	X (co-dev)	X	New	Rent	Family			2026
Regional Street, Dublin	114	X	X	New	Rent	Senior			2026
Richmond Health Center Family	72	X (co-dev)	X	New	Rent	Family			2025
Richmond Health Center Supportive	59	X (co-dev)	X	New	Rent	Special Needs			2025
Donner Field, Sacramento	63	X	X	New	Rent	Senior			TBD
DKA Senior, Oakland	65	X	X	New	Rent	Senior			2026
Elk Grove	70	X	X	New	Rent	Family			2024
Legacy Court, Richmond	43	X (co-dev)	X	New	Rent	Special Needs			2025
Bluebird Village, Brentwood	100	X	X	New	Rent	Family			TBD
First Pres Hayward, Castro Valley	150	X	X	New	Rent	Family			TBD

DEVELOPMENT PIPELINE	# of Units	To Be Developed by EHI	To Be Managed by EHMI	Construction Type	Housing Type	Housing Population	Density (DU/A)	Commercial Square Feet	Projected Completion Date
Sequoia Station / Lowe, Redwood City	225	X	X	New	Rent	Family			TBD
Oak Hill (San Quentin), Marin	115	X	X	New	Rent	Family			TBD
Santa Cruz Library	107	X (co-dev)	X	New	Rent	Family			TBD

PORTFOLIO RECAPITALIZATION PROJECTS	# of Units	Housing Type	Housing Population	Commercial Square Feet	Status	Construction Start Date (or Estimate)	Projected Completion Date
Aspen Grove + Maple Gardens + The Trees, Gilroy	56	Rent	Family		Under Construction	September 2022	July 2024
Skeels + Villa Ciolino, Morgan Hill	55	Rent	Family		Predevelopment	TBD	TBD

Attachment 5

Term Sheet Between Lane and Eden

We have included the executed Letter of Intent dated 10/26/2023 by and between Eden Housing, Inc. and Lane 847 Woodside, LLC. as part of this attachment.

EDEN HOUSING

October 19, 2023

Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541

To: Mark Murray
Lane Partners
644 Menlo Avenue 2nd Floor
Menlo Park, CA 94025

RE: Letter of Intent to Purchase – 847 Woodside Road, Redwood City, CA

Dear Mark:

This letter of intent represents the basic terms for an agreement between Buyer and Sellers and should be used as a template for further discussions, which may lead to the execution of a Purchase and Sale Agreement.

The undersigned would be willing to enter into an agreement to purchase the above-referenced property under the following basic terms and conditions:

Seller: Lane 847 Woodside, LLC

Buyer: Eden Housing, Inc. (EHI) or a wholly owned affiliate

Property: Two parcels totaling approximately 0.95 acres located at 947 Woodside Road, Redwood City, California / APN: 059-240-810.

Title: Fee simple marketable title.

Price: One Dollar ($1)

Development Requirements: Conveyance of the Property to Buyer for a nominal price will satisfy Seller's affordable housing obligation in connection with its planned development at

1900 Broadway in Redwood City. The City of Redwood City has required that the 847 Woodside and 1900 Broadway obtain planning approvals concurrently. Buyer and Seller will work together to entitle the 847 Woodside project prior to conveyance.

Broker Commission: Each party represents to the other that no broker has been involved in this transaction and no broker fees will be incurred.

Purchase and Sale Agreement: Within one hundred twenty (120) days of mutual acceptance of this Letter of Intent together with any modifications agreed to by Buyer and Seller, Buyer shall have a Purchase and Sales Agreement (PSA) drawn up and delivered to Seller. Buyer will prepare the Purchase and Sale Agreement. Should Buyer and Seller fail to reach agreement within 120 days from receipt on a final Purchase and Sales Agreement, this Letter of Intent shall have no further effect and neither party shall have any obligation to the other party.

Conveyance: Seller shall convey the Property vacant.

Due Diligence: In addition to other standard conditions (i.e. Phase 1 environmental report, no hazardous materials, compliance with all laws, zoning for use, certificate of occupancy, business financial records, estoppels, as well as those additional estoppels required by lender, etc.), buyer's obligations to complete this transaction shall be contingent upon its satisfaction with the results of its investigation of all aspects of the property, including but not limited to, current obligations, any property discussions, financials, the title condition, any existing reports (including any environmental reports) on the property held by the Seller, the as-built survey, discussions with representatives of the ownership, the local planning department and the zoning. If purchaser, in its sole and absolute discretion, is not satisfied with any of the above conditions, or any other condition, then it may terminate the Purchase and Sale Agreement by written notice to Seller and receive the return of its deposit without any liability. The due diligence period for investigation of the property shall be **45** (forty-five) calendar days from the later of the delivery of all pertinent documents pursuant to the definitive agreement or the effective date of the PSA ("Due Diligence Period").

Closing Costs: Buyer to be responsible for the costs of the ALTA policy of title insurance, including a record of survey, all city and county transfer taxes and the escrow and recording fees. Buyer shall be responsible for Buyer's legal fees, and inspection costs..

Closing Date: Closing must occur prior to or concurrent with issuance of the first building permit for the 1900 Broadway project.

Exclusivity: During the period from acceptance of this Letter of Intent and either acceptance of a final Purchase and Sales Agreement or the expiration of the time provided for acceptance of a final

EDEN HOUSING

Purchase and Sales Agreement provided above, Seller agrees not to enter into negotiations with any third party for the purchase of the Subject Property.

This proposal does not constitute a binding offer by EHI to purchase the Property from Seller. It is only an expression of interest by EHI to acquire the Property on the terms and conditions set forth in this letter of intent. The parties mutually intend that neither shall have any binding contractual obligations to the other with respect to the matters referred to herein unless and until a formal written Purchase Agreement has been prepared with adequate opportunity for review by legal counsel and has been fully executed and delivered by the parties. If the terms and conditions are acceptable to the Seller, please sign below and return this letter to EHI. If they are not acceptable to the Seller, please respond in writing to the specific terms and conditions that are of issue.

The terms and conditions provided herein shall remain open unless revoked until the close of business (5:00 P.M. PST) on October 31, 2023.

Sincerely,

Andrea Osgood
Chief of Real Estate Development
Eden Housing, Inc.

Agreed and Accepted by Buyer:
Eden Housing, Inc.

By: andrea osgood (Oct 26, 2023 18:45 PDT)

Name: Andrea Osgood

Title: Chief of Real Estate Development
Date: 26/10/2023

Agreed and Accepted by Seller:

By: [signature]

Name: ERIC BET

Title: ASSOCIATE

Date: 10/26/23

2023 10 19 Eden-Lane LOI - 847 Woodside Rd - Executed (002)

Final Audit Report 2023-10-27

Created:	2023-10-26
By:	Louis Liss (louis.liss@edenhousing.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzzIe2s2f5r9Uj3xvg7Eb8iEZgxJaQvyC

"2023 10 19 Eden-Lane LOI - 847 Woodside Rd - Executed (002)" History

Document created by Louis Liss (louis.liss@edenhousing.org)
2023-10-26 - 7:55:37 PM GMT

Document emailed to andrea osgood (aosgood@edenhousing.org) for signature
2023-10-26 - 7:55:41 PM GMT

Email viewed by andrea osgood (aosgood@edenhousing.org)
2023-10-26 - 11:31:48 PM GMT

Document e-signed by andrea osgood (aosgood@edenhousing.org)
Signature Date: 2023-10-27 - 1:45:41 AM GMT - Time Source: server

Agreement completed.
2023-10-27 - 1:45:41 AM GMT

Adobe Acrobat Sign

Attachment 6

Property Appraisal

The appraised value as of 11/10/2023 on a report prepared by Valbridge on 12/20/2023 is $11,180,000 or $130,000 per unit. The City has confirmed with the appraiser that the revised value with 72 units is $9,360,000.

Attachment 7

Preliminary Title Report for 847 Woodside Road, Redwood City

First American Title Insurance Company provided a report dated 10/11/2022 that shows the buyer is Lane 847 Woodside, LLC and the seller is Square TruFund, LLC for the property located at 847 Woodside Road, Redwood City, CA. No adverse possessions or liens are shown on the title report.

Attachment 8

Eden Housing Project Summary
847 Woodside Road

The Affordable Housing Project – 847 Woodside Road

The affordable housing project that will be made possible by Lane's land donation at 847 Woodside Road ("Land Donation Site") is contemplated to be a 72-unit Large Family project (including 1 manager's unit), which will include a range of unit sizes from studio, one, two and three-bedroom units (collectively, the "Eden Housing Project"). These homes will be targeted to households earning between 30 and 60 percent of San Mateo County Area Median Income, as adjusted for family size. The project will include amenities common to Eden's high-quality projects – a community room, a computer learning center, and well-appointed outdoor spaces such as playgrounds and picnic areas. Eden will also have its service coordination staff provide programming that helps build community and support the residents, including technology programs for youth and financial management and homebuyer training for adults.

The Land Donation Site is well-located on Woodside Road in an amenity-rich, walkable location. Key needs such as groceries, pharmacy, parks and transit are immediately adjacent to the Land Donation Site, which helps the project score competitively for state-level funding such as the Multifamily Housing Program. With density bonus, the site already is zoned for the proposed project (MUN), and an apartment use is contextual for the area.

Following is a summary of the anticipated and approximate unit breakdown, demolition plan, and financing plan, including an initial unit affordability matrix. Please note that the affordability matrix is subject to change based on the final funding sources secured at the time of the project's construction closing. None of the funding sources listed below have been applied for or committed and this finance plan is in Eden's professional opinion one of many options to ensure successful funding. All affordable funding programs require land entitlements to be in place; therefore, application for funding would likely occur at the first opportunity upon entitlement completion according to the NOFA published schedules.

Demolition Plan

The Land Donation Site will be donated to Eden with no occupants and with an existing structure. There is an existing chapel structure on the site that is currently being used by a congregation. The congregation's lease has expired, and they currently occupy the space on a month-to-month basis. The seller of the site to Lane will deliver the site to Lane without occupants. Lane will in turn deliver the unoccupied site to Eden. Eden will demolish the existing structure at the start of construction of the affordable housing project.

Financing Plan Overview

The intent of the financing plan is to lay out the requirement to provide a level of affordability to satisfy Lane Partners' inclusionary obligation and to balance the intent of Eden Housing's mutually shared goal of providing more units at the deepest levels of affordability possible while maintaining fiscal feasibility without the need for an operating subsidy.

The size of the proposed development (at 72 homes) now lends itself to a more flexible execution that could result in an overall affordability level at or below 60% AMI. Should this project qualify and be awarded 9% LIHTC, the average affordability level will be at or below 50% AMI. While the 9% LIHTC program remains largely oversubscribed and relies heavily on tiebreaker scoring that rewards local funding commitments, San Mateo County has historically fared very well in the application process. Nevertheless, our focus is to ensure financing that allows for the quickest delivery of vital affordable homes to the market. To this end, and to complement the donated land, the project's plan for competitive financing includes:

- A 4% LIHTC execution
- CA HCD funds (MHP and IIG programs)
- Project-Based Vouchers (approximately 18 – 22)
- Federal Home Loan Bank of SF AHP program

Eden has paired these programs on past projects and has a strong track record securing competitive funds from CA HCD, as well as bonds through CDLAC in the current competitive environment. We have structured the unit affordability mix with strong depth of affordability in order to be competitive for the MHP and IIG programs administered under the SuperNOFA. Once entitled, we anticipate project will be competitive and ready to attract financing. The order of financing would likely be:

1. First working closely with San Mateo County to allocate approximately 18 – 22 Project-Based Vouchers to the project
2. Applying for the State of California SuperNOFA
3. Applying for the FHLB-SF program
4. Once obtaining all soft funding commitments, we would then apply for a CDLAC allocation and 4% tax credits.

This order could easily be adapted based on timing of NOFA releases and funding availability. Although we are confident in the feasibility of the sources we have proposed, there is strong adaptability in this project to consider alternative sources, primarily for the $18 million in MHP and IIG funds we have underwritten. These alternative sources could include:

- San Mateo County funds, which are typically a reliable source
- Strategic Growth Council AHSC funds, which could include infrastructure improvements and the opportunity to invest in the samTrans service, something we have done successfully on our Light Tree project in East Palo Alto, two of our developments in Downtown Santa Cruz and several others across the East and South Bay area.
- State tax credits

While not committed at this juncture, it is likely that the additional funding secured by Eden will also ultimately require even deeper levels of affordability (with units targeted to Extremely Low-Income populations and likely also some smaller set aside for homeless/formerly homeless households) than will be required by the City's recorded affordable agreements. This further supports Redwood City's stated housing goals and objectives.

Unit Breakdown

Based upon a 4% execution, we anticipate having the following by bedroom size, average square footage, and affordability level.

Option 1 - 72 Units	**# Units**	**Bedrooms**
Studio	**25**	**25**
1 bed	**5**	**5**
2 bed	**21**	**42**
3 bed	**20**	**60**
NET W/O Mgr	**71**	**132**
manager	**1**	**2**
TOTAL	**72**	**134**

AFFORDABILITY MIX	**Units**	**Net Rent**
Extremely Low Income Units @ 30% AMI- studio	**1**	**$922**
Extremely Low Income Units @ 30% AMI- 1 bed	**1**	**$981**
Extremely Low Income Units @ 30% AMI- 2 bed	**3**	**$1,167**
Extremely Low Income Units @ 30% AMI- 3 bed	**3**	**$1,334**
Very Low Income Units @ 50% AMI- studio	**10**	**$1,575**

Very Low Income Units @ 50% AMI- 1 bed	**2**	**$1,681**
Very Low Income Units @ 50% AMI- 2 bed	**6**	**$2,006**
Very Low Income Units @ 50% AMI- 3 bed	**5**	**$2,304**
Low Income Units @ 60% AMI- studio	**14**	**$1,901**
Low Income Units @ 60% AMI- 1 bed	**2**	**$2,030**
Low Income Units @ 60% AMI- 2 bed	**12**	**$2,425**
Low Income Units @ 60% AMI- 3 bed	**12**	**$2,788**
Manager's Unit (2 BR)	**1**	
Total	**72**	

Between these opportunities, even with an evolving financing environment, Eden is well poised to steer an amenity-rich Large Family project like 847 Woodside to fruition as it has countless times before.

Example Project Schedule

The schedule below is an example of how long it could take to line up each source of financing. This tentative schedule has been provided for example purposes only and could change based on factors such as:

- Funder release schedule
- Funding availability for each program
- The need to apply multiple times for each source if not successful on the first try
- Availability of and success with alternative funding programs (such as San Mateo County Affordable Housing Fund)

The sequence below indicates that if project entitlements for the Eden Housing Project are received on schedule and each funding application is successful, it could be as little as 2 years between land transfer and construction start. In reality, it may take repeats of certain funding applications before an award is secured. The additional 3 years available enables time for repeat applications, as well as pursuing alternative sources that may become available. This dance of funding pursuit is a reality for any tax credit project and is matter of course for Eden.

Milestone	*Date*
Project Entitlement Approvals	September 2024
Submit Application for San Mateo County Vouchers	May 2024
San Mateo County Voucher Award (3 months)	August 2025
Submit Application for FHLB-SF AHP	March 2026
Land Transfer from Lane to Eden	**June 2025**
FHLB-SF AHP Award (4 months)	July 2026
Submit Application for HCD SuperNOFA	July 2025
HCD SuperNOFA Award (5 months)	December 2025
Submit CDLAC/TCAC Joint Application (Round 1)	April 2026
CDLAC/TCAC Award (4 months)	August 2026
Construction Start	March 2027

Summary of Total Units by Income Group under a 4% LIHTC execution

Affordability Level	*Number of Units*
Extremely Low Income – 30% AMI	8
Very Low Income – 40-50% AMI	23
Low Income – 60% AMI	40
Unrestricted – Manager's Unit	1
Total	72

Financing Summary

Sources of Funds

	Construction Financing Stage		Permanent Financing Stage	Per Unit Financing (Permanent Stage)
Construction/Permanent Lender	$ 50,726,756		$ 14,668,311	$ 203,727
Tax Credit Equity	$ 2,784,743		$ 27,847,435	$ 386,770
Deferred/Equity Developer Fee	$ -		$ 4,800,000	$ 66,667
Land Donation - Lane Partners	$14,000,000		$14,000,000	$ 194,444
CA HCD MHP	$ -		$ 11,297,697	$ 156,912
CA HCD IIG	$ -		$ 1,000,000	$ 13,889
FHLB - AHP	$ -		$ 710,000	$ 9,861
TOTAL SOURCES	$ 67,511,499		$ 74,323,443	$1,032,270

Uses of Funds

	Construction Financing Stage		Permanent Financing Stage	Per Unit Cost (Permanent Stage)
Land or Building	$ 14,030,000		$ 14,030,000	$194,861
Architect and Engineering	$ 2,950,000		$ 2,950,000	$40,972
Construction	$ 39,287,578		$ 39,287,578	$545,661
Indirect Costs (Incl. Reserves)	$ 3,331,425		$ 3,894,259	$54,087
Developer Fee	$ 800,000		$ 7,000,000	$97,222
Financing Costs	$ 6,984,584		$ 6,999,584	$97,216
Other Soft Costs	$ 127,913		$ 162,023	$2,250
TOTAL DEV COSTS	$ 67,511,499		$ 74,323,444	$1,032,270

EXHIBIT C
FORM OF GRANT DEED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: DONOR DONOR ADDREESS DONOR CITY, STATE, ZIP	

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APN No. _____

Documentary Transfer Tax is $_____
City of Redwood City Transfer Tax is $_____
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens and encumbrances remaining at time of sale

GRANT DEED
(Affordable Housing Land Donation)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, _____ [Insert Donor Entity], a _____ [insert entity type] (the "**Grantor**"), hereby grants to _____ [Insert Qualifying Designee], a _____ [insert entity type] (the "**Grantee**"), fee title to that certain real property (the "**Property**") described in **Exhibit A** attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is being conveyed subject to that certain Affordable Housing Land Donation Agreement, dated as of [Insert Date] approved by City of Redwood City Council Resolution No. _____ (the "**Land Donation Agreement**"), the purpose of which is to implement that certain Affordable Housing Plan approved by City Council Resolution No. _____ (the "**Affordable Housing Plan**") to satisfy the requirements of the Affordable Housing Ordinance, set forth in Article 29 of the Redwood City Zoning Code, as such may be amended.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee and such successors and assigns shall use the Property solely for the development of affordable housing in compliance with the Land Donation Agreement and that certain Affordable Housing Restrictive Covenant Agreement to be recorded against the Property concurrently herewith, and not for speculation in landholding.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

4. The Grantee hereby agrees and acknowledges that the Property is subject to that certain "Irrevocable Offer to Dedicate," to be recorded concurrently herewith, under which Grantee is required to irrevocably offer for dedication the Property to the City or to a City qualified designee upon certain terms and conditions set forth in the recorded Irrevocable Offer to Dedicate.

5. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of _____ __, 20___.

GRANTOR:

[INSERT GRANTOR SIGNATURE BLOCK]

By: _____

Name: _____

Its: _____

Date: _____

GRANTEE:

[INSERT GRANTOR SIGNATURE BLOCK]

By: _____

Name: _____

Its: _____

Date: _____

[Notary Public Signature Pages Follow]

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, _____, 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.

Name: _____

Notary Public: _____

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, _____, 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.

Name: _____

Notary Public: _____

EXHIBIT A

LEGAL DESCRIPTION

All of the real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

APN: _____

EXHIBIT D

FORM OF IRREVOCABLE OFFER TO DEDICATE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APN No. _____

This Irrevocable Offer to Dedicate is recorded at the request and for the benefit of the City of Redwood City and is exempt from the payment of a recording fee pursuant to Government Code Sections 27383, and 27388.1(a)(1)(D) and payment of documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

IRREVOCABLE OFFER TO DEDICATE
(Affordable Housing Land Donation)

THIS IRREVOCABLE OFFER TO DEDICATE is made as of _____ __, 20__ by [Insert Qualifying Designee], a _____ [insert entity type] (the "Owner").

WHEREAS, to satisfy the requirements of the Affordable Housing Ordinance, set forth in Article 29 of the Redwood City Zoning Code, as such may be amended (the "Ordinance"), pursuant to that certain Grant Deed (the "Grant Deed"), _____ [Insert Land Donor], a _____ [insert donor entity] ("Donor") donated to the Owner that certain real property located [insert description] as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Affordable Site").

WHEREAS, under the Grant Deed, the Affordable Site is subject to a requirement that the Affordable Site be used to provide affordable housing in compliance with the requirements of that certain Affordable Housing Land Donation Agreement, dated as of _____ __, 20__ [insert date] (the "Affordable Housing Land Donation Agreement") and that certain Affordable Housing Restrictive Covenants Agreement, recorded in the Official Records of San Mateo County on _____ __, 20__ [insert recording date] as Document No. [insert recording date] (the "Restrictive Covenants Agreement") to implement that certain Affordable Housing Plan approved by the City Council [insert details].

WHEREAS, Owner hereby agrees to irrevocably offer for dedication the Affordable Site to the City or to the City's designee.

NOW, THEREFORE, incorporating the foregoing recitals, the Owner does hereby designate and set aside for future use as described hereto and irrevocably offers to dedicate to the City or the City's designee fee title to the Affordable Site, subject only to exceptions to title approved by the City. The City may only enforce its right to acquire the Property hereunder, if the Owner has not obtained a building permit and commenced construction of the affordable housing improvements within five years of the date hereof, the date the Affordable Site was acquired by the Owner, unless the City Manager extended the deadline in writing under the Affordable Housing Land Donation Agreement.

This Irrevocable Offer to Dedicate shall continue in full force and effect until City Council or if directed by the City, the governing board of the City's designee accepts such offer or terminates the offer by recording a release of this Irrevocable Offer to Dedicate and any provisions of the Grant Deed referencing this Irrevocable Offer of Dedication concurrently with the close of construction financing for the affordable housing improvements. The dedication of the Affordable Site shall be deemed to be completed, upon acceptance of this Irrevocable Offer to Dedicate by the City Council, or, if directed by the City, the governing board of the City's designee or if the offer to dedicate under the final map is accepted as provided thereunder.

If and to the extent the City accepts the dedication of the Affordable Site hereunder, the City shall take all steps necessary or required to develop affordable housing in compliance with the Ordinance.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner has caused this Irrevocable Offer to Dedicate to be executed as of the day and year first above written.

OWNER:

[INSERT OWNER SIGNATURE BLOCK]

By: _____

Name: _____

Its: _____

Date: _____

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, _____, 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.

Name: _____

Notary Public: _____

EXHIBIT A

LEGAL DESCRIPTION

All of the real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

APN: _____

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into as of _____, 20___, by and Eden Housing Inc., a California nonprofit public benefit corporation (the "Assignor"), and _____, a _____ (the "Assignee") with the acknowledgement of the City of Redwood City, a California charter city (the "City").

RECITALS

A. Assignor previously entered into that certain Affordable Housing Land Donation Agreement, dated as of _____ __, 20__ (the "Land Donation Agreement") under which the Assignor agreed to acquire the property located at 847 Woodside Road, Redwood City, County of San Mateo, State of California, as more particularly described in the Land Donation Agreement (the "Affordable Site"), to develop, construct and operate approximately seventy-one (71) affordable residential units and one unrestricted manager's unit (the "Affordable Development").

B. Assignor desires to transfer all of Assignor's interest in the Affordable Development and to assign to Assignee its rights, duties and obligations under the Land Donation Agreement and Assignee desires to accept and assume each and all of the rights, duties, and obligations of the Assignor under the Land Donation Agreement.

C. Pursuant to Section 4.4 of the Land Donation Agreement, the Assignor may assign all of its right, title, interest and obligations under the Land Donation Agreement, provided that such assignee shall assume in writing all of Assignor's obligations under the Land Donation Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date. As used in this Agreement, the "Effective Date" shall be the date this Agreement is entered into by the Assignor and Assignee as first written above, which is the date Assignee acquired fee title to the Project from Assignor.

2. Assignment. As of the Effective Date, Assignor transfers and assigns to Assignee all of Assignor's rights, interests, benefits, privileges, and duties and obligations under the Land Donation Agreement ("collectively the "Assigned Obligations").

3. Assumption. As of the Effective Date, Assignor is assigning to Assignee and Assignee is assuming the foregoing assignment of the Assigned Obligations and agrees to perform and be bound by all of the terms, covenants, obligations and conditions imposed upon the Assignor under the Land Donation Agreement for the benefit of the City, as if the Assignee were the original signatory thereto, requiring performance subsequent to the Effective Date. The Assignee agrees to be bound in every way by all of the grants, terms, conditions, and covenants in respect of the Assignor contained in the Assigned Obligations occurring subsequent to the Effective Date. All references in the Land Donation Agreement to the Assignor shall hereafter be deemed to be references to the Assignee.

4. Representation and Warranty of Assignor. Assignor represents and warrants to the City and Assignee that:

a. That Assignee is a limited liability company_____ in which an affiliate of Assignor is a member and that through this Agreement the Assignee shall assume in writing all of Assignor's obligations under the Land Donation Agreement; and

b. To the best of the Assignor's knowledge, as of the date hereof, there exists no event of default under the Land Donation Agreement and that there is no event that, with the giving of notice, the passage of time, or both, would constitute an event of default.

5. Acknowledgement by City. The City acknowledges the assignment to, and assumption of, the Assigned Obligations by the Assignee as consistent with Section 4.4 of the Land Donation Agreement. The City further agrees pursuant to Section 7.10 of the Land Donation Agreement that the Land Donation Agreement is hereby amended by this written instrument.

6. Notices. All correspondence and notices given or required to be given to Assignor under the Land Donation Agreement, from and after the Effective Date, shall be provided to e Assignee and shall be addressed as follows:

[Name of Assignee]
[Assignee's Address]
[City] CA, [Zip]
Attention: [Insert Name]

7. Subordination. The restrictions imposed under the Land Donation Agreement and assigned under this Agreement are land use restrictions required to comply with the requirements under the City's Affordable Housing Ordinance and California Government Code section 65915 and may not be subordinated. The City has no intent or obligation to subordinate the Land Donation Agreement or this Agreement to any current or future financing or deeds of trust. Nothing in this Section 7 shall prohibit the City from executing subordination agreements as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

8. Indemnification. To the full extent permitted by law, Assignor and Assignee shall be obligated to indemnify the City according to the terms and conditions and to the same extent as is specified in the Land Donation Agreement.

9. Further Acts. Each of the parties, upon the request of any other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

10. Attorneys' Fees. In the event of any litigation arising out of the subject matter of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11. Inurement. This Agreement shall inure to the benefit of Assignor and Assignee, and their respective successors, assigns, loan participants, parent corporations, subsidiaries, affiliates, and successors-in-interest.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of San Mateo.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate the execution of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or electronic mail, and such facsimile or electronic mail counterparts shall be binding as original signature pages.

ASSIGNOR:

Eden Housing Inc., a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

[Insert Assignee Entity Name]

By: _____

Name: _____

Its: _____

Acknowledged as compliant with the obligations of the Land Donation Agreement by the City of Redwood City.

CITY OF REDWOOD CITY, a California charter city

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

By: _____
Yessika Castro, City Clerk

EXHIBIT F

FORM OF ASSIGNMENT OF CONTRACTS

ASSIGNMENT OF CONTRACTS AGREEMENT

This ASSIGNMENT OF CONTRACT (this "**Assignment Agreement**") is made as of _____, 20__ (the "**Effective Date**"), by City of Redwood City, a California charter city (the "**City**"), [Insert Qualified Designee Name], a [Insert Qualified Designee entity], and its permitted successors and assigns (the "**Assignor**"). The City shall hereinafter be referred to as the "Assignee". This Assignment is entered into with reference to the following facts:

RECITALS

A. The Assignor, the Assignee, and [Insert Donor Legal Name], a [Insert Donor legal entity] ("Donor") have entered into that certain Affordable Housing Land Donation Agreement dated as of _____ ____, 20__ (the "**Land Donation Agreement**"). Capitalized terms used, but not defined, in this Assignment shall have the meaning set forth in the Land Donation Agreement.

B. Assignor is required to enter into this Assignment Agreement and assign and pledge to Assignee all of Assignor's rights, title and interests in, to and under those certain contracts listed in the attached Exhibit A, together with any and all existing and future amendments, modifications, supplements, and addenda thereto (collectively, the "**Contracts**").

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms that are used but not defined herein shall have the meanings given to such terms in the Land Donation Agreement.

2. Obligations Secured. This Assignment is made for the purpose of facilitating performance of all of the duties and obligations of Assignor under the Land Donation Agreement (collectively, the "**Assigned Obligations**").

3. Assignment. Assignor hereby assigns, conveys and transfers to Assignee, as security for the Assigned Obligations, all of Assignor's right, title and interest in, to and under the Contracts. A complete copy of the Contracts, and any other document listed on Exhibit A shall be provided to Assignee concurrently with delivery of this Assignment, and as necessary to meet the requirements of the Land Donation Agreement.

4. Consent. Assignor agrees to obtain and deliver to Assignee, concurrently with its delivery of this Assignment, any necessary consent to the assignment substantially in the form of Exhibit B hereto from the contractors, and any other contractors retained by Assignor in connection with the Affordable Development. This Assignment and the consent to this Assignment shall not relieve Assignor of its obligations under the Contracts. Assignee does not hereby assume any of Assignor's obligations or duties concerning the Contracts, including, without limitation, any obligation to pay for the work done pursuant thereto.

5. Power of Attorney. Effective upon the occurrence and during the continuance of a Default, Assignor hereby irrevocably constitutes and appoints Assignee as its attorney-in-fact,

which power is coupled with an interest, to demand, receive and enforce any and all of Assignor's rights with respect to the Contracts, to give appropriate receipts, releases and satisfactions for and on behalf of Assignor, and to perform any and all acts in the name of Assignor, or at the option of Assignee, in the name of Assignee, with the same force and effect as if performed by Assignor in the absence of this Assignment.

6. Performance and Enforcement. So long as the City has not enforced its rights under the Irrevocable Offer to Dedicate under the Land Donation Agreement, Assignor shall have the exclusive right to exercise and enjoy all of the rights and benefits arising out of the Contracts and Assignee shall not have any right to exercise or enjoy any of the rights and benefits arising out of the Contracts. Assignor covenants and agrees with Assignee that Assignor will: (i) fulfill, perform and observe each and every condition and covenant of Assignor contained in the Contracts; (ii) give written notice to Assignee within seven (7) days after any default by Contractor under the Contracts; and (iii) enforce the performance and observance of each and every covenant and condition to be performed or observed by Contractor under the Contracts, unless it is commercially reasonable to waive or extend the time for the performance and observation of any such covenants and conditions, unless a waiver, time extension, or modification of any such covenants and conditions is approved by Assignee, such approvals not to be unreasonably withheld.

7. Rights and Remedies under the Land Donation Agreement. In addition to the rights and remedies under Section 9 below, upon the occurrence and during the continuation of a Default under the Land Donation Agreement, subject to the terms of Section 5.2 of the Land Donation Agreement, the Assignee shall have the right, at its option, to enforce Assignor's rights and interest with respect to the Contracts and the Assignee may, without affecting any of the Assignee's rights and remedies against Assignor under any other instrument, document or agreement, including, but not limited to the Land Donation Agreement, upon not fewer than ten (10) days prior written notice to Assignor, exercise the Assignee's rights under this Assignment as Assignor's attorney in fact or in any other manner permitted by law. In addition, the Assignee shall have and possess, without limitation, any and all rights and remedies of a secured party under the Uniform Commercial Code (as in effect in California) or as otherwise provided by law. From and after the time the Assignor cures such Default under the Land Donation Agreement, then the Assignee shall no longer have the right to enforce Assignor's rights and interest with respect to Contracts nor the right to exercise the Assignee's rights under this Assignment as Assignor's attorney in fact or in any other manner with respect to that particular Default.

8. Representations, Warranties and Covenants. Assignor hereby represents and warrants to Assignee that: (i) no previous assignment of Assignor's interest in and to or rights under the Contracts has been made (other than to Assignor's Assignee-approved construction lender or limited partner investor) ; (ii) all covenants, agreements and conditions required to be performed or occur under the Contracts, as of the Effective Date, by Assignor have been performed or occurred; (iii) Assignor has done no act nor omitted to do any act that might prevent Assignee from exercising any of the rights, powers and privileges conferred by the Contracts; and (iv) to the knowledge of Assignor, no default exists under the provisions of the Contracts. Assignor represents and warrants that the copy of the Contracts provided by Assignor to Assignee is the complete and entire agreement between Assignor and Contactor in all material respects. Assignor covenants that (x) the Contracts is consistent with the applicable requirements of Article 8 of the

Land Donation Agreement, and contains a provision pursuant to which Assignor or Assignee shall have the right, upon the occurrence of a Default to allow Assignee to rely on and use the work product produced under the Contract and (y) Assignor shall deliver such notice to Contractor promptly upon delivery of written notice from Assignee directing Assignor to give such notice.

9. Amendments. Assignor agrees not to amend, modify, terminate, assign, sell, pledge or otherwise transfer or encumber in any manner Assignor's interest in and to or rights under the Contracts without the prior written consent of Assignee (which shall not be unreasonably delayed, withheld, or conditioned), so long as this Assignment remains in effect. Assignor hereby represents and warrants to the Assignee that the Contracts contains a provision consistent with the requirements of Section 8.5 of the Land Donation Agreement regarding Assignee's approval of certain change orders.

10. Continuing Effect. This Assignment shall create a continuing security interest in and lien on the Contracts and shall remain in full force and effect until terminated in accordance with the provisions of Section 13 of this Assignment.

11. Termination. If not sooner terminated by the written concurrence of the parties, this Assignment shall terminate upon the satisfaction of the Obligations. Notwithstanding the foregoing, any and all provisions herein relating to the indemnification of the Assignee shall survive such termination.

12. Determinations by Assignee. Except to the extent expressly set forth in this Assignment to the contrary, in any instance where the consent or approval of Assignee may be given or is required, or where any determination, judgment or decision is to be rendered by Assignee under this Assignment, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised for consents and approvals required from the Assignee, in the reasonable discretion of the City Manager, or by any person who shall have been designated in writing to the Assignor by the City Manager, without further approval by the City Council. Any such action shall be in writing.

13. Release; Indemnity; Assignment of Rights and Claims.

(a) Release. Assignor covenants and agrees that, in performing any of its rights or duties under this Assignment, neither the Assignee and its council members, board members, officers, representatives, agents, assigns or employees (collectively, the "Released Parties"), shall be liable for any losses, claims, damages, liabilities and expenses that may be incurred by any of them as a result of such performance, except to the extent such liability for any losses, claims, damages, liabilities or expenses arises out of the willful misconduct or gross negligence of such party.

(b) Indemnity. Assignor hereby agrees to indemnify and hold harmless the Released Parties from and against any and all losses, claims, damages, liabilities and expenses including, without limitation, reasonable attorneys' fees and costs and disbursements, which may be imposed or incurred by any of them in connection with this Assignment, except that no such party will be indemnified for any losses, claims, damages, liabilities or expenses arising out of the willful misconduct or gross negligence of such party.

(c) Assignment of Rights and Claims against Contractor. Assignor assigns to Assignee all rights and claims Assignor may have against Contractor in connection with the Contracts; provided, however, that Assignee may not pursue any such right or claim unless a Default shall have occurred under the Land Donation Agreement.

14. Governing Law. This Assignment shall be governed by and enforced in accordance with the laws of California, without giving effect to the choice of law principles that would require the application of the laws of a jurisdiction other than California.

15. Consent to Jurisdiction and Venue. Assignor agrees that any controversy arising under or in relation to this Assignment shall be litigated exclusively in the State of California. The state and federal courts and authorities with jurisdiction in the State of California shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Assignment. Assignor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit the Assignee's right to bring any suit, action or proceeding relating to matters arising under this Assignment against Assignor or any of Assignor's assets in any court of any other jurisdiction.

16. Successors and Assigns. This Assignment shall be binding upon Assignor and its heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, and shall inure to the benefit of the Assignee and its respective successors, successors-in-interest and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities. Assignor acknowledges and agrees that the Assignee, at its option, may assign its rights and interests under this Assignment in whole or in part and upon such assignment all the terms and provisions of this Assignment shall inure to the benefit of such assignee to the extent so assigned. Except as may otherwise be permitted pursuant to the Land Donation Agreement, the Affordable Housing Restrictive Covenants Agreement, and the Irrevocable Offer to Dedicate, Assignor may not assign or delegate its rights, interests or obligations under this Assignment without first obtaining Assignee' prior written consent, such consent not to be unreasonably withheld.

17. Severability. The invalidity, illegality or unenforceability of any provision of this Assignment shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

18. Expenses. Assignor shall pay to the Assignee, upon demand, the amount of any and all expenses, including, without limitation, reasonable attorney's fees (including reasonable time charges of attorneys who may be employees of the Assignee), which the Assignee may incur in connection with (a) the custody, preservation or sale of, collection from, or other realization upon any of the interests assigned or encumbered by this Assignment, (b) the exercise or enforcement of any of its rights hereunder, (c) the failure by Assignor to perform or observe any of the provisions hereof, or (d) the breach by Assignor of any representation or warranty of Assignor set forth herein.

19. Remedies Cumulative. In the event of Assignor's default under this Assignment, the Assignee may exercise all or any one or more of its rights and remedies available under this

Assignment, at law or in equity. Such rights and remedies shall be cumulative and concurrent, and may be enforced separately, successively or together, and the exercise of any particular right or remedy shall not in any way prevent the Assignee from exercising any other right or remedy available to the Assignee, including, but not limited to, the remedies set forth in the Land Donation Agreement. The Assignee may exercise any such remedies from time to time as often as may be deemed necessary by the Assignee.

20. **No Agency or Partnership**. Nothing contained in this Assignment shall constitute the Assignee as a joint venturer, partner or agent of Assignor, or render the Assignee liable for any debts, obligations, acts, omissions, representations or contracts of Assignor.

21. **Entire Agreement; Amendment and Waiver**. This Assignment, in conjunction with the Land Donation Agreement, the Affordable Housing Restrictive Covenants Agreement, and the Irrevocable Offer to Dedicate, (to the extent applicable), constitutes the sole understanding of the parties with respect to the subject matter of this Assignment, and may not be amended or modified except in writing signed by the parties. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including, but not limited to Civil Code Section 1654, as may be amended from time to time) shall not apply to the interpretation of this Assignment. No specific waiver of any of the terms of this Assignment shall be considered as a general waiver.

22. **Further Assurances**. Assignor shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that the Assignee may reasonably request, in order to protect any right or interest granted by this Assignment or to enable the Assignee to exercise and enforce its rights and remedies under this Assignment.

23. **No Amendment; Conflicts**. Nothing contained in this Assignment shall be construed to amend, modify, alter, change or supersede the terms and provisions of the Land Donation Agreement, the Affordable Housing Restrictive Covenants Agreement, and the Irrevocable Offer to Dedicate; and, if there is a conflict between the terms and provisions of this Assignment and those of the Land Donation Agreement, the Affordable Housing Restrictive Covenants Agreement, and the Irrevocable Offer to Dedicate. then the terms and provisions of the Land Donation Agreement, the Affordable Housing Restrictive Covenants Agreement, and the Irrevocable Offer to Dedicate shall control, as applicable.

24. **Notices**. All notices given under this Assignment shall be in writing and shall be sent to the respective addresses of the parties, in the manner set forth in the Land Donation Agreement, the Affordable Housing Restrictive Covenants Agreement, and the Irrevocable Offer to Dedicate, as applicable.

25. **Captions**. The captions of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.

26. **Time of the Essence**. Time is of the essence with respect to this Assignment.

27. **Multiple Originals; Counterparts**. This Agreement may be executed in multiple originals, each of which shall be deemed to be an original, and may be executed in counterparts.

28. **Exhibits**. The following Exhibits are attached to this Assignment and are incorporated by reference herein as if more fully set forth in the text hereof:

Exhibit A – Description of Contracts(s)
Exhibit B – Contractor's Consent

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Contracts as of the Effective Date.

ASSIGNOR:

_____, a
_____

By: _____

Name: _____

Its: _____

ASSIGNEE:

CITY OF REDWOOD CITY, a California charter city

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

_____
Yessika Castro, City Clerk

EXHIBIT A

DESCRIPTION OF CONTRACTS

EXHIBIT B

CONSENT TO ASSIGNMENT OF CONTRACT

The undersigned hereby executes this Consent to Assignment of Contract (this "Consent") to the foregoing Assignment of Contracts executed by _____, a _____ ("Assignor"), to and for the benefit of the City of Redwood City, a California charter city (the "City" also referred to as the "Assignee"), dated as of the date hereof (the "Assignment"). The undersigned agrees to perform pursuant to the terms and conditions of the undersigned's Agreement with Assignor (the "Agreement") described in Exhibit A attached to the Assignment. If requested by Assignee in the exercise of its rights under the Assignment, the undersigned shall continue to perform its obligations under the Agreement in accordance with the terms thereof for which the undersigned shall be compensated in accordance with its Agreement. The undersigned also agrees that, in the event of a breach by Assignor of any of the terms and conditions of the Agreement, the undersigned will give prompt written notice of such breach to Assignee at Assignee' address provided to undersigned. Assignee shall have thirty (30) days from the receipt of such notice of default to remedy or cure such default, provided, however that neither the Assignment nor this Consent shall require Assignee to cure such default, but Assignee shall, in its sole discretion, have the option to do so. The undersigned acknowledges that Assignee are relying on this Consent and the assurances herein in entering into the Land Donation Agreement and this Consent shall also be for the benefit of and bind Assignee and any successors of Assignee and the undersigned. All capitalized terms used in this Consent shall have the same meaning as in the Assignment. The undersigned represents and warrants that the Agreement between Assignor and the undersigned is in full force and effect as of the date hereof.

Dated as of _____

CONTRACTOR:

_____, a
_____

By _____

Name: _____

Its _____

EXHIBIT G

RESTRICTIVE COVENANTS AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

APN: _____

(Space above for Recorder's Use)

This Agreement is recorded at the request and for the benefit of the City of Redwood City and is exempt from the payment of a recording fee pursuant to Government Code Sections 27383.

AFFORDABLE HOUSING
RESTRICTIVE COVENANTS AGREEMENT
(847 Woodside Road)

This Affordable Housing Restrictive Covenants Agreement (the "**Agreement**") is made and entered into as of _____ __, ____, by and between the City of Redwood City, a California charter city (the "**City**"), and _____, a California limited partnership, and permitted successor and assigns approved by the City (the "**Affordable Developer**") (together, the "**Parties**").

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. In June 2018, the City adopted Ordinance 1130-375, the Affordable Housing Ordinance, set forth in Article 29 of the Redwood City Zoning Code, as amended (the "Ordinance") which requires that specified new nonresidential development projects and residential development projects construct affordable units on-site or pay a housing impact fee as specified in Section 29.3 of the Ordinance. The Ordinance allows, under specified circumstances, a developer to propose alternative means of compliance.

C. Lane 1900 Broadway Owner LLC, a California limited liability company ("**Developer**") on behalf of Lane 847 Woodside, LLC, a California limited liability company (Developer's affiliate company hereinafter referred to as "**Donor**") submitted an application for development of a project at 1900 Broadway for a seven (7) story mixed-use building consisting of 256,200 sq. ft., including over 10,000 sq. ft. of ground floor retail. The project features a 12,000 sq. ft. of public open space plaza at the corner of Broadway and Main Street (the "1900 Broadway Project"), which is subject to the Ordinance.

D. Section 29.1.C.12 of the Ordinance recognizes that accepting land donations increases the sites with appropriate zoning, development standards, and infrastructure capacity to accommodate affordable residential developments within the City.

E. The City approved an Affordable Housing Plan for the 1900 Broadway Project, dated August 1, 2024 (the "**Affordable Housing Plan**"), which contemplates and allows for the land donation described in this Agreement.

F. Eden Housing, Inc., a California nonprofit public benefit corporation ("Eden"), as predecessor-in-interest to Affordable Developer, the City, Developer and Donor entered into that certain Affordable Housing Land Donation Agreement, dated as of _____ __, 2024 (the "**Land Donation Agreement**") under which the Donor agreed to donate to Eden specified real property generally located 847 Woodside Road, in the City of Redwood City, County of San Mateo, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Affordable Site**") to implement that Affordable Housing Plan for the 1900 Broadway Project.

G. Pursuant to that certain Partial Assignment of Development Agreement, dated as of _____ __, 2024 (the "**Partial Assignment of Development Agreement**"), _____ [Eden, as predecessor-in-interest to Affordable Developer], assumed the affordable housing rights, duties and obligations of the Donor associated with the 1900 Broadway Project Approvals under the Development Agreement for the 1900 Broadway Project.

H. Donor effectuated the transfer of the Affordable Site to _____ [Eden/Affordable Developer] under that certain Grant Deed which is being recorded concurrently herewith.

I. Under the Affordable Housing Plan, _____ [Eden/Affordable Developer] agreed to develop the Affordable Site with not less than approximately seventy-one (71) affordable residential units (excluding the manager's unit) in such manner and subject to such income requirements as specified in the Affordable Housing Plan (the "**Affordable Units**"), required by the City in order to facilitate the entitlement and development of the 1900 Broadway Project (the "**Affordable Development**"). The Parties are entering into this Agreement in order to satisfy such requirements.

J. The City has determined that the Affordable Development may utilize the rents allowed under Government Code section 65915(c)(1)(B)(ii) for up to eighty percent (80%) or fifty-six (56) of the Affordable Units. The Affordable Development was granted the following concessions and waivers: (i) a 24.5% density bonus; (ii) a concession in the reduction in parking

for the Affordable Development to include a total of 57 parking spaces; (iii) waiver in the daylight plane of 19 degrees from City's requirements; (iv) a waiver in the building length; and (v) a waiver of the pervious area standards for the lot.

K. To satisfy the requirements of the City's Affordable Housing Ordinance and to satisfy its Density Bonus Law, the City is requiring the Affordable Developer to enter into this Agreement, which shall be recorded against the Affordable Site to implement the affordability requirements of that certain Land Donation Agreement and the Affordable Housing Plan and to ensure that the Affordable Development will be used for the purpose approved by the City and that the Affordable Units will be maintained and operated in accordance with the City's conditions and restrictions concerning affordability, operation, and maintenance.

L. To ensure that the Affordable Development will be used, operated and maintained in accordance with these conditions and restrictions, the City and the Affordable Developer wish to enter into this Agreement.

THEREFORE, City and the Affordable Developer hereby agree as follows.

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Affordable Developer" has the meaning set forth in the preamble above. At all times, the Affordable Developer shall be a "qualifying designee" as defined in the Affordable Housing Ordinance.

(c) "Affordable Housing Monitoring Fee" has the meaning set forth in Section 3.6 below.

(d) "Affordable Housing Ordinance" means that certain Ordinance 2498 adopted September 27, 2021 and set forth in Article 29 of the Redwood City Zoning Code, as such may be amended, together with the Affordable Housing Program Guidelines adopted to implement the Affordable Housing Ordinance.

(e) "Affordable Development" means the Affordable Site and the Affordable Units.

(f) "Affordable Rent" means the total monthly Rent for an Affordable Unit not exceeding either (as applicable) the rents specified by Section 50053 of the California Health and Safety Code or thirty percent (30%) of the imputed income limitation applicable to such unit pursuant to Section 42(g)(2)(C) of the Internal Revenue Code (as determined by CTCAC) for the appropriate Household Income level. As allowed under Government Code Section

65915(c)(1)(B)(ii), the Rent for at least twenty percent (20%) of the Affordable Units shall be set at Rents not exceeding the rents specified by Section 50053 of the California Health and Safety Code for the appropriate Household Income level and the Rent for the remaining Affordable Units shall be set at an amount consistent with the maximum rent levels for the appropriate Household Income levels as determined by the CTCAC.

(g) "Affordable Site" has the meaning set forth in Recital B above.

(h) "Affordable Units" means the seventy-one (71) restricted units in the Affordable Development.

(i) "Agreement" has the meaning set for in the preamble above.

(j) "Area Median Income" or "AMI" means the median gross yearly income adjusted for Actual Household Size (to qualify residents) or Assumed Household Size (to calculate rents), as applicable, in San Mateo County, either as applicable (i) as published from time to time by the State of California Department of Housing and Community Development; or (ii) as determined by the Secretary of the Treasury of the United States for purposes of Section 42 of the Internal Revenue Code. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Affordable Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(k) "Assumed Household Size" shall have the meaning set forth in Section 2.2(d). The definition is utilized to calculate affordable rent and is not intended to be a limit on the number of persons occupying a unit.

(l) "City" has the meaning set forth in the preamble above.

(m) "CTCAC" means the California Tax Credit Allocation Committee.

(n) "Density Bonus Units" means the units permitted beyond the base density that would otherwise be allowed on a parcel pursuant to local zoning, as allowed under Government Code 65915.

(o) "Donor" has the meaning set forth in Recital B above.

(p) "Extremely Low-Income Household" means a household with an annual Household Income no greater than the maximum income for extremely low income households, as published annually by the City for each household size, based on either United States Department of Housing and Urban Development (HUD) income limits for San Mateo County or the California Department of Housing and Community Development (HCD) income limits for San Mateo County, as applicable.

(q) "Extremely Low-Income Rent" means the Affordable Rent permitted to be charged for an Extremely Low-Income Unit, and as provided to the Affordable Developer annually by the City or as published by CTCAC for 30% AMI households, as applicable.

(r) "Extremely Low-Income Units" means Affordable Units required to be occupied by Extremely Low-Income Households.

(s) "HCD" means the California Department of Housing and Community Development.

(t) "Household Income" means the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the City shall provide the Affordable Developer with a reasonably similar method of calculation of adjusted income as provided in said Section 6914. For Affordable Units that are subject to Affordable Rents as provided by CTCAC, the Household Income shall be set at an amount consistent with the household income levels as determined by the CTCAC.

(u) "Investor Limited Partner" means (if applicable), the tax credit limited partner or partners, and their respective successors and assigns, admitted to the Affordable Developer's partnership in connection with the issuance of low income housing tax credits to the Affordable Development.

(v) "Low-Income Household" means a household with an annual Household Income no greater than the maximum income for low-income households, as published annually by the City for each household size, based on either United States Department of Housing and Urban Development (HUD) income limits for San Mateo County or the California Department of Housing and Community Development (HCD) income limits for San Mateo County, as applicable.

(w) "Low-Income Rent" means the Affordable Rent permitted to be charged for a Low-Income Unit, and as provided to the Affordable Developer annually by the City or as published by CTCAC for 80% AMI households, as applicable.

(x) "Low-Income Units" means Affordable Units required to be occupied by Low-Income Households.

(y) "Management Agent" has the meaning set forth in Section 5.2 below.

(z) "Management Plan" has the meaning set forth in Section 5.1 below.

(aa) "Affordable Developer" has the meaning set forth in the preamble above.

(bb) "Rent" means the total of monthly payments by the Resident for the following:

(1) use and occupancy of the Affordable Unit and land and associated facilities;

(2) any separately charged fees or service charges assessed by Affordable Developer which are required of all Residents, including parking, other than security deposits;

(3) the cost of an adequate level of service for utilities paid by the Resident, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel (estimated using utility allowance calculations), but not cable or telephone service; and

(4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Affordable Developer and paid by the Resident.

(cc) "Resident" means a household occupying an Affordable Unit.

(dd) "Resident Selection Criteria" means the process by which the Affordable Developer determines a household's eligibility to reside in an Affordable Unit, as approved by the City.

(ee) "Term" which commences as of the date of this Agreement and, unless terminated earlier or extended by the Parties pursuant to this Agreement, ends fifty-five (55) years from the date that the final certificate of occupancy is issued for the Property.

(ff) "Very Low-Income Household" means a household with an annual Household Income no greater than the maximum income for very low income households, as published annually by the City for each household size, based on either United States Department of Housing and Urban Development (HUD) income limits for San Mateo County or the California Department of Housing and Community Development (HCD) income limits for San Mateo County, as applicable.

(gg) "Very Low-Income Rent" means the Affordable Rent permitted to be charged for a Very Low-Income Unit, and as provided to the Affordable Developer annually by the City or as published by CTCAC for 50% AMI households, as applicable.

(hh) "Very Low-Income Units" means Affordable Units required to be occupied by Very Low-Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements for Affordable Units.

(a) Extremely Low-Income Units. None of the Affordable Units are required to be rented to and occupied by or, if vacant, available for occupancy by Extremely Low-Income Households.

(b) Very Low-Income Units. Thirty-One (31) of the Affordable Units, including _____ ( ) studio units, _____ ( ) one-bedroom units, _____ ( ) two-bedroom units, and _____ ( ) three-bedroom units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low-Income Households.

(c) Low-Income Units. Forty (40) of the Affordable Units, including _____ ( ) studio units, _____ ( ) one-bedroom units, _____ ( ) two-bedroom units, and _____ ( ) three-bedroom units shall be rented to and occupied by or, if vacant, available for occupancy by Low-Income Households.

(d) Density Bonus Units. All of the Affordable Units described in Section 2.1 above, are also considered Density Bonus Units.

(e) Manager's Unit. One (1) unit in the Affordable Development shall be available for designation as the manager's unit and shall not be restricted as an Affordable Unit.

(f) Principal Residence. Any household that occupies an Affordable Unit must occupy that unit as its principal residence.

(g) Approval of Residents. The Affordable Developer shall complete the required income certification in connection with an Affordable Unit in accordance with the Resident Selection Criteria.

(h) Senior City Restrictions. The provisions to enforce the Affordable Developer's obligations under the Affordable Housing Plan and the City's Affordable Housing Ordinance (the "AH Restrictions"), and provisions to enforce Affordable Developer's obligation under Government Code section 65915 ("Density Bonus Restrictions"), to construct, or cause to be constructed, the Affordable Development. The AH Restrictions and the Density Bonus Restrictions are, collectively, the "City Senior Restrictions." The City Senior Restrictions may not be subordinated to any lien or encumbrance whatsoever.

Section 2.2 Allowable Rent.

(a) Affordable Rent. Affordable Developer shall not charge rent for the Affordable Units exceeding the Affordable Rent applicable to Extremely Low-Income Units, Very Low Income Units, and Low Income Units set forth below, subject to Affordable Rent as determined by CTCAC and in no circumstance may more than 80% or fifty-six (56) of the Affordable Units be subject to Affordable Rent as determined by CTCAC. To the extent the Affordable Rent allowed hereunder conflict with rents set forth in Section 50053 of the California

Health and Safety Code, the rents allowed here under shall prevail. Affordable Developer shall determine in its sole discretion which units shall be charged Affordable Rent as determined by CTCAC and may change the units designated as Affordable Rents as determined by CTCAC at any time, so long as not more than 56 Affordable Units are charged Affordable Rent as determined by CTCAC.

(b) Extremely Low-Income Rent. Subject to Section 2.3 below, the Rent charged to Residents of the Extremely Low-Income Units shall not exceed the Extremely Low-Income Rent.

(c) Very Low-Income Rent. Subject to Section 2.3 below, the Rent charged to Residents of the Very Low-Income Units shall not exceed the Very Low-Income Rent.

(d) Low Income Rent. Subject to Section 2.3 below, the Rent charged to Residents of the Low-Income Units shall not exceed the Low-Income Rent.

(e) No Additional Fees. The Affordable Developer shall not charge any fee, other than the Affordable Rent, to any Resident for any housing or other services provided by the Affordable Developer.

(f) Initial and Subsequent Rents. No later than November 1 of each calendar year, the City shall provide the Affordable Developer with a schedule of permissible maximum Extremely Low Income Rents, Very Low Income Rents and Low Income Rents for the succeeding year. Under no circumstance may Affordable Developer raise rents above the permissible maximum rents as allowed under the annual rent schedule provided by the City and/or CTCAC, as applicable.

(g) Assumed Household Size. In calculating the allowable Rent for the 20% of the Affordable Units, the following "Assumed Household Sizes" shall be utilized pursuant to the terms of Health and Safety Code Section 50052.5(h), except as set forth below:

Number of Bedrooms	Assumed Household Size
Studio	1
One	2
Two	3
Three	4

For up to 80% of the Affordable Units in the Affordable Development that are charged Affordable Rents as determined by CTCAC, the following Assumed Household Size may (at Affordable Developer's election) be used:

Number of Bedrooms	Assumed Household Size
Studio	1
One	1.5
Two	3
Three	4.5

Section 2.3 Increased Income of Residents.

(a) Extremely Low-Income Household to Very Low- or Low-Income Household. If, upon recertification of a Household's Income, the Affordable Developer determines that a former Extremely Low-Income Household's Income has increased and exceeds the qualifying income for an Extremely Low-Income Household but does not exceed the qualifying limit for a Very Low-Income Household or Low-Income Household, then, upon expiration of the Resident's lease term: (1) such Resident's unit may be considered a Very Low-Income Unit or Low-Income Unit, as applicable; (2) such Resident's Rent may be increased to a Very Low-Income Rent or a Low-Income Rent, as applicable, upon six (6) months prior written notice to the Resident; and (3) the Affordable Developer shall rent the next available Very Low-Income or Low-Income Unit, as applicable, of comparable size to an Extremely Low-Income Household at an Extremely Low-Income Rent.

(b) Very Low-Income Household to Low-Income Household. If, upon recertification of a Household's Income, the Affordable Developer determines that a former Very Low-Income Household's Income has increased and exceeds the qualifying income for a Very Low-Income Household but does not exceed the qualifying limit for a Low-Income Household, then, upon expiration of the Resident's lease term: (1) such Resident's unit may be considered a Low-Income Unit; (2) such Resident's Rent may be increased to a Low-Income Rent, upon six (6) months prior written notice to the Resident; and (3) the Affordable Developer shall rent the next available Low-Income Unit of comparable size to a Very Low-Income Household at a Very Low-Income Rent.

(c) Non-Qualifying Household. If, upon recertification of a Household's Income, the Affordable Developer determines that a former Extremely Low-Income Household, Very Low-Income Household or Low-Income Household has a Household Income exceeding the maximum qualifying income for a Low-Income Household by more than ten percent (10%), such Resident shall be permitted to continue occupying the unit and upon expiration of the Resident's lease and upon six (6) months prior written notice, the Resident may continue to reside in the unit and the Rent may be increased to the lesser of one-twelfth ($1/12^{th}$) of thirty percent (30%) of actual adjusted income of the Resident, or fair market rent. Affordable Developer shall rent the next available Unit to an Extremely Low Income Household, a Very Low Income Household or a Low Income Household as applicable to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2. The parties hereto agree that, notwithstanding any increase in a Resident's income, such Resident may only be evicted from their unit for cause consistent with the requirements set forth in Section 1946.2 of the California Civil Code.

(d) Termination of Occupancy. Upon termination of occupancy of a unit by a Resident, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Extremely Low-Income Household, Very Low-Income Household or Low-Income Household) as the last income level for which the vacating Resident qualified, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Extremely Low-Income Unit, Very Low-Income Unit or Low-Income Unit) shall be redetermined. In any event, Affordable Developer shall maintain the occupancy requirements set forth in Section 2.1 above subject to adjustment periods that may result from compliance with this Section 2.3.

(e) Float Up. Notwithstanding any covenant of this Agreement to the contrary, in the event of a termination or material reduction of Section 8 project-based vouchers or other rental assistance for the Units, or upon a foreclosure of any deed of trust (or transfer of the Project by deed in lieu thereof), the Parties agree that the following shall apply:

(1) City agrees that, upon Borrower's or the lender's request and City's written approval, which shall not be unreasonably withheld, the maximum tenant household income and maximum annual rent for Affordable Units may be increased to amounts necessary to make operation of the Project financially feasible, including the payment of all required operating costs and debt service, but in no event may: (a) the maximum tenant household income limitation exceed eighty percent (80%) of AMI, and (b) the maximum annual rental limitation exceed thirty percent (30%) of eighty percent (80%) AMI as determined by CTCAC.

(2) In the case of increases due to termination or material reduction of Section 8 project-based vouchers or other rental assistance for the Affordable Units or a foreclosure of any approved financing or deed in lieu thereof, the above increases may continue until such time that such rental assistance or comparable operating subsidy is restored. Notwithstanding anything to the contrary in this section, the Borrower shall use good faith efforts to not displace tenant households and must use good faith efforts to reduce the effect of rent increases permitted to be imposed on existing tenant households by (1) the use of operating and transition reserves to the extent such funds are available, and (2) the use of other subsidy sources available that would mitigate the rent increases.

Section 2.4 Marketing and Rental of Units.

(a) The Affordable Developer shall market the Affordable Units to eligible households at Rents required by Section 2.2, in compliance with the marketing and management plan approved in advance by the City pursuant to Section 5.1 and consistent with this Agreement and the Affordable Housing Ordinance.

(b) To the extent permitted by applicable law including fair housing laws, and unless prohibited by the regulations of the HCD or HUD or other applicable law, the Affordable Developer shall grant a preference in rental of the Affordable Units to otherwise qualified households: (1) eligible households displaced by any activity (including the exercise of police powers and code enforcement) of the City or as provided in Health and Safety Code Section 33411.3 or by public projects implemented by the City; and (2) to eligible households that live (or

have ever lived), work or have been offered work in the City of Redwood City. The preferences set forth in the immediately preceding sentence are required by law.

Section 2.5 Condominium Conversion. The Affordable Developer shall not convert any of the Affordable Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Affordable Development.

Section 2.6 Units Available to the Disabled. To the extent such laws are applicable to the Property, Affordable Developer shall construct and maintain the Affordable Development to comply with all applicable federal and state disabled persons accessibility requirements including the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, and Title 24 of the California Code of Regulations.

Section 2.7 Lease Provisions. The Affordable Developer shall include in leases for all Affordable Units provisions which authorize the Affordable Developer to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's qualification as an Extremely Low Income Household, a Very Low Income Household or Low Income Household, as applicable. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits for an Extremely Low Income Household, a Very Low Income Household or Low Income Household, as applicable, such household's Rent may be subject to increase.

Section 2.8 Resident Protections. For the entire Term the Affordable Units shall be subject to the Tenant Protection Act of 2019, Civil Code Section 1946.2 ("Just Cause for Eviction"). Nothing in this section shall abrogate the protections afforded to survivors of violence consistent with the California Code of Civil Procedure Section 1161.3, as amended, and the Violence Against Women Act, Public Law 102-322, as amended, to the extent applicable. Notwithstanding the limitations of California Code of Civil Procedure Section 1161.3, as amended, act or acts constituting domestic violence or sexual assault or stalking against the Resident or a member of Resident's household cannot form the substantial basis of a Just Cause for Eviction to terminate the tenancy of the victim of such acts. A member of a Resident household may raise such facts as an affirmative defense to an action terminating the tenancy. For a termination to qualify as a Just Cause for Eviction, the Affordable Developer shall demonstrate any of the circumstances with respect to a termination of tenancy in Civil Code Section 1946.2(b).

ARTICLE 3
INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Affordable Developer will obtain, and complete, as a condition to initial occupancy and maintain on file annually thereafter, income certifications from each Resident renting any of the Affordable Units. The Affordable Developer shall make a good faith effort to verify that the income provided by all applicants or Residents (for all adults age eighteen (18) or older) is accurate by collecting certifications for all sources of income in accordance with the Affordable Housing Program Guidelines. Copies of Resident income certifications shall be available to the City upon request.

Section 3.2 Reporting and Audits. The Affordable Developer shall submit to the City, not later than the ninetieth (90th) day after the close of each calendar year after completion of the Affordable Development, a compliance report, in a form approved by the City, summarizing the income information of each Resident and occupancy status of each Affordable Unit. In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all Affordable Developer's books, records (including tenant files), and accounts pertaining solely to the Affordable Units. Such audit shall be conducted during normal business hours, upon at least two (2) business days prior written notice, at the principal place of business of Affordable Developer and other places where records are kept.

(a) The Annual Report shall, at a minimum, include the following most recent information for each dwelling unit in the Affordable Development, but is not limited to: (1) unit number; (2) number of bedrooms; (3) current rent and other charges; (4) dates of any vacancies during the previous year; (5) number of people residing in the unit; (6) total gross household income of residents; (7) documentation of source of household income; (8) lease commencement and termination dates; (9) initial move-in date; and (10) any other information or completed forms in accordance with the Affordable Housing Program Guidelines, or as reasonably requested by the City.

(b) In addition to the information described above, the Annual Report shall include the following: (1) a project income and expense statement for the reporting period; (2) proposed annual budget for the next fiscal year in accordance with Section 3.5 below; (3) a report on maintenance and other issues anticipated to affect the current budget needs of the project as well as the amount in the project's reserve accounts and the amount expected to be needed for major repairs or other needs during the new fiscal year; (4) information on the status of the waiting list for residential units; and (5) a financial audit of the books and records of the project prepared in accordance with generally accepted auditing standards by an independent certified public accountant.

Section 3.3 Additional Information. Within fifteen (15) days after receipt of a written request, Affordable Developer shall provide any additional information reasonably requested by the City relating solely to the Affordable Units. The City shall have the right to examine and make copies of all books, records or other documents of Affordable Developer which pertain to the Affordable Units. The City shall notify Affordable Developer of any records it deems insufficient. Affordable Developer shall have thirty (30) days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then the Affordable Developer shall begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as possible.

Section 3.4 Records. Affordable Developer shall maintain complete, accurate and current records, books and accounts pertaining to Affordable Development, and shall permit any duly authorized representative of the City to inspect records, including but not limited to records pertaining to income and household size of Residents of Affordable Units. All Resident lists, applications and waiting lists relating to the Affordable Units shall at all times be kept separate and identifiable from any other business of Affordable Developer and shall be maintained as

required by the City, in a reasonable condition for proper audit and subject to examination during business hours upon at least two (2) business days prior written notice by representatives of the City. Affordable Developer shall retain copies of all materials obtained or produced with respect to occupancy of the Affordable Units for a period of at least five (5) years. The City shall notify Affordable Developer of any records it deems insufficient. Affordable Developer shall have thirty (30) days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Affordable Developer shall begin to begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 3.5 On-site Inspection. The City shall have the right to perform an on-site inspection of Affordable Development at least one (1) time per year upon forty-eight (48) hours prior written notice and subject to the rights of Residents under their respective leases during reasonable business hours and reasonable security and safety requirements. Affordable Developer agrees to cooperate in such inspection.

Section 3.6 Monitoring Fee. To the extent permitted under applicable law, Affordable Developer shall be obligated to pay to City an annual affordable housing monitoring fee in the amount set forth in the City's master fee schedule for each Affordable Unit (the "Affordable Housing Monitoring Fee"). This fee is payable at initial lease-up of each Affordable Unit, upon each annual review. The City will not charge an annual Affordable Housing Monitoring Fee in the same year that the City charges a fee in connection with the initial lease-up. If the City determines, in the exercise of its reasonable discretion, that Affordable Development requires additional technical assistance or compliance monitoring in an amount in excess of the typical time required for comparable projects, the City shall give the Affordable Developer, the Investor Limited Partner, and all Senior Lenders a detailed explanation of the deficiencies and Affordable Developer shall have ten (10) days to address the issues identified. If the City determines that the issues have not been adequately addressed, Affordable Developer shall pay City for such additional costs at the rate of $190 per hour, or such other amount approved in the City's master fee schedule approved by the City from time to time. All compliance monitoring and technical assistance fees shall be payable to City within fifteen (15) days following City's written request for payment, and City shall have the right to file a lien against the Affordable Site if such fees are not paid within thirty (30) days of such written request. If in any year Affordable Developer demonstrates to the City's satisfaction there is insufficient Affordable Development cash flow available to pay the Affordable Housing Monitoring Fee, the City will permit the fee to be deferred. Any deferred amounts shall accrue and shall be payable from future Affordable Development cash flow and until such deferred amounts are paid, Affordable Developer shall submit to the City annually an Affordable Development cash flow statement.]

ARTICLE 4
OPERATION OF THE AFFORDABLE DEVELOPMENT

Section 4.1 Residential Use. Affordable Development shall be operated only for residential use. No part of Affordable Development shall be operated as transient housing in which the term of occupancy is less than thirty (30) days. No part of the Affordable Development may be operated as an emergency shelter (including shelter for disaster victims) or facilities such as

nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, housing for students, or dormitories (including farmworker dormitories).

Section 4.2 Taxes and Assessments. The Affordable Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Affordable Development; provided, however, that Affordable Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Affordable Developer exercises its right to contest any tax, assessment, or charge against it, Affordable Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Nothing herein shall prohibit Affordable Developer from applying for and obtaining the welfare tax exemption pursuant to Section 214(g) of the California Revenue and Taxation Code.

Section 4.3 Notice of Litigation. Affordable Developer shall promptly notify the City in writing of any litigation materially affecting Affordable Developer or Affordable Development and of any claims or disputes that involve a material risk of such litigation.

Section 4.4 Insurance Requirements. For the entire Term, the Affordable Developer and its successors and assigns acquiring title to the Affordable Site shall obtain, at their expense, comprehensive general liability insurance for Affordable Development, naming the City as an additional named insured with limits of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) general aggregate, for bodily injury and death and property damage, including coverages for contractual liability and products and completed operations, purchased by Affordable Developer or its successors or assigns from an insurance company duly licensed to engage in the business of issuing such insurance in the State, with a current Best's Key Rating A-VII or better, such insurance to be evidenced by an endorsement which so provides and delivered to the City prior to the issuance of any building permit for any portion of the Affordable Development.

Section 4.5 Section 8 Certificate Holders. The Affordable Developer will accept as residents, on the same basis as all other prospective residents, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Affordable Developer shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective residents, nor shall the Affordable Developer apply or permit the application of management policies or lease provisions with respect to the Affordable Development which have the effect of precluding occupancy of units by such prospective Residents.

ARTICLE 5
AFFORDABLE SITE MANAGEMENT AND MAINTENANCE

Section 5.1 Management Responsibilities.

(a) The Affordable Developer is responsible for all management functions with respect to the Affordable Development, including without limitation the marketing of Affordable Units, selection of residents, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Affordable Development. The Affordable Developer shall retain a professional property management company, approved by the City in its reasonable discretion, to perform its management duties hereunder. A resident manager shall also be required. The Affordable Developer shall submit to the City for approval an initial proposed "Below Market Rate (BMR) Tenant Selection and Management Plan" (the "Management Plan") no later than six (6) months after the commencement of construction of the Affordable Development, which Management Plan shall include, but not be limited to, details on how Affordable Developer plans to market the Affordable Units to prospective applicants in accordance with all fair housing law, including efforts to affirmatively further fair housing as defined in Government Code 8899.50, and this Agreement, Affordable Developer's tenant selection criteria and how Affordable Developer plans to certify the eligibility of applicants. The Management Plan shall contain all the information required under the Affordable Housing Program Guidelines, including but not limited to describing the management policies, identifying the management team and address how the Affordable Developer and the Management Agent plan to manage and maintain the Affordable Development. The Management Plan shall include the proposed management agreement and the form of rental agreement that the Affordable Developer proposes to enter into with Residents. The City shall approve or disapprove (with written explanation for disapproval) of the proposed Management Plan by notifying the Affordable Developer in writing within fifteen (15) business days of the date of submission to the City. Affordable Developer shall abide by the approved Management Plan in marketing, managing, and maintaining the Affordable Development throughout the term of this Agreement and shall submit proposed modifications to the City for review and approval (not to be unreasonably withheld, conditioned or delayed).

(b) In addition to the foregoing, the Management Plan shall address the following:

(1) The actions to be taken by the Affordable Developer to affirmatively market units in compliance with fair housing laws and in compliance with City's policies and procedures. The Affordable Developer will market the units in languages other than English as required under the City's Language Access Plan, as such may be amended from time to time. Prior to or concurrently with the recordation of this Agreement, the City shall provide Affordable Developer with a copy of the City's Language Access Plan and any updates thereto. The Affordable Developer, at a minimum, shall provide marketing in Spanish;

(2) Criteria for determining tenant eligibility, including certification of Household Income and size, and application of the City's local preference policy as described in

Section 2.4(b)f, and establishing reasonable occupancy standards (which shall not exceed standards established by state and federal fair housing laws and state housing and building codes) and procedures for screening prospective tenants, including obtaining credit reports, unlawful detainer reports, landlord references and criminal background investigations;

(3) A requirement that eligible tenants be selected based on order of application, lottery, or other reasonable method approved by the City;

(4) A requirement that ineligible applicants be notified of the reason for their ineligibility;

(5) Specific procedures through which applicants deemed to be ineligible may appeal this determination;

(6) A requirement that eligible applicants be notified of eligibility and be provided an estimate regarding when a unit may be available;

(7) Maintaining a waiting list of eligible applicants;

(8) Specific procedures for obtaining documentation regarding prospective tenants' incomes, as necessary, to certify that such income does not exceed income limits;

(9) Specific procedures for certification and recertification of household incomes and procedures for handling over-income Residents;

(10) A requirement that a written rental agreement be executed with each eligible household selected to occupy an Affordable Unit;

(11) A detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each Resident upon occupancy;

(12) A parking management plan which details, among other things, how parking spaces will be assigned, how guest parking will be handled and how parking will be managed to encourage Residents to use their assigned parking spaces;

(13) Procedures for maintenance and management of the Affordable Development;

(14) Procedures for dealing with Resident and neighborhood issues or concerns; and

(15) Such other requirements and criteria/procedures as the City may determine appropriate.

Section 5.2 Management Agent; Periodic Reports.

(a) The Affordable Units shall at all times be managed by an experienced management agent, with demonstrated ability to operate residential facilities like the Affordable Development in a first class, decent, safe, and sanitary manner. The Affordable Developer shall for the entire Term of this Agreement ensure that the management agent of the Affordable Development has demonstrated experience and ability in operating and managing similar mixed-income housing projects in the State of California and not less than two (2) years' experience with resident income certification procedures outlined in Article 3 or similar experience ("Management Agent"). Notwithstanding anything to the contrary herein, if the management agent does not meet the qualifications specified above or the City and Affordable Developer agree that the management of the Affordable Units must be transferred to another entity pursuant to Section 5.4(a) below, then the Affordable Developer shall contract with a new management agent or subcontract with a management agent that: (a) is a California entity whose primary business purpose is the construction, operation and management of affordable multifamily housing, or an affiliate thereof; (b) has not less than two (2) years' experience in owning, operating and managing affordable housing projects in the eleven county San Francisco bay area; and (c) the proposed management agent has no record of defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties it owns or operates. The Parties agree and acknowledge that the City will have the right to disapprove a proposed management agent that has a record of defaults, maintenance problems, housing or building code violations, and/or substantiated fair housing complaints at properties it owns or operates.

(b) The initial management agent for the Affordable Units shall be identified by the Affordable Developer at least ninety (90) days before the Affordable Developer commences leasing activities for the Affordable Units. For any change in the Affordable Units Management Agent, the Affordable Developer shall submit for the City's reasonable approval the identity of any proposed Affordable Units Management Agent who meets the criteria in subsection (a) above. The Affordable Developer shall also submit such additional information about the background, experience and financial condition of any proposed Affordable Units Management Agent as is reasonably necessary for the City to determine whether the proposed Affordable Units Management Agent meets the standard for a qualified management agent set forth above. If the proposed Affordable Units Management Agent meets the standard for a qualified management agent set forth above, the City shall approve the proposed Affordable Units Management Agent by notifying the Affordable Developer in writing.

Section 5.3 Performance Review. In addition to the reporting requirements under Section 3.2 above, the City reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by the City) review of the management practices and financial status of the Affordable Units. The purpose of each periodic review will be to enable the City to determine if the Affordable Units are being operated and managed in accordance with the requirements and standards of this Agreement. The Affordable Developer shall cooperate with the City in such reviews.

Section 5.4 Replacement of Management Agent. If, the City determines that the property manager is acting in a negligent manner, the City shall deliver notice to the Affordable

Developer and the Investor Limited Partner identifying the deficiencies of the management agent with regards to the management of the Affordable Units. Within thirty (30) days of receipt by the Affordable Developer of such written notice, City staff and the Affordable Developer shall meet in good faith to consider methods for improving operating status of Affordable Development. The City shall have the right to review and inspect documents related to the management and operation of Affordable Development. The then acting Management Agent will have a period of thirty (30) days to address the deficiencies identified by the City. If, after initial meeting or after the sixty (60) day cure period runs (commencing from the date of the deficiency notice), the City staff recommends in writing to the Affordable Developer for the replacement of the Management Agent, the Affordable Developer shall identify a replacement Management Agent.

Section 5.5 Affordable Site Maintenance.

(a) The Affordable Developer agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, for Affordable Development in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

(1) Outdoor Common Areas. No outdoor common areas for Affordable Development shall be left unmaintained, including: (A) Broken or discarded furniture, appliances and other, household equipment stored in deck areas for a period exceeding one (1) week; (B) Packing boxes, lumber, trash, dirt and other debris in areas visible from neighboring properties; and (C) Vehicles parked or stored in other than approved parking areas.

(2) Building. Affordable Development may not be left in an unmaintained condition so that any of the following exist: (A) Violations of state law, uniform codes, or City ordinances; (B) Conditions that constitute a private or public nuisance; (C) Broken windows; (D) Graffiti (must be removed within seventy-two (72) hours from when discovered or such reasonable period of time as is required to remove the same); and (E) Conditions constituting hazards.

(3) Sidewalks. The Affordable Developer shall maintain, repair, and replace as necessary all sidewalks bordering the Affordable Development.

(b) The City places prime importance on quality maintenance to ensure that all affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of Affordable Development will be acceptable to the City assuming the Affordable Developer agrees to provide all necessary improvements to assure Affordable Development is maintained in good condition. The Affordable Developer shall make all repairs and replacements necessary to keep Affordable Development in good condition and repair.

(c) In the event that the Affordable Developer breaches any of the covenants contained in this Section and such default continues for a period of thirty (30) days after written

notice from the City then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon Affordable Development (excluding the commercial space leased to third parties) and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but are not required) to enter upon Affordable Development and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on Affordable Development, and to attach a lien on Affordable Development, or to assess Affordable Development, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Affordable Developer to the City upon demand.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Lease Provisions.

In leasing the Affordable Units, Affordable Developer shall use a form of resident lease approved by the City, which shall comply with all requirements of this Agreement and shall, among other matters:

(a) Provide for termination of the lease and consent by the Resident to immediate eviction for failure to provide any information required under this Agreement or reasonably requested by Affordable Developer to establish or recertify the Resident's qualification for occupancy in Affordable Development in accordance with the standards set forth in this Agreement.

(b) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Resident and Affordable Developer (and only if allowed by all financing sources) and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Affordable Developer and the Resident; however, Rent may not be raised more often than once a year. Affordable Developer will provide each Resident with at least sixty (60) days written notice of any increase in Rent applicable to such Resident, and with such further notice as may be required by Section 2.3 above.

(c) Require the Resident to occupy the Affordable Units as the Resident's principal place of residence.

(d) Provide for immediate termination of the tenancy of any Resident household where one or more of whose members misrepresented any fact material to the household's qualification as an Extremely Low-Income Household, Very Low-Income Household or Low-Income Household, as applicable.

Section 6.2 Lease Termination. Any termination of a lease of an Affordable Unit (other than for a default by the Resident) or refusal to renew must be preceded by not less than sixty (60) days written notice to the Resident by Affordable Developer specifying the grounds for the action

and such notice must be given in conformance with California Civil Code Section 1946.1(b). Any termination of a lease for a default of the Resident shall be in accordance with applicable law.

Section 6.3 Nondiscrimination.

(a) All the Affordable Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Affordable Developer shall not give preference to any particular class or group of persons in renting the Affordable Units, except to the extent that the Affordable Units are required to be leased to income eligible households pursuant to this Agreement. There shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Affordable Unit; nor shall the Affordable Developer or any person claiming under or through the Affordable Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Affordable Unit or in connection with the employment of persons for the construction, operation and management of any Affordable Unit.

(b) Disabled Persons Occupancy. To the extent such laws are applicable to the Property, the Affordable Development shall be constructed and operated at all times in compliance with the provisions of: (1) the Unruh Act; (2) the California Fair Employment and Housing Act; (3) Section 504 of the Rehabilitation Act of 1973; (4) the United States Fair Housing Act, as amended; and (5) any other applicable law or regulation (including the Americans With Disabilities Act). The Affordable Developer agrees to indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the City) the City, and its council members, officers, employees, agents and assigns from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the Affordable Developer's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection shall survive expiration of the Term or other termination of this Agreement and shall remain in full force and effect.

Section 6.4 Term. The provisions of this Agreement shall apply to the Affordable Site for the entire Term. This Agreement shall bind any successor, heir or assign of Affordable Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City.

Section 6.5 Indemnification.

(a) To the full extent permitted by law, Affordable Developer shall indemnify, defend at its own expense, and hold the City and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") harmless against any and all claims, suits, actions, losses, and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the execution and enforcement of this Agreement, marketing and operation of the Affordable Development, except to the extent such claim arises

from the grossly negligent or willful misconduct of the City or Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term and any release of part or all of the Property from the burdens of this Agreement, but only as to claims arising from events occurring during the Term of this Agreement.

Section 6.6 Notice of Expiration of Term. Prior to the expiration of the Term, the Affordable Developer shall provide notices to all Residents (and other required parties) meeting the requirements of California Government Code Section 65863.10. The Affordable Developer shall file a copy of the above-described notice with the City Manager's Office.

Section 6.7 Covenants to Run with the Land. The City and the Affordable Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall bind all successors in title to the Affordable Site. Each and every contract, deed or other instrument hereafter executed covering or conveying the Affordable Site or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Affordable Site from the requirements of this Agreement. All references herein to "Affordable Developer" shall refer to the successors-in-title to the Affordable Site. Upon transfer of fee title to the Affordable Site, so long as there is no default at the time of transfer, the transferring Affordable Developer shall have no liability or responsibility for any obligations under this Agreement arising from and after the date of such transfer.

Section 6.8. Right of Refusal, Restrictions on Sale, Encumbrances.

(a) Prior to the issuance of a certificate of occupancy for the Affordable Development, the Affordable Developer shall not voluntarily transfer, convey, sell, or agree to sell Affordable Developer's interest in the Property without first offering the Property to the City. After a conveyance or transfer by gift the right of first refusal granted in this Agreement shall remain in effect against the person holding title or any other interest in the Property. Nothing in this Section 6.8 shall prohibit the City from executing subordination agreements as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

(b) Prior to the issuance of a certificate of occupancy for the Affordable Development, before Affordable Developer sells or agrees to sell the Property, Affordable Developer shall offer to sell the Property to the City, in writing and on terms and conditions substantially identical to those proposed for the sale of the Property to a third party ("First Offer"). The First Offer shall, at a minimum, include the following information: (1) the purchase price proposed for the sale to the third party and method of purchase price payment including the amount and terms of any proposed grantor financing in connection with the proposed purchase, if any; (2)

the amount of any earnest money deposit; (3) the time and locations for the close of escrow; (4) the name of the proposed purchaser; and (5) the other material terms and conditions of the proposed sale of the Property.

(c) The City shall have ninety (90) days from the date of the First Offer to accept the First Offer.

(d) If the City declines to accept the First Offer, Affordable Developer shall not assign, sell, or otherwise transfer any interest in the Property without prior written approval of City, which shall not be unreasonably withheld provided the following conditions are met: (1) the existing Affordable Developer is in compliance with this Agreement or the sale, transfer, or conveyance will result in the cure of any existing violations of the Agreement; (2) the successor in interest to the Affordable Developer agrees to assume all obligations of the existing Affordable Developer pursuant to this Agreement; (3) the successor in interest demonstrates to the City's satisfaction that it can own and operate the Affordable Development in full compliance with the requirements of this Agreement; and (4) terms of the sale, transfer, or conveyance shall not threaten the successor in interest's ability to comply with all requirements of this Agreement.

Section 6.9 Option to Purchase.

(a) The City shall have the additional right at its option to purchase, enter and take possession of the Affordable Site with all improvements thereon if, after conveyance of title to Affordable Site and prior to the issuance of the certificate of occupancy for the Affordable Development, there is an uncured Event of Default. The rights of the City under this Option to Repurchase shall be subject to the rights, be limited by and shall not defeat, render invalid or limit any City approved security interests or the rights or interests provided in this Agreement for the protection of the holder of such approved security interests.

(b) Such right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit: (1) any approved security interest permitted or approved by the City; (2) any rights or interest provided in this Agreement for the protection of the holder of such approved security interests.

(c) To exercise its right to repurchase, reenter and take possession with respect to the Affordable Site, the City shall pay to the Affordable Developer, in cash an amount equal to: (1) the fair market value of the improvements existing on the Affordable Site at the time of the repurchase, reentry and repossession; less (2) any gains or income withdrawn or made by the Affordable Developer from the Affordable Site or the Improvements thereon; less (3) the value of any unpaid liens or encumbrances on the Affordable Site which the City assumes or takes subject to said encumbrances.

(d) Nothing in this Section 6.9 shall prohibit the City from executing subordination agreements as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

Section 6.10 Enforcement. If the Affordable Developer fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified Affordable Developer in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days or such longer period as may be approved by the City in writing, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Affordable Developer's performance of its obligations under this Agreement, and/or for damages.

(b) Remedies Under the Affordable Housing Ordinance. The City may initiate appropriate legal actions or procedures to revoke, deny or suspend any permit or development approval for Affordable Development, in accordance with the requirements of the City's Municipal and Zoning Code, it being understood that nothing herein is intended to limit the City's rights to exercise its police powers.

The City hereby agrees to accept a cure of any default made or tendered hereunder by Investor Limited Partner on the same terms and conditions as if such cure was made or tendered by the Affordable Developer.

Section 6.11 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.12 Recording. The City and the Affordable Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Affordable Development in the Official Records of the County of San Mateo prior to any liens, deeds of trust or other instruments securing any monetary obligation of the Affordable Developer or recorded against the Affordable Development. This Agreement shall not be subordinated to any liens, deeds of trust or other instruments recorded against the Affordable Development and shall survive and remain effective as against any transferee acquiring the Affordable Development as a result of any foreclosure or deed in lieu of foreclosure, except as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

Section 6.13 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for any action 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. The Parties waive all provisions of law providing for a change of venue in any proceeding to any other county.

Section 6.14 No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

Section 6.13 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 6.14 Waiver of Requirements. No waiver of the requirements of this Agreement shall occur unless expressly waived by the City in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of the Affordable Developer or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted to the Affordable Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by the Affordable Developer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 6.15 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded against the Affordable Site in the real property records of County of San Mateo.

Section 6.16 Notices. Any notice requirement set forth herein shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the address set forth below:

TO THE CITY:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attn: City Manager

TO THE AFFORDABLE DEVELOPER:

[Insert Entity Name], LP
[Address]
[City], [Sate] [Zip]
Attn:

Either party may change the address(es) to which notices are to be sent by notifying the other party of the new address(es), in the manner set forth above.

A copy of all notices delivered to Affordable Developer hereunder shall be delivered simultaneously to the Investor Limited Partner, if applicable, at an address to be provided to the City by Affordable Developer.

Section 6.17 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

Section 6.18 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, and may be signed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Section 6.19 No Claims. Nothing contained in this Agreement shall create or justify any claim against the City by any person that the Affordable Developer may have employed or with whom the Affordable Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Affordable Site or the construction of Affordable Development.

Section 6.20 Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 6.21 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and no modification hereof shall be binding unless reduced to writing and signed by the Parties hereto.

Section 6.22 Hold Harmless. Affordable Developer will indemnify and hold harmless (without limit as to amount) City, its council members, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Affordable Development or the Affordable Developer's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent caused by the gross negligence or willful misconduct of the Indemnitees, as applicable. The provisions of this Section shall survive expiration or other termination of this Agreement or any release of part or all of the Affordable Site from the burdens of this Agreement, and the provisions of this Section shall remain in full force and effect.

Section 6.23 Subordination. The restrictions imposed under this Agreement are land use restrictions required to comply with the requirements under the Affordable Housing Ordinance and California Government Code section 65915 and may not be subordinated. The City has no intent or obligation to subordinate this Agreement to any current or future financing or deeds of trust except as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

Section 6.24 Compliance with Financing Requirements. Affordable Developer shall comply with the requirements of any lenders financing the Affordable Development or who have a secured interest in the Affordable Development.

Section 6.25 Tax Credit Program. Notwithstanding anything contained herein to the contrary, if and for as long as the Property is subject to the requirements of the California and/or

Federal Low-Income Housing Tax Credit Program under the provisions of Section 42 of the Code and Section 23610.5 of the California Revenue and Taxation Code, as applicable (collectively, the "Tax Credit Program") and there is a conflict between the requirements of the Tax Credit Program and the affordability provisions set forth in 2.3 above, inclusive, then the provisions of the Tax Credit Program shall prevail. That notwithstanding, the fact that this Agreement and the Tax Credit Program provide for greater, lesser or different obligations or requirements shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

Section 6.26 Action and Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager or the City Manager's designee determine in their discretion that such action or approval requires referral to City Council for consideration.

Section 6.27 Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, Affordable Developer may, without the consent of the City, assign all of its right, title, interest and obligations under this Agreement to a limited partnership in which Affordable Developer or an affiliate of the Affordable Developer is a general partner, provided that such assignee shall assume in writing all of Affordable Developer's obligations under this Agreement, and provided further that the assignment is effectuated pursuant to an Assignment Agreement in substantially the form attached hereto as Exhibit B, incorporated herein by this reference, the Affordable Developer shall provide a copy of such assignment to the City for acknowledgement of conformance with the requirements of this Section 6.27.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AFFORDABLE DEVELOPER:

[EDEN ENITY], a California [entity type]

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF REDWOOD CITY, a California charter city

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

By: _____
Yessika Castro, City Clerk

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, _____, 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.

_____
Name: _____
Name: Notary Public

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, _____, 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.

_____
Name: _____
Name: Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Redwood, County of San Mateo, State of California, described as follows: LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523, SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75 FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25' 40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

APN: _____

(Space above for Recorder's Use)

This Agreement is recorded at the request and for the benefit of the City of Redwood City and is exempt from the payment of a recording fee pursuant to Government Code Sections 27383.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into as of _____, 20___, by and Eden Housing Inc., a California nonprofit public benefit corporation (the "Assignor"), and _____, a _____ (the "Assignee") with the acknowledgement of the City of Redwood City, a California charter city (the "City").

RECITALS

A. Assignor previously entered into that certain Affordable Housing Restrictive Covenant Agreement, dated as of _____ __, 20__ (the "Restrictive Covenant Agreement") under which the Assignor agreed to restrict the property located at 847 Woodside Road, Redwood City, County of San Mateo, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Affordable Site"), to develop, construct and operate approximately seventy-one (71) affordable residential units and one unrestricted manager's unit (the "Affordable Development").

B. Assignor desires to transfer all of Assignor's interest in the Affordable Development and to assign to Assignee its rights, duties and obligations under the Restrictive Covenant Agreement and Assignee desires to accept and assume each and all of the rights, duties, and obligations of the Assignor under the Restrictive Covenant Agreement.

C. Pursuant to Section 6.27 of the Restrictive Covenant Agreement, the Assignor may without the consent of the City, assign all of its right, title, interest and obligations under the Restrictive Covenant Agreement to a single purpose entity in which Assignor is a general partner, provided that such assignee shall assume in writing all of Assignor's obligations under the Restrictive Covenant Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date. As used in this Agreement, the "Effective Date" shall be the date this Agreement is entered into by the Assignor and Assignee as first written above, which is the date Assignee acquired fee title to the Project from Assignor.

2. Assignment. As of the Effective Date, Assignor transfers and assigns to Assignee all of Assignor's rights, interests, benefits, privileges, and duties and obligations under the Restrictive Covenant Agreement ("collectively the "Assigned Obligations").

3. Assumption. As of the Effective Date, Assignor is assigning to Assignee and Assignee is assuming the foregoing assignment of the Assigned Obligations and agrees to perform and be bound by all of the terms, covenants, obligations and conditions imposed upon the Assignor under the Restrictive Covenant Agreement for the benefit of the City, as if the Assignee were the original signatory thereto, requiring performance subsequent to the Effective Date. The Assignee agrees to be bound in every way by all of the grants, terms, conditions, and covenants in respect of the Assignor contained in the Assigned Obligations occurring subsequent to the Effective Date. All references in the Restrictive Covenant Agreement to the Assignor shall hereafter be deemed to be references to the Assignee.

4. Representation and Warranty of Assignor. Assignor represents and warrants to the City and Assignee that:

a. That Assignee is a limited partnership in which Assignor is the general partner and that through this Agreement the Assignee shall assume in writing all of Assignor's obligations under the Restrictive Covenant Agreement; and

b. To the best of the Assignor's knowledge, as of the date hereof, there exists no event of default under the Restrictive Covenant Agreement and that there is no event that, with the giving of notice, the passage of time, or both, would constitute an event of default.

5. Acknowledgement by City. The City acknowledges the assignment to, and assumption of, the Assigned Obligations by the Assignee as consistent with Section 6.27 of the Restrictive Covenant Agreement. The City further agrees pursuant to Section 6.15 of the Restrictive Covenant Agreement that the Restrictive Covenant Agreement is hereby amended by this written instrument which has been executed and acknowledged by each of the parties hereto and duly recorded in the Official Records.

6. Notices. All correspondence and notices given or required to be given to Assignor under the Restrictive Covenant Agreement, from and after the Effective Date, shall be provided to e Assignee and shall be addressed as follows:

[Name of Assignee]
[Assignee's Address]
[City] CA, [Zip]
Attention: [Insert Name]

7. Subordination. The restrictions imposed under the Restrictive Covenant Agreement and assigned under this Agreement are land use restrictions required to comply with the requirements under the City's Affordable Housing Ordinance and California Government Code section 65915 and may not be subordinated. The City has no intent or obligation to subordinate the Restrictive Covenant Agreement or this Agreement to any current or future financing or deeds of trust.

8. Indemnification. To the full extent permitted by law, Assignor and Assignee shall indemnify, defend at their own expense, and hold the City and its elected officials, officers, employees and agents in their official capacity (collectively "City Indemnitees") harmless against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to Affordable Development, Assignor and Assignee's performance or non-performance under this Agreement, and shall protect and defend the City Indemnitees, and any of them with respect thereto, except to the extent arising from the gross negligence or willful misconduct of the City Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege. It being further understood by the parties that the Assignor shall continue to be responsible to indemnify the City and Indemnitees pursuant to Section 7.6 of the

Restrictive Covenant Agreement for any liability arising prior to the Effective Date and the Assignee is responsible to indemnify the City and Indemnitees pursuant to Section 7.6 of the Restrictive Covenant Agreement for any liability arising from and after the Effective Date.

9. Further Acts. Each of the parties, upon the request of any other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

10. Attorneys' Fees. In the event of any litigation arising out of the subject matter of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11. Inurement. This Agreement shall inure to the benefit of Assignor and Assignee, and their respective successors, assigns, loan participants, parent corporations, subsidiaries, affiliates, and successors-in-interest.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of San Mateo.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate the execution of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or electronic mail, and such facsimile or electronic mail counterparts shall be binding as original signature pages.

[*Signature Pages Follow*]

ASSIGNOR:

Eden Housing Inc., a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

[Insert Assignee Entity Name]

By: _____

Name: _____

Its: _____

Acknowledged as compliant with the obligations of the Restrictive Covenant Agreement by the City of Redwood City.

CITY OF REDWOOD CITY, a California charter city

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

By: _____
Yessika Castro, City Clerk

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, _____, 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.

_____
Name: _____
Name: Notary Public

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, _____, 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.

_____
Name: _____
Name: Notary Public

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, _____, 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.

_____
Name: _____
Name: Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Redwood, County of San Mateo, State of California, described as follows:

LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523, SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75 FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25' 40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

EXHIBIT H

FORM OF DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

APN: _____

(Space above this line for Recorder's Use)

PERFORMANCE DEED OF TRUST AND SECURITY AGREEMENT
(847 Woodside Road)

THIS PERFORMANCE DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made as of _____ __, 20__ ("Effective Date"), by and among _____, _____ ("Trustor"), _____Title Company, a California corporation ("Trustee"), and the City of Redwood City, a California charter city ("Beneficiary").

RECITALS

A. In satisfaction of the terms of that certain Affordable Housing Land Donation Agreement, dated as of _____, _____ (the "Land Donation Agreement"), Trustor acquired fee ownership of the certain real property located at 847 Woodside Road (APN: 059-240-810), in the City, County of San Mateo, State of California, as more particularly described in the attached Exhibit A, incorporated herein by this reference (the "Property").

B. Trustor intends to construct seventy-one (71) affordable residential units (excluding the manager's unit) in such manner and subject to such income requirements as specified in the Affordable Housing Plan (the "Affordable Units"), on the Property (the "Affordable Development").

C. Beneficiary and Trustor entered into that certain Affordable Housing Restrictive Covenants Agreement, dated as of the Effective Date and recorded in the Official Records of San Mateo County substantially concurrently herewith (the "Regulatory Agreement").

D. Pursuant to the Regulatory Agreement, Trustor is obligated to, among other things, make the Affordable Units available to households earning no more than 80% of Area Median Income ("AMI") for San Mateo County ("County").

E. The Regulatory Agreement also provides (among other provisions) that: (i) Trustor is obligated to notify Beneficiary of Trustor's intent to sell the Property and (ii) Beneficiary has an option to purchase the Property under the Regulatory Agreement prior to the issuance of a certificate of occupancy for the Affordable Development.

NOW, THEREFORE, to secure the full and timely performance by Trustor of Secured Obligations (defined in Section 2.3 below), it is agreed as follows:

ARTICLE 1:
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

(a) "City Documents" means this Deed of Trust, the Regulatory Agreement, and the Irrevocable Offer to Dedicate.

(b) "Irrevocable Offer to Dedicate" means that certain Irrevocable Offer to Dedicate between Trustor and Beneficiary, recorded in the Official Records against the Developer's fee interest of the Property as Document No. _____, recorded on _____ __, 20__.

(c) "Regulatory Agreement" means that certain Regulatory Agreement and Declaration of Restrictive Covenants that will be recorded in the Official Records against the Developer's fee interest of the Property upon the Close of Escrow.

ARTICLE 2:
AGREEMENT AND SECURITY

Section 2.1 Incorporation by Reference. The recitals are incorporated herein by this reference.

Section 2.2 Grant In Trust. Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, all estate, right title and interest which Trustor now has or may later acquire in and to the Property, described in the attached Exhibit A, together with all of the following:

(a) all improvements now or hereafter located or constructed on the Property and all replacements and additions thereto ("Improvements");

(b) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances");

(c) all fixtures now or hereafter attached to or used in and about the Property or the improvements located thereon or hereafter located or constructed on the Property, and all

renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the improvements in any manner ("Fixtures and Equipment"); and

(d) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents").

All of the above-referenced Property, Improvements, Appurtenance, Fixtures and Equipment, Leases and Rents are herein referred to collectively as "Security".

Section 2.3 Obligations Secured. This Deed of Trust is given for the purpose of securing payment and/or performance of the following ("Secured Obligations"): (i) all present and future obligations of Trustor set forth in this Deed of Trust or in the Regulatory Agreement (including without limitation, Trustor's obligation to rent the Affordable Units in the Property only to income eligible tenants); (ii) all additional present and future obligations of Trustor, to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iii) all modifications, supplements, amendments, renewals, and extensions of any of the foregoing, whether evidenced by new or additional documents; and (iv) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust.

Section 2.4 Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Except to the extent that the lease or rental of the Property is prohibited by the Regulatory Agreement, Beneficiary hereby confers upon Trustor a license to collect and retain such rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the

use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

Section 2.5 Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the Uniform Commercial Code ("UCC") with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Property and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of San Mateo County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC. The full name of Trustor and the mailing address of Trustor are set forth in Section 10.2 of this Deed of Trust. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 2.6. Hazard Insurance.

(a) Trustor will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by City). If the Security is located in a flood plain, Trustor shall also obtain flood insurance. In no event shall the amount of insurance be less than the amount necessary to prevent Trustor from becoming a co-insurer under the terms of the policy.

(1) The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Trustor subject to approval by the City.

(2) All insurance policies and renewals thereof will be in a form acceptable to City, and will include a standard mortgagee clause with standard lender's endorsement in favor City as its interests may appear and in a form acceptable to City. City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Trustor shall promptly furnish to City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor will give prompt notice to the insurance carrier and City or its designated agent. City, or its designated agent, may make proof of loss if not made promptly by Trustor. City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this section.

(3) Unless otherwise permitted by City in writing, insurance proceeds, will be applied to restoration or repair of the Security damaged. If permitted by City, the insurance proceeds shall be used to repay any amounts due under the Regulatory Agreement, with the excess, if any, paid to Trustor. If the Security is abandoned by Trustor, or if Trustor fails to respond to City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Trustor that the insurance carrier offers to settle a claim for insurance benefits, City, or its designated agent, is authorized to collect and apply the insurance proceeds at City's option either to restoration or repair of the Security or to pay amounts due under Regulatory Agreement.

(4) If the Security is acquired by City, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to City to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the Approved senior lienholder.

(b) During the course of any rehabilitation of the improvements located on the Property, Trustor shall hire only licensed contractors who maintain the following forms of insurance:

(1) Liability Insurance. Comprehensive general liability insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about the Property. The limits of such insurance shall be not less than Two Million Dollars ($2,000,000) per occurrence and Four Million ($4,000,000) annual aggregate.

(2) Worker's Compensation Insurance. Worker's compensation insurance covering all persons employed in connection with any work on the Property.

Section 2.7 Preservation and Maintenance of Security. Trustor will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit material waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section, and if Trustor has not cured such condition within thirty (30) days after receiving a City notice of such a condition, then in addition to any other rights available to City, City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

Section 2.8 Protection of City's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects City's interest in the Security, including, but not limited to, default under senior lien, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then City, at City's option, without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as it determines necessary to protect City's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs. Any amounts disbursed by City pursuant to this paragraph, with interest thereon, will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and City agree to other terms of payment, such amount will be payable upon notice from the City to Trustor requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate

permissible under applicable law. Nothing contained in this paragraph will require City to incur any expense or take any action hereunder.

Section 2.9 Inspection. At any and all reasonable times upon forty-eight (48) hours' prior written notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security without payment of charges or fees, to inspect the Security, provided, however, that any such inspection shall not unreasonably disturb any tenants or other occupants of the Property.

Section 2.10 Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in, on, under, about, or from the Property in violation of any Environmental Law. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to construction and normal residential uses and to maintenance of the Property when used and disposed of in accordance with Environmental Law.

(a) "Hazardous Substances" means any substance defined as toxic or hazardous substances or hazardous waste or regulated under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

(b) "Environmental Law" means all federal, state or local statutes, ordinances, regulations, orders, decrees and judgments that relate to health, safety or environmental protection including without limitation the regulation of the use, disposal, manufacture, or release of Hazardous Substances.

(c) Trustor shall promptly give City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

Section 2.11 Nonliability for Negligence, Loss, or Damage; No Joint Venture. Trustor acknowledges, understands and agrees that City does not undertake or assume any responsibility for or duty to Trustor to select, review, inspect, supervise, pass judgment on, or inform Trustor of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Trustor against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Trustor agrees that neither Trustor, or Trustor's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things. Nothing contained herein or the Regulatory Agreement shall be deemed to create or construed to create a partnership, joint venture.

Section 2.12 Indemnity. Trustor agrees to defend (with counsel acceptable to Indemnitees), indemnify, and hold City and its elected and appointed officials, officers, employees, and agents ("Indemnitees") harmless from and against all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that the Indemnitees may incur as a direct or indirect consequence of:

(a) Trustor's failure to perform any obligations as and when required by the Regulatory Agreement and this Deed of Trust subject to all applicable notice and cure periods; or

(b) The failure of any of Trustor's representations or warranties contained in this Deed of Trust to be true and correct in all material respects when made.

Section 2.13 Remedies. Upon Trustor's breach of any covenant or agreement of Trustor in the Regulatory Agreement or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, City, will mail by express delivery with delivery receipt, notice to Trustor specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Trustor (unless the Regulatory Agreement provides for shorter or no notice) as shown on the return receipt, by which such breach is to be cured; and (4) if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in sale of the Security. The notice will also inform Trustor of Trustor's right to bring a court action to assert the nonexistence of default or any other defense of Trustor sale. City shall provide a copy of any such notice sent to Trustor to the limited partner of Trustor ("Tax Credit Investor") at the address provided to the City in writing. The City shall accept any cure tendered by Tax Credit Investor on the same basis as if such cure was tendered by the Trustor. If the breach is not cured on or before the date specified in the notice, City, at City's option, may:

(a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale.

(b) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof

(c) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 et seq., as amended from time to time; or

(d) exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 2.14 Trustor's Right to Reinstate. Trustor will have the right to have any proceedings begun by City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor cures all breaches of any other covenants or agreements of Trustor contained in the Regulatory Agreement or this Deed of Trust; (b) Trustor pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Trustor contained in the Regulatory Agreement or this Deed of Trust, and in enforcing City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (c) Trustor takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

Section 2.15 Reconveyance. Upon the expiration of the term of the Regulatory Agreement if Trustor owns and occupies the Property and is not in violation of any provisions of this Deed of Trust or the Regulatory Agreement, City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Regulatory Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

Section 2.16 Substitute Trustee. City, at City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

Section 2.17 Superiority of Approved Senior Liens Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the City approved senior lienholder under the senior deed of trust or any subsequent senior lienholder deeds of trust hereafter recorded against the Security in compliance with the requirements of the Regulatory Agreement. Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the City approved senior lien deed of trust and shall not impair the rights of the Senior Lienholder, or such lender's assignee or successor in interest, to exercise its remedies under the senior lien deed of trust in the event of default under the senior lien Deed of Trust by Trustor. Such remedies under the senior lien deed of trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such senior lien deed of trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title, provided that (i) City has been given written notice of default under such senior lien deed of trust with a sixty (60)-day cure period and (ii) City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to

complete the cure in form and substance acceptable to the senior lienholder. Nothing in this Section 2.17 shall prohibit the City from executing subordination agreements as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

ARTICLE 3:
MISCELLANEOUS

Section 3.1 Other Agreements Affecting Property. The Trustor shall duly and punctually perform in all material respects terms, covenants, conditions and agreements binding upon it under the Regulatory Agreement and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof, subject to the terms and conditions thereof.

Section 3.2 Agreement to Pay Attorneys' Fees and Expenses. In the event of any Event of Default hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional services fees and costs). Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 3.3 Personal Property. To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 3.4 Operation of the Security. The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in material compliance with the Regulatory Agreement.

Section 3.5 Nondiscrimination. Trustor herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

Section 3.6 Amendments. This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 3.7 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Secured Obligations under the Regulatory Agreement have been performed, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall fully reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 3.8 Notices.

(a) If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and, (1) if intended for Beneficiary is to be addressed to:

City:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attention: City Manager

with copy to:

City of Redwood City
Office of the City Attorney
1017 Middlefield Road
Redwood City, CA 94063
Attention: City Attorney

and (2) if intended for Trustor shall be addressed to:

_____
_____
[City], [State], [Zip]
Attention: _____

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. A copy of any notice sent to the Beneficiary must also be sent to the Office of the City Clerk at the above address. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 3.9 Successors and Joint Trustors. If this Deed of Trust is executed by more than one person as Trustor, the obligations of each shall be joint and several. Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where more than one entity or person is signing as Trustor, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person signing as Trustor.

Section 3.10 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 3.11 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 3.12 Governing Law and Venue. This Deed of Trust is to be governed by and construed in accordance with the laws of the State of California. In the event any legal action is commenced to interpret or to enforce the terms of this Deed of Trust or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of San Mateo.

Section 3.13 Gender and Number. In this Deed of Trust, the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 3.14 Deed of Trust, Mortgage. Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 3.15 Actions. Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 3.16 Substitution of Trustee. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 3.17 Statute of Limitations. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 3.18 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is to be a party unless brought by Trustee.

Section 3.19 Subordination. Notwithstanding anything to the contrary in this Deed of Trust, Trustor, without the consent of but subject to the prior written notice to Beneficiary, may encumber the Property with any mortgage, deed of trust or lien made in connection with any financing or refinancing secured by the Property; provided that Trustor extends the term of the Regulatory Agreement to be co-terminus with the term of such financing or refinancing (to the extent the Regulatory Agreement contains a shorter term) and provided that the resulting loan-to-value ratio of all financing secured by the Property does not exceed ninety percent (90%) at the time of the closing of such financing or refinancing, hereinafter "Senior Liens": The Beneficiary agrees that the lien of this Deed of Trust shall be subordinate to any Senior Liens, provided however, that the Beneficiary agrees to execute and acknowledge any commercially reasonable subordination agreement, estoppel certificate and any other reasonable documentation required by the lender of any indebtedness secured by a Senior Lien within thirty (30) days of written request therefor. For the purposes of the foregoing the "loan-to-value ratio" requirement described above shall be satisfied if Trustor provides Beneficiary or its consultant with an MAI appraisal relied upon by the holder of the Senior Lien evidencing that the total financing secured by the Property (including any refinancing amount) does not exceed ninety percent (90%) of market valuation. For the purposes of the foregoing "loan-to-value ratio" and "debt service coverage ratio" shall be calculated in accordance with Freddie Mac and Fannie Mae lending standards, or commercially reasonably equivalent standards, in effect at the time such financing is obtained. Nothing in this Section 3.19 shall prohibit the City from executing subordination agreements as may be requested by Affordable Developer in the manner provided for in the Land Donation Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

_____, L.P., a California limited partnership

By: _____

Name: _____

Its: _____

Date: _____

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, _____, 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.

_____
Name: _____
Name: Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of San Mateo, City of Redwood City, State of California, and is described as follows:

Real property in the City of Redwood, County of San Mateo, State of California, described as follows:
LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION
OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE
OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN
LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY
PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS
DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523,
SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED
MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE
EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1,
SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE
SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75
FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25'
40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

EXHIBIT G

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

Space Above This Line Reserved for Recorder's Use
Exempt from Recording Fee Per Government Code Section 27383

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Partial Assignment and Assumption of Development Agreement ("**Partial Assignment**") dated as of _____, 202__ is entered into by and between 1900 Broadway Owner LLC**,** a California limited liability company ("**Assignor**") and _____ ("**Assignee**"), sometimes referred hereto individually as a "**Party**" and collectively as "**Parties**."

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1.1 of this Partial Assignment. The Parties intend to refer to those definitions with the initial use in **bold**, and thereafter with capitalized terms.

B. Assignor is the "**Developer**" under that certain Development Agreement by and between the City of Redwood City and Assignor, recorded on _____, 2024, as Instrument No. _____ in the Official Records of the County Recorder of San Mateo County, California ("**Development Agreement**"). The Development Agreement relates to that certain real property consisting of approximately 48,771 square feet commonly known as 1900 Broadway, Redwood City, California (Assessor's Parcel Numbers 053-231-210 and 053-231-200), and an additional approximately 21,104 square feet of real property adjacent to 1900 Broadway which includes the Spring/Marshall Parklet and a segment of Spring Street between Main and Walnut Streets which Assigner proposes to acquire from the City and apply to the City to vacate in order to create a 69,875 square foot squared parcel for development (collectively, "**1900 Broadway Property**").

C. Prior to or concurrently with entering into the Development Agreement, as indicated by City Resolution Nos. _____ and _____, in order to develop a seven (7)-story, 92-foot mixed-used commercial office building consisting of approximately 256,205 gross square feet including 238,300 square feet of office, 10,060 square feet of ground floor retail, 12,085 square feet of public plaza, approximately 1,000 square feet public community room with an additional

715 square feet of storage, with two levels of underground parking (538 spaces) and 127 bicycle parking spaces on the Property, Assignor obtained the following approvals and permits from the City: General Plan and Downtown Precise Plan Amendments, a Vesting Tentative Parcel Map, a Downtown Planned Community Permit, and Use Permit, all subject to Conditions of Approval. Prior to issuing the permit approvals, the City Council also approved a California Environmental Quality Act ("**CEQA**") Guidelines Section 15183 Consistency Checklist which determined the action was exempt from further CEQA review by adopting City Resolution No. _____ ("**CEQA Consistency Checklist**"). This redevelopment and land assembly, including all project approvals, is hereinafter collectively referred to as the "**1900 Broadway Commercial/Retail Project**."

D. Assignor's affiliate, Lane 847 Woodside, LLC, a California limited liability company, has a legal and/or equitable interest in a 41,504 square foot parcel located at 847 Woodside Road, Redwood City, California (Assessor's Parcel Number 059-240-810), depicted and more particularly described in Exhibit A-1 ("**Affordable Site**"). In order to satisfy the requirements of Article 29 (Requirements for Affordable Housing) of the Redwood City Zoning Code and pursuant to the terms of the Development Agreement, the Assignor agreed to donate and transfer the fee title of the Affordable Site to Assignee for the development of seventy-one (71) affordable residential dwelling units and one (1) manager's unit at the Affordable Site, at the affordability levels specified in the Affordable Housing Plan (hereinafter collectively referred to as the "**Affordable Housing Project**"). The Assignor, Assignor's affiliate, Assignee, and the City also entered into an Affordable Housing Land Donation Agreement ("**Land Donation Agreement**"), in which Assignor's affiliate agreed to donate the Affordable Site to Assignee under the terms and conditions of the Land Donation Agreement, including a condition of a recorded affordability covenant restricting the use of the Affordable Housing Site for the use of seventy-one (71) affordable units for a term of not less than fifty-five (55) years ("**Affordability Covenant**"). Pursuant to Section 2.2(C) of the Development Agreement, Assignor agreed to execute and record this Partial Assignment at the same time that the Affordable Site was transferred to Assignee.

E. Prior to or concurrently with entering into the Development Agreement, as indicated by City Resolution Nos. _____, and as part of the development of the Affordable Site, the City approved an Affordable Housing Plan, an Architectural Permit, Vesting Tentative Parcel Map, Density Bonus with associated Concessions and Waivers, Land Donation, and Land Donation Agreement, all subject to Conditions of Approval, hereinafter collectively referred to as the "**Affordable Housing Project Approvals**"). Prior to approving the Affordable Housing Project Approvals, the City Council also approved the CEQA Consistency Checklist, which determined the action was exempt from further CEQA review, by adopting City Resolution No. _____.

F. Notwithstanding Assignor's separate rights and obligations to construct and develop the 1900 Broadway Commercial/Retail Project under the terms of the Development Agreement, as contemplated in the Development Agreement, Assignor desires to partially assign

its rights and obligations in the Development Agreement as those rights and obligations relate to the development of the Affordable Site and Affordable Housing Project to Assignee, and Assignee desires to accept and assume such rights and obligations. The purpose of this Partial Assignment is to memorialize said partial assignment and assumption of the rights and obligations with respect to the Affordable Housing Project under the Development Agreement, to evidence the transference of control of the Affordable Site to Assignee, and to delineate the Parties' respective rights and obligations for development of the Affordable Housing Project under the Development Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
RECITALS, DEFINITIONS AND EXHIBITS

Section 1.1 **Recitals**. The Parties hereby agree that each of the foregoing Recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 1.2 **Definitions**. The capitalized terms below shall have the following meanings:

(a) "**1900 Broadway Property**" shall mean the real property described in Recital B of this Partial Assignment.

(b) "**1900 Broadway Commercial/Retail Project**" shall have the meaning set forth in Recital C of this Partial Assignment.

(c) "**Affordability Covenant**" shall mean the Affordable Housing Restrictive Covenant Agreement, substantially in the form attached as Exhibit G to the Land Donation Agreement.

(d) "**Affordable Housing Project**" shall have the same meaning as set forth in Recital D of this Partial Assignment and Recital E of the Development Agreement. In the event of an inconsistency, the Development Agreement shall control.

(e) "**Affordable Housing Project Approvals**" shall have the same meaning as set forth in Recital D of this Partial Assignment.

(f) "**Affordable Site**" shall mean the real property described in Recital D of this Partial Assignment and Recital D of the Development Agreement. In the event of an inconsistency, the Development Agreement term shall control.

(g) "**Assignee**" shall mean _____.

(h) "**Assignee Obligations**" shall have the same meaning as set forth in Section 3.1 of this Partial Assignment.

(i) "**Assignor**" shall mean 1900 Broadway Owner LLC, a California limited liability company.

(j) "**Assignor Obligations**" shall have the same meaning as set forth in Section 3.2 of this Partial Assignment.

(k) "**CEQA**" means the California Environmental Quality Act, Public Resources Code Section 21000, *et seq*.

(l) "**CEQA Consistency Checklist**" shall mean the CEQA Guidelines Section 15183 Consistency Checklist for both the 1900 Broadway Commercial/Retail Project and the Affordable Housing Project, that was approved by the City of Redwood City Council on _____, 20__, by adopting City Resolution No. _____.

(m) "**Developer**" shall also mean the Assignor as defined in this Partial Assignment.

(n) "**Development Agreement**" shall mean the "Development Agreement By and Between City of Redwood City and Assignor in connection with the 1900 Broadway Project," approved on _____, 202_, with the adoption of City Ordinance No. _____.

(o) "**Effective Date**" shall have the same meaning as set forth in Section 4.6 of this Partial Assignment.

(p) "**Land Donation Agreement**" shall mean the "Affordable Land Donation Agreement" and its exhibits, entered into between the City, Assignor, and Assignee on _____, 20__.

(q) "**Partial Assignmen**t" shall mean this Partial Assignment and Assumption of Development Agreement By and Between Assignor and Assignee.

(r) "**Party**" or **"Parties**" shall mean Assignor and Assignee.

Section 1.3. **Exhibits**. The following Exhibits are attached to this Partial Assignment and are incorporated into this Partial Assignment by reference as if fully set forth herein:

Exhibit A-1: Legal Description of Affordable Site
Exhibit B-1: City's Consent to Partial Assignment and Assumption Agreement

ARTICLE 2

ASSIGNMENT AND ASSUMPTION

Section 2.1 **Assignment by Assignor**. As of the Effective Date of this Partial Assignment, Assignor hereby assigns and delegates to Assignee, Assignor's rights, title, duties, and interests of the Developer under the Development Agreement with respect to the Affordable Site and construction of the Affordable Housing Project in accordance with the Affordable Housing Project Approvals, subject to the obligations set forth in the Land Donation Agreement and Affordability Covenant ("**Assigned and Assumed Rights and Obligations**").

Section 2.2 **Assumption by Assignee**. As of the Effective Date of this Partial Assignment, Assignee hereby accepts and assumes from Assignor the Assigned and Assumed Rights and Obligations. Assignee shall not be responsible for any default by Assignor under the Development Agreement prior to the Effective Date of this Partial Assignment.

Section 2.3 **Consent by City**. The City's consent to this partial assignment and assumption of the Development Agreement is set forth in the Consent, attached hereto as Exhibit B-1.

ARTICLE 3
OBLIGATIONS OF THE PARTIES

Section 3.1 **Assignee Obligations**. Assignee shall be obligated to develop the Affordable Site and construct the Affordable Housing Project pursuant to the terms of the Development Agreement, including not limited to adhering and complying with the Affordable Housing Project Approvals, the Land Donation Agreement, and the Affordable Housing Restrictive Covenant Agreement, performing any mitigation measures required under the CEQA Consistency Checklist, and paying Impact Fees for the Affordable Housing Project at the Affordable Site ("**Assignee Obligations**").

(a) The Parties agree that the Assignee is not subject to the term or extended term provisions of the Development Agreement, as set forth in Sections 3.2(A) and (B) of the Development Agreement. Instead, Assignee is subject to the timing requirements for the Construction Commencement Period for the Affordable Housing Project, as set forth in Section 3.2 of the Land Donation Agreement.

Section 3.2 **Assignor Obligations**. Except for the Assignee Obligations described in Section 3.1 above, Assignor shall be responsible for all remaining obligations of the Developer included in the Development Agreement in developing the 1900 Broadway Commercial/Retail Project, including but not limited to providing any community benefits identified in Article 2 of the Development Agreement, performing any mitigation measures required under the CEQA Consistency Checklist, adhering or complying with any project permits and conditions of approvals, constructing offsite improvements or other public infrastructure, and paying any and all

Impact Fees associated with the 1900 Broadway Commercial/Retail Project, as set forth in Article 5 of the Development Agreement ("**Assignor Obligations**").

Section 3.3 **Satisfaction of Assignor's Obligations**. From and after the Effective Date of this Partial Assignment, the Assignor shall not be responsible for the Assignee Obligations and Assignee shall not be responsible for the performance of the Assignor Obligations. In addition, from and after the Effective Date, a default by Assignor under the Development Agreement shall not constitute a default by Assignee under the Development Agreement and shall not entitle the City to exercise any remedy against Assignee.

Section 3.4 **Satisfaction of Assignee's Obligations**. Upon the City's issuance of a Certificate of Occupancy for the Affordable Housing Project, at the request of Assignee, the City Manager shall be authorized to take all actions as may reasonably be necessary to confirm that Assignee's obligation hereunder has been fulfilled and to record a termination or release of agreement or other document as applicable to remove this cloud on the title of the Affordable Site.

ARTICLE 4
MISCELLANEOUS

Section 4.1 **Further Assurances**. The Parties agree to take such further actions as may be necessary or advisable to effectuate, confirm, or document the partial assignment and assumption contemplated hereby.

Section 4.2 **City Consent to Further Assignment**. To the extent applicable, this Partial Assignment may not be assigned without the written consent of the City consistent with the assignment provisions of the Development Agreement.

Section 4.3 **Severability**. If any term of this Partial Assignment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

Section 4.4 **Interpretation**. This Partial Assignment shall be governed and interpreted in accordance with the laws of the state of California. This Partial Assignment includes the contributions of both Parties, each of which is represented by competent counsel, and the rule stated in Civil Code Section 1654 that an agreement be construed against its drafter shall have no application hereto. Headings contained in this Partial Assignment are for convenience of reference only, and shall not alter the meaning of any provision hereof.

Section 4.5 **Counterparts**. This Partial Assignment may be executed in counterparts, each of which shall constitute one and the same instrument.

Section 4.6 **Effective Date**. For purposes of this Partial Assignment, the "**Effective Date**" shall be the date on which the deed transferring the Affordable Site from Assignor to Assignee is recorded in the San Mateo County Recorder's Office.

Section 4.7 **Recordation**. This Partial Assignment shall be recorded against the Affordable Site within ten (10) days of the Effective Date.

Section 4.8 **Signatures**. The individuals executing this Partial Assignment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Partial Assignment on behalf of the respective legal entities of the Parties. This Partial Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Partial Assignment effective as of the Execution Date.

ASSIGNOR: ASSIGNEE:

Exhibit A-1
Legal Description of Affordable Site
(847 Woodside Drive, Redwood City, CA)

LEGAL DESCRIPTION

Real property in the City of Redwood, County of San Mateo, State of California, described as follows:

LOTS 1 AND 2, AS DESIGNATED ON THE MAP ENTITLED "TRACT NO. 523 SUBDIVISION OF PORTION OF THE HORGAN RANCH SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 17, 1940 IN LIBER 23 OF MAPS AT PAGE 40.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSED RECORDED ON DECEMBER 21, 1967 IN BOOK 5409 AT PAGE 211 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1 AND LOT 2, AS SAID LOTS ARE SHOWN ON THE MAP ENTITLED "TRACT NO. 523, SUBDIVISION OF PORTION OF THE HORGAN RANCH, SAN MATEO COUNTY, CALIFORNIA", FILED MARCH 17, 1941, IN BOOK 23 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING ALSO ON THE EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 61° 27' 06" EAST, 16.48 FEET; THENCE SOUTH 11° 25' 40" WEST, 253.25 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG LAST SAID LINE NORTH 78° 34' 20" WEST, 15.75 FEET TO SAID EASTERLY LINE OF WOODSIDE ROAD; THENCE ALONG LAST SAID LINE NORTH 11° 25' 40" EAST, 258.10 FEET TO THE POINT OF COMMENCEMENT.

APN: 059-240-810 JPN: 059-024-240-81A

Exhibit B-1

CITY'S CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT

The City of Redwood City, a California charter city ("**City**") hereby consents to the Partial Assignment and Assumption of the Development Agreement between the City and 1900 Broadway Owner LLC as Assignor and _____ as Assignee ("**Partial Assignment**"), to which this Consent to Partial Assignment is attached. Accordingly, pursuant to Section 2.2(C) of the Development Agreement, the City Manager is authorized to sign this Consent, and from and after the Effective Date of this Partial Assignment, Assignor shall be relieved of its obligations in the Development Agreement specifically applicable to the development of the Affordable Site and construction of the Affordable Housing Project in accordance with the Affordable Housing Project Approvals (except to the extent of any default by Assignor in respect of the Assignor Obligations which accrued prior to the Effective Date of the Partial Assignment). City acknowledges and agrees that Assignee shall not be responsible for any default by Assignor under the Development Agreement prior to the Effective Date. In addition, the City confirms that from and after the Effective Date, a default by Assignor under the Development Agreement shall not constitute a default by Assignee under the Development and shall not entitle the City to exercise any remedy against Assignee. Upon the City's issuance of a Certificate of Occupancy for the Affordable Housing Project, at the request of Assignee, the City Manager shall be authorized to take all actions as may reasonably be necessary to confirm that Assignee's obligation hereunder has been fulfilled and record a termination or release of agreement or other document as applicable to remove this cloud on the title of the Affordable Site. City acknowledges that Assignor intends to further transfer the Affordable Site to an affiliate of Assignor to develop the Affordable Housing Project as provided for in Section 5.4 of the Development Agreement.

[Signature Page Follows]

CITY OF REDWOOD CITY,
a California Charter City:

By:_____

Print Name:_____
City Manager

ATTEST:

By:_____

Print Name:_____
City Clerk

APPROVED AS TO FORM FOR CITY:

Name:_____

Print Name:_____
City Attorney

EXHIBIT H

EXISTING IMPACT FEE SCHEDULE

IMPACT FEE	FEE AMOUNT*
Transportation Impact Fee (TIF)	$ 1,500,404.00
Parks Impact Fee (PIF)	$ 1,688,791.00
Public Art Fee	(1 % of est. construction value)
Affordable Housing Fee	$ 5,813,945.00
Water & Sewer Fees	$ 1,827,765.00
Wastewater Capital Facilities/Sewer Capacity Collection	$ 958,916.00
Wastewater Treatment	$ 306,659.00
Water	$ 562,190.00
Water & Sewer Total	$ 1,827,765.00
Total Estimate (without Public Art):	$ 10,830,905.00

* The amounts listed in this Schedule are for illustrative purposes only and are based on the rates in effect as of the Effective Date and total estimated 256,205 square feet of development. The actual fees assessed will be based upon actual square footage as shown on the building permit plans for construction of the project or in the case of the Public Art Fee (1% of the construction value of the project). The applicant will be entitled to fee credits for the demolition of existing development in accordance with the provisions of the respective fee ordinances. Fees may be further reduced through the provision of eligible parks improvements and facilities and the land donation for affordable housing that are determined to be eligible for fee credits.

ORDINANCE NO. 2543

At a Joint City Council/Successor Agency Board/Public Financing Authority Meeting thereof held on the 25th day of November 2024 by the following votes:

AYES, and in favor of the passage and adoption of the foregoing ordinance:

AYES:	Aguirre, Howard, Martinez Saballos, Sturken, and Vice Mayor Espinoza-Garnica
NOES:	None
ABSENT:	None
ABSTAINED:	None
RECUSED:	Eakin, Mayor Gee

_____
Jeff Gee
Mayor of the City of Redwood City

_____
Yessika Castro, CMC, CPMC
City Clerk of Redwood City

I hereby approve the foregoing Ordinance
This 25th day of November 2024.

_____
Jeff Gee
Mayor of the City of Redwood City

MAYOR ELMER MARTÍNEZ SABALLOS
VICE MAYOR KAIA EAKIN
COUNCIL MEMBER ISABELLA CHU
COUNCIL MEMBER JEFF GEE
COUNCIL MEMBER DIANE HOWARD
COUNCIL MEMBER MARCELLA PADILLA
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA

JOINT CITY COUNCIL/
SUCCESSOR AGENCY/
PUBLIC FINANCE AUTHORITY
REGULAR MEETING
Monday, June 8, 2026 6:00 PM

1. **CALL TO ORDER -** Mayor Martínez Saballos called the meeting to order at 6:08 p.m.

2. **ROLL CALL -** Council Members Gee, Howard, Padilla, Sturken, Vice Mayor Eakin and Mayor Martínez Saballos. Councilmember Chu was absent.

   Staff Present: City Manager Patrick Heisinger, City Clerk Yessika Castro and City Attorney Veronica Ramirez.

3. **NOTIFICATION OF MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE PURSUANT TO GOVERNMENT CODE § 54953.8.3**

   None.

4. **PLEDGE OF ALLEGIANCE –** Vice Mayor Eakin led the pledge of allegiance.

5. **PRESENTATIONS/ACKNOWLEDGEMENTS –** None.

6. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA**

   The following members of the public provided comments:
   - Tony Gapastione

7. CONSENT CALENDAR

Council Member Padilla stated that due to residing within proximity to one of the project areas, she is recused from voting on item 7D.

Motion and second, Howard and Eakin, to approve item 7D, passed 5-0-2 by electronic vote, with Council Member Chu absent and Council Member Padilla recused.

Motion and second, Gee and Howard, to approve all items on the Consent Calendar, except item 7D, passed 6-0-1 by electronic vote, with Council Member Chu absent.

7.A. Annual Appropriations Limit for Fiscal Year 2026-27 (501)
Reso 16407

Recommendation:
Adopt a resolution establishing the Appropriations Limit for Fiscal Year 2026-27.

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

7.B. Rejection of general liability claim by Elizabeth Watson, represented by Alexander Felix of Downtown LA Law Group (303)

Recommendation:
By motion, reject subject claim.

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

7.C. Reject all bids for Tire Supply and General Vehicle Services (304)

Recommendation:
By motion, reject all bids for Tire Supply and General Vehicle Services and authorize staff to reissue the solicitation at a later date.

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

7.D. Final acceptance of the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City (304)

Recommendation:
By motion, accept the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City and authorize the release of bonds according to City procedures.

CEQA:
Categorically Exempt - Class 2. Replacement or reconstruction

7.E. Award of contract for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC (304)

Recommendation:
By motion, approve and authorize the City Manager, or their designee, to execute the standard form construction contract documents for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC of Daniel Island, SC for their low bid of $999,453; and authorize the City Manager, or their designee, to increase the contract amount, if necessary, up to 10 percent of the original contract amount, for a not-to-exceed total of $1,099,399.

CEQA:
Categorically Exempt - Class 2. Replacement or reconstruction

7.F. Resolution for Fiscal Year 2026-27 Roadway Pavement Management Program use of Senate Bill 1 (SB1) Funds (301)
Reso 16408

Recommendation:
Adopt a resolution identifying a list of proposed paving projects for Fiscal Year 2026-27 funded by SB1: the Road Repair and Accountability Act of 2017, in accordance with the Streets and Highways Code for the Road Maintenance and Rehabilitation Account.

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

7.G. Amendment No. 1 to Communications Products Agreement with Motorola Solutions, Inc. (304)

Recommendation:
By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Communications Products Agreement with Motorola Solutions, Inc. for an additional amount not to exceed $55,000, for a total contract amount of $1,501,572 and a total contract term from February 2, 2024 to February 2, 2027.

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

7.H. First Amendment to the Agreement with the County of San Mateo, providing core agency services at the Fair Oaks Community Center, for the term of July 1, 2025 through June 30, 2028, to increase funding by $25,000 for the purchase of disaster resilience supplies (304)
Reso 16409

Recommendation:
1. By motion, approve and authorize City Manager to execute First Amendment to Agreement between the County of San Mateo and the City of Redwood City by accepting additional County funding in the amount of $25,000 for disaster resilience supplies, for a total agreement amount of $1,818,282 providing critical safety net services to vulnerable, low-income County residents through the Fair Oaks Community Center Information and Referral Program from July 1, 2025 through June 30, 2028; and
2. Adopt a resolution amending the Fiscal Year 2025-2026 revenue budget by $25,000 for the amount received by the County of San Mateo for the Information and Referral Program at the Fair Oaks Community Center.

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

7.I. Approve May 18, 2026 City Council Minutes (301)

7.J. Approve claims and checks from June 8, 2026 to June 22, 2026 and the usual and necessary payments through June 22, 2026 (303)

8. STAFF REPORTS

8.A. Accept certification of an initiative to impose additional rent control and just cause eviction limits in Redwood City, review of Elections Code Section 9212 report on impacts of the initiative, and take action as required by Elections Code Section 9215 (307)

Reso 16410

City Clerk Yessika Castro, Housing Leadership Manager Alin Lancaster and City consultant Jason Moody from EPS, Inc. gave a presentation.

The following members of the public provided comments:

- John Mendez
- Amy Mendez
- Jeffrey Shabowski
- Denise
- Lupe Arreola
- Eduardo Torres
- Emily Morris
- Martha Beetley
- Clara Jackel
- Alheli Kang
- Andrea Gil
- Elizabeth Prado
- Teresa Berumen
- Hyun-Mi Kim
- Taylor Brady
- Nicholas Kennen
- Sofia Gonzalez-Rodriguez
- Amanda Chang
- Salvadora Herrera
- Michael Pierce
- Connor O'Brien
- Marc Slakey
- Vasili Morrison
- Paul Bocanegra
- David Gonzalez
- Rhovy Antonio
- Fernando Peña
- Steven Howard
- Nancy Moya

- Rebecca Kieler
- May Lam

Recommendation:

1. By motion, accept certification of signature verification for an initiative to impose additional rent control and just cause eviction limits in Redwood City; and
2. Receive the Elections Code Section 9212 Report on impacts of the Proposed Ordinance (Attachment F); and
3. Pursuant to Elections Code Section 9215 take either of the following actions:
    a. Adopt, without alteration, the Proposed Ordinance (Attachment A); or
    b. Adopt a resolution calling for an election to be consolidated with the Statewide General Election on November 3, 2026, for the purpose of submitting to the voters an initiative measure to amend the Redwood City Code to impose additional rent control and just cause eviction limits. (Attachment E)

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

Motion and second, Gee and Howard, to:

1. **Accept certification of signature verification for an initiative to impose additional rent control and just cause eviction limits in Redwood City; and**
2. **Continue this item to a date certain, to be determined by the Mayor and Vice Mayor within the Elections Code provisions, to receive a supplemental 9212 report that provides information regarding the cumulative impacts of rent control, tenant protections, and burden on landlords of all regulations with the City, as well as impacts on non-profit affordable housing partners and reconciling impacts on the City's general fund to the extent possible.**
   The motion passed 6-0-1 by electronic vote, with Council Member Chu absent.

9. PUBLIC HEARINGS

9.A. Public hearing to receive a report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by Assembly Bill ("AB") 2561 (Government Code 3502.3) (901)

Human Resources Director Michelle Katsuyoshi gave a presentation.

Mayor Martínez Saballos opened the public hearing.

There was no public comment.

Mayor Martínez Saballos closed the public hearing.

Recommendation:
Receive the informational report on City of Redwood City's employment vacancies, and employee recruitment and retention efforts pursuant to Government Code Section 3502.3.

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

Motion and second, Martínez Saballos and Howard, to receive the informational report on City of Redwood City's employment vacancies, and employee recruitment and retention efforts pursuant to Government Code Section 3502.3, passed 6-0-1 by electronic vote, with Council Member Chu absent.

10. STAFF REPORTS

10.A. Presentation of the Fiscal Year (FY) 2026-27 Recommended Budget and date setting for the public hearing and adoption (501)
Reso 16411

City Manager Patrick Heisinger gave an introduction, and Finance Director Beth Goldberg gave a presentation.

The following members of the public provided comments:

- Michael Arruza Cruz

Recommendation:
1. Receive and provide feedback regarding the FY 2026-27 Recommended

Budget; and
2. Adopt a resolution setting June 22, 2026 as the date for the public hearing on and adoption of the Fiscal Year 2026-27 Budget, directing copies of the Fiscal Year 2026-27 Recommended Budget to be filed with the City Clerk, and authorizing and directing the City Clerk to publish notice of the availability of the Fiscal Year 2026-27 Recommended Budget and the date of the public hearing.

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

Motion and second, Howard and Eakin, to:
1. Receive and provide feedback regarding the FY 2026-27 Recommended Budget; and
2. Adopt a resolution setting June 22, 2026 as the date for the public hearing on and adoption of the Fiscal Year 2026-27 Budget, directing copies of the Fiscal Year 2026-27 Recommended Budget to be filed with the City Clerk, and authorizing and directing the City Clerk to publish notice of the availability of the Fiscal Year 2026-27 Recommended Budget and the date of the public hearing.
The motion passed 6-0-1 by electronic vote, with Council Member Chu absent.

11. PUBLIC HEARINGS

11.A. Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) related to Tobacco Retail Permits (301)
Ord. 2561

Economic Development Manager Amanda Anthony gave a presentation.

At 10:59 p.m., motion and second, Gee and Howard, to extend the meeting to 11:30 p.m., passed 6-0-1 by electronic vote with Council Member Chu absent.

Mayor Martínez Saballos opened the public hearing. The following members of the public provided comments:

- David Kassouf
- Neil Lundy
- Ayub Gokce
- Jamieson Fong, Esq.

- Ali Ahmad
- Gabrielle Mihajlovich
- Omar Salem
- Jeffrey Vasallo
- Tricia Barr
- Astrid Rieber
- David Rieber
- Zuben Modi
- Blythe Young
- Mohammed Shek, Arab Resource and Organizing Center (AROC)
- Kelly Boyett
- Tony Godlewski
- Daniel Moltke

Mayor Martínez Saballos closed the public hearing.

At 11:28 p.m., motion and second, Sturken and Gee, to extend the meeting to 12:00 a.m., passed 6-0-1 by electronic vote, with Council Member Chu absent.

At 12:07 a.m., motion and second, Gee and Sturken, to extend the meeting to 12:30 a.m., passed 6-0-1 by electronic vote, with Council Member Chu absent.

Recommendation:
1. Conduct a public hearing; and
2. Waive the second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to (1) repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), (2) adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and (3) amend Article I, Section 15.2 (Definitions).

CEQA:
The adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, div. 6, ch. 3) section 15060 because the activity is not a Project as defined in CEQA Guidelines section 15378 (no potential for resulting in physical change in the environment). In the event that this Ordinance is found to be a Project under CEQA, it is exempt from CEQA review pursuant to the "common sense exemption" under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Motion and second, Martínez Saballos and Eakin to:
1. Conduct a public hearing; and
2. Waive the second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to (1) repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), (2) adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and (3) amend Article I, Section 15.2 (Definitions).
The motion passed 4-2-1 by electronic vote, with Council Member Chu absent.

11.B. Collect sewer service charges on the tax roll for residential customers with one dwelling unit per parcel (802)
Reso 16412

Acting Superintendent of Wastewater Linda Chang gave a presentation.

Mayor Martínez Saballos opened the public hearing.

There was no public comment.
Mayor Martínez Saballos closed the public hearing.

Recommendation:
Hold a public hearing, and if protests are not made by a majority of the affected parcels, adopt a resolution adopting the Fiscal Year 2026-27 Sewer Service Charge Report and authorizing the collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel (requires 5/7 vote).

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

Motion and second, Howard and Gee, to hold a public hearing, and if protests are not made by a majority of the affected parcels, adopt a resolution adopting the Fiscal Year 2026-27 Sewer Service Charge Report and authorizing the collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel, passed 6-0-1 by electronic vote, with Council Member Chu absent.

12. MATTERS OF COUNCIL INTEREST

12.A. City Council Member Report of Meetings and Conferences Attended
None.

12.B. City Council Committee Reports

A. Climate Action Sub-Committee – Council Member Sturken gave an update.

B. Transportation/Mobility Sub-Committee – Council Member Gee gave an update.

C. Ad Hoc Committee on Special Events – Mayor Martínez Saballos gave an update.

12.C. City Manager (Oral) Update
None.

12. ADJOURNMENT – Mayor Martínez Saballos adjourned the meeting at 12:30 a.m.

Respectfully submitted for approval.

Yessika Castro, City Clerk, CMC, CPMC

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Adopt City of Redwood City Fiscal Year 2026-27 Budget, City of Redwood City Five-Year Capital Improvement Program, and Successor Agency to the Redwood City Redevelopment Agency Fiscal Year 2026-27 Budget, and establish Chief Assistant City Attorney Classification added to flexibly-staffed class series of Senior Assistant City Attorney and Assistant City Attorney

SUMMARY

The FY 2026–27 Recommended Budget for Redwood City includes $423.7 million in revenues and $410.6 million in expenditures across all funds. The General Fund totals $204.8 million in revenues and $206.1 million in expenditures. The FY 2026–27 budget improves transparency in personnel reporting by moving contract positions from full-time equivalent (FTE) counts to the contract labor budget and consolidating certain positions into their home departments. Although the budget reflects a net reduction of 7.5 positions, no jobs have been eliminated; the change results from reclassifying contract positions while adding 1.5 new FTEs.

RECOMMENDATION

1. Hold a public hearing;
2. By motion of the City Council, adopt a City Council resolution adopting the Budget of the City of Redwood City for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget;
3. By motion of the City Council, adopt a City Council resolution approving and adopting the Five-Year Capital Improvement Program for the period of Fiscal Year 2026-27 through Fiscal Year 2030-31;
4. By motion of the Successor Agency Board, adopt a Successor Agency to the Redwood City Redevelopment Agency resolution adopting the Budget of the Successor Agency for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget; and
5. By motion of the City Council, adopt a City Council resolution amending the City's Classification and Salary and Wage Plan to establish the new flexibly-staffed classification for Chief Assistant City

Attorney and update the job description for Assistant City Attorney/Senior Assistant City Attorney including renaming to Assistant City Attorney/Senior Assistant City Attorney/Chief Assistant City Attorney.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In accordance with the City Charter, the Fiscal Year (FY) 2026-27 Recommended Budget was submitted to the City Council on June 1, 2026. On June 8, 2026, the City Council received a presentation from staff on the FY 2026-27 Recommended Budget and provide direction. A copy of the staff report is available here: June 8, 2026 Budget Staff Report.

To address the feedback that the City Council provided on June 8, 2026, staff provides the following changes to the Recommended Budget:

City Council Feedback #1: Evaluate opportunities to expand the Police Department's Crisis Response Clinician Program.

The Police Department will conduct an evaluation of the City's Crisis Response Clinician Program, including opportunities to expand the scope, capacity, and effectiveness. This effort will required coordination with key partners, including San Mateo County, service providers, and other community-based organizations. As part of this evaluation, the City will explore the potential integration of a domestic violence co-response model, such as the CORA Co-Responder Program, which embeds domestic violence advocates within law enforcement agencies to provide immediate support, safety planning, and follow-up services to victims while strengthening coordination between police officers and community-based service providers. Staff will present the results of this evaluation, including any recommendations for program expansion or enhancement, as part of the Mid-Year Budget Update in February 2027.

City Council Feeback #2: Improve financial transparency by providing more frequent updates on the City's financial outlook.

Attachment E provides the FY 2025-26 3rd quarter budget-to-actuals report for the General Fund. This follows the previous report, which included data through November 2025 and was provided to the City Council with the FY 2025-26 Mid-Year Budget update on February 23, 2026. Future reports will be provided to the City Council quarterly, roughly two months following the close of the quarter.

City Council Feedback #3: Enhance reporting to better identify the FY 2026-27 Recommended Budget by program and service area.

Attachment F provides a breakdown of FY 2026-27 funding from all sources for City programs by department.

City Council Feedback #4: Identify opportunities to increase funding for street maintenance & rehabilitation to improve the City's Pavement Condition Index (PCI).

A key priority for FY 2026-27 is to comprehensively evaluate the City's infrastructure, utility, and facility needs to ensure that limited resources are strategically invested and aligned with long-term community priorities. As part of this process, staff will further analyze the City's PCI and develop recommendations regarding future pavement maintenance, rehabilitation, and funding strategies. Staff is currently completing a Request for Proposals (RFP) process to select a financial advisory firm and anticipates having a consultant under contract by the end of July 2026. Staff aims to present the preliminary research and analysis to the Finance & Audit Subcommittee (FAC) in the fall of 2026.

Several pavement preservation and accessibility improvement projects are planned for downtown and residential neighborhoods during the summer and fall of 2026. These projects are expected to use approximately $10 million from the City's Pavement Management Program budget and between $1.7 million and $2 million from the ADA Transition Plan budget. Actual costs will depend on the bids received and awarded.

Looking ahead to the 2027 paving season, several additional projects are currently in various stages of design. Construction is planned for summer 2027 on one neighborhood pavement improvement project and one major corridor rehabilitation project. If bid prices remain at or below the engineer's estimates, existing pavement program funding is expected to be sufficient to move these projects forward.

Another roadway rehabilitation project is in the early design phase, with construction currently anticipated for late spring or summer 2027. Together, these projects will help maintain and improve roadway conditions, enhance accessibility, and make the most effective use of available transportation funding.

City Council Feedback #5: Develop strategies to strengthen the City's reserves and prepare for significant future obligations, including but not limited to, anticipated litigation, uncertainty related to the pending Rent Control Initiative, and legislative changes that could increase pension liabilities.

Staff recommends that any net positive unassigned fund balance realized at fiscal year-end 2025-26 beyond the current forecast be used to seed reserves and provide financial protection against future obligations as described above. Establishing additional reserves now may help the City maintain staffing levels and service delivery during future economic downturns or revenue shortfalls.

Also, for Council's awareness, the FY 2026-27 Risk Fund rates to the General Fund resulted in $434,740 savings to the General Fund. Rather than accruing that savings to the General Fund, the original Recommended Budget set aside that amount in the Risk Fund as a litigation reserve.

City Council Feedback #6: Evaluate City policies, regulations, fees, and processes that may influence businesses' decisions to remain in, expand in, or relocate to Redwood City. Engage with the business community to better understand their experience operating in Redwood City, identify barriers and opportunities, and develop strategies to strengthen partnerships between the City and local businesses.

The City is in the early stages of developing its Economic Vitality Strategy, a comprehensive, five-year roadmap designed to strengthen Redwood City's local economy, support small businesses and property owners, attract investment, and foster a community where all can thrive.

As part of this effort, the City will engage directly with the business community through surveys, meetings, and other outreach activities to better understand the opportunities, challenges, and barriers that influence business decisions to locate, expand, remain, or invest in Redwood City. Input gathered through these processes will help inform strategies to improve the business climate, strengthen partnerships, and support long-term economic vitality.

Staff anticipates conducting a Study Session in late 2026 or early 2027 to provide the City Council with an update on the Economic Vitality Strategy, including early findings, key stakeholder feedback, and opportunities for direction on next steps.

City Council Feedback #7: Continue to strengthen the City's response to homelessness through implementation of the Hopeful Horizons Ordinance while expanding partnerships with the Council and housing providers to increase Permanent Supportive Housing opportunities and improve pathways to long-term housing stability.

Staff, in partnership with the County of San Mateo and local service providers, will continue implementation of the Hopeful Horizons Ordinance with the goal of connecting individuals experiencing homelessness to shelter, supportive services, and long-term housing opportunities. Staff will continue to engage the City Council's Homelessness Subcommittee to receive feedback on program implementation and emerging needs, while also pursuing additional state and other external funding opportunities to support outreach, housing placement efforts, and the cleanup of areas impacted by encampments. Through these efforts, the City will continue working to improve public spaces while helping individuals experiencing homelessness move toward greater housing stability.

Consistent with the direction provided by the City Council upon adoption of the Hopeful Horizons Ordinance, staff will return prior to October 2027 with an evaluation of the ordinance's implementation, effectiveness, and outcomes.

With respect to Permanent Supportive Housing (PSH), staff will continue advancing the 1580 Maple Street development and assist the County of San Mateo in identifying opportunities to expand the inventory of

PSH units within Redwood City. In addition, as part of the City's next Notice of Funding Availability (NOFA)[1], staff will propose evaluation criteria designed to better incentivize affordable housing developers to incorporate PSH units into projects seeking City funding.

City Council Feedback #8: Continue to identify strategies to facilitate the development of approved housing projects that have been unable to move forward due to the current economic and market conditions.

During the current fiscal year, the City Council took proactive steps to help advance housing projects that have faced challenges moving forward in the current economic environment. These actions included establishing the Affordable Housing Incentive Program and approving amendments to various Development Agreements intended to improve project feasibility and support housing production. These efforts appear to be having the intended effect.

Early indications suggest these measures are having the desired effect. Staff is currently working with several housing development applicants whose projects are now expected to move forward this summer.

In addition, in July 2026, staff will present a package of Zoning Code amendments for City Council consideration aimed at reducing development costs, streamlining permit processing, advancing Housing Element implementation, and modernizing the City's development regulations. Proposed amendments are anticipated to include streamlining measures for affordable housing and development review processes, targeted updates to development standards such as setbacks, open space, and parking requirements, and code maintenance changes that support economic vitality, provide greater regulatory clarity, and better align the Zoning Code with current market and industry practices.

City Council Feedback #9: Continue Advocating for the preservation of the City's Vehicle License Fee (VLF) backfill revenues, which remain at risk for reduction by the State.

The City will continue partnering with the County of San Mateo, neighboring cities, and regional advocacy organizations to advocate for a long-term solution to the VLF funding issue.

Changes to the FY 2026-27 Recommended Budget also reflect several technical clean-up items, including:

- Added the Port of Redwood City's Accomplishments, Goals, and FY 2026-27 Budget
- Corrected minor typographical errors identified in the Recommended Budget, including the total General Fund revenues originally reflected in certain tables in the Recommended Budget
- Correction of account usage for Water Resources Specialist position from the Water Supply and Distribution Program to the Water Customer Services Program. This is a net-zero change between these two programs within the Water Fund.

[1] The City recently completed a Notice of Funding Availability (NOFA) process and does not currently have a timeline for issuing the next NOFA. The timing and amount of any future NOFA will depend largely on the availability of funding resources, including the City's ability to secure additional housing revenues and other funding sources.

ANALYSIS

FY 2026-27 Recommended Budget at-a-Glance

The FY 2026-27 Recommended Budget for all funds totals $423.7 million in revenues and $410.6 million in expenditures (before transfers in and out). The General Fund expenditure portion of the budget is $206.1 million.

FY 2026-27 Adopted Budget (All Funds)

	FY 2026-27 Adopted Budget	
Revenue		
General Fund	$ 204,794,444	*
Special Revenue Funds	$ 36,827,921	
Capital Projects Funds	$ 596,765	
Debt Service Funds	$ 3,092,050	
Enterprise Funds	$ 125,302,455	
Internal Service Funds	$ 53,116,216	
Total Revenues	**$ 423,729,851**	
Expenditures		
General Fund	$ 206,059,979	
Special Revenue Funds	$ 30,198,968	
Capital Projects Funds	$ 4,517,592	
Debt Service Funds	$ 3,098,250	
Enterprise Funds	$ 110,114,977	
Internal Service Funds	$ 56,571,870	
Total Expenditures	**$ 410,561,636**	
Net Change in Fund Balance/Net Position	**$ 13,168,215**	
Full-Time Equivalents (FTE)	635.43	

* Includes $11,700,000 of Utility Users' Tax Revenue that is transferred to the Capital Projects Funds

Note: Revenues and Expenditures are shown before transfers in/out

General Fund Expenditures

The recommended FY 2026-27 General Fund expenditure budget is $206.1 million, which is $6.1 million, or 3.03 percent more than the FY 2025-26 projected year-end General Fund expenditure budget of $200.0 million. Salaries, wages, and benefits are $149.2 million, or 72.4 percent, of the recommended General Fund expenditure budget. This is comparable to 71.6 percent for FY 2025-26.

General Fund Revenues

General Fund revenues are expected to decrease to $204.8 million in FY 2026-27; a decrease of $0.9 million, or 0.4 percent, from the FY 2025-26 projected year-end budget of $205.7 million. Most of the City's General Fund revenues continue to come from property, sales, Utility Users' Tax (UUT) and, to a lesser extent, Transient Occupancy Tax (TOT). FY 2026-27 General Fund revenues by category are shown below and in the Ten-Year Forecast in the linked FY 2026-27 Recommended Budget Book.

General Fund - Revenue by Category (in thousands)

Budget By Categories of revenues		FY 2026-27 Recommended Budget
Property Taxes	$	88,000
Sales Tax	$	36,273
Transient Occupancy	$	5,307
Other Taxes	$	11,559
VLF Backfill	$	-
Licenses and Permits	$	5,923
Fines and Forfeitures	$	442
Interest Earnings/Rentals	$	6,000
Intergovernmental	$	3,969
Charges for Services	$	25,681
Other Revenues	$	5,754
Library Revenue	$	487
Recreation Revenue	$	3,700
Utility Users Tax	$	11,700
Total General Fund Revenues	$	204,794

Personnel

Salaries and benefits make up 72.4 percent of General Fund expenditures, which is typical of California cities. The total recommended positions by department are shown below, with additional details in the budget document.

DEPARTMENT	ADOPTED BUDGET 2024-25	REVISED BUDGET 2025-26	RECOMMENDED BUDGET 26-27
City Attorney	6.02	7.02	8.04
City Council	7.00	7.00	7.00
City Manager	18.35	20.31	20.44
Community Development	37.79	42.39	42.08
Engineering & Transportation	28.24	31.68	32.30
Finance	21.00	24.25	22.55
Fire	91.40	102.00	102.00
Human Resources	12.83	13.83	13.83
Information Technology	20.51	22.51	19.76
Library	36.40	42.55	42.55
Parks, Recreation & Community Services	71.96	76.46	76.46
Police	134.00	136.00	135.00
Public Works Services	116.43	116.93	113.42
TOTAL	**601.93**	**642.93**	**635.43**

The following new positions are included in the Recommended Budget, including reclassification of 1.0 FTE Senior Assistant City Attorney to 1.0 FTE Chief Assistant City Attorney to reflect additional duties of assisting the City Attorney in managing and directing personnel and operations within the City Attorney's Office. Attachment D amends the existing job description for Assistant City Attorney/Senior Assistant City Attorney to establish and include Chief Assistant City Attorney in the flexibly staffed position series and amends the City's Classification and Salary and Wage Plan to include this new classification.

City Attorney	
Add 1.0 FTE Assistant City Attorney	1.0
Reclass 1.0 FTE Senior Assistant City Attorney to 1.0 FTE Chief Assistant City Attorney	0.0
	1.0
Community Development	
Add 1.0 FTE Administrative Clerk III	1.0
Removal of Contract 1.0 FTE Managerial/Professional Level II, budget moved to contractual labor account	-1.0
	0.0
Engineering & Transportation	
Add 1.0 FTE Project Coordinator I-II	1.0
Add 1.0 FTE Senior Civil Engineer	1.0
Removal of Contract 0.3 FTE Official/Executive/Professional Level I, budget moved to contractual labor account	-0.3
Removal of Contract 1.0 FTE Managerial/Professional Level I, budget moved to contractual labor account	-1.0
Removal of Contract 0.5 FTE Office Clerical level I, budget moved to contractual labor account	-0.5
	0.2
Finance	
Remove 1.0 FTE Senior Accountant	-1.0
Removal of Contract 1.0 FTE Managerial/Professional Level II, budget moved to contractual labor account	-1.0
Removal of Contract 1.0 FTE Official/ Executive/ Professional Level III, budget moved to contractual labor account	-1.0
	-3.0
IT	
Remove 1.0 FTE Senior Endpoint & Infrastructure Information Technology Analyst	-1.0
Reclass 1.0 FTE Official/Executive/Professional Level I to 1.0 FTE Software Development & Application Support Analyst II	0.0
Remove 1.0 FTE Endpoint & Infrastructure Information Technology Analyst II	-1.0
Removal of Contract 1.0 FTE Managerial/Professional Level I, budget moved to contractual labor account	-1.0
	-3.0
Parks, Rec, Community Service	
Add 2.0 FTE Recreation Supervisor	2.0
Remove 1.0 FTE Human Services Manager	-1.0
Remove 1.0 FTE Recreation & Community Services Program Coordinator	-1.0
	0.0
Police	
Reclass 2.0 FTE Parking Enforcement Officer II to 1.0 FTE Community Service Office	-1.0
	-1.0
Public Works	
Reclass 1.0 FTE Technical Level I to 1.0 FTE Tree Maint Worker I	0.0
Add 1.0 FTE Equipment Mechanic I/II	1.0
Reclass 1.0 FTE Equipment Service Worker to 1.0 FTE Equipment Mechanic I/II	0.0
Reclass 1.0 FTE Technical Level I to 1.0 FTE Water Resources Specialist	0.0
Removal of Contract 1.0 FTE Official/Executive/Professional Level I, budget moved to contractual labor account	-0.7
Removal of Contract 1.0 Managerial/Professional Level I, budget moved to contractual labor account	-1.0
Removal of Contract 1.0 FTE Technical Level I, budget moved to contractual labor account	-1.0
	-1.7
Total	**-7.5**

Removal of Contractual Positions from the FTE table and counts as of FY 2026-27 to improve transparency and consistency. The positions are not being terminated; the budget is being moved to Contractual Labor accounts instead of Regular Labor Accounts.

Five-Year Capital Improvement Program (CIP)

The CIP is an important vehicle for achieving the City Council's strategic priorities. Each year, the CIP project recommendations are presented to the City Council in the spring for adoption with the budget in June. Proposed projects include infrastructure and facility upgrades, as well as major capital investments in the community. A study session was held on April 27, 2026, to receive City Council feedback. The staff report and a video recording of the presentation are available on the City's website.

A Five-Year CIP is prepared for City Council review annually. The Five-Year CIP provides a longer-term perspective on needed capital investments and is a fiscal and strategic tool to plan, fund, prioritize, and monitor capital investments in the community. The Five-Year CIP includes the proposed capital budget for FY 2026-27, as well as planned project needs for FY 2027-28 through FY 2030-31. The proposed Five-Year CIP costs an estimated cost $618.2 million.

The total Fiscal Year 2026-27 CIP budget is $40.5 million. This budget includes 46 projects with funding of $36 million plus dedicated CIP project administration and support services of $4.5 million. Only the FY 2026-27 CIP budget is aligned with anticipated revenue and staffing and will be approved as part of the Adopted Budget. The remaining fiscal years of the Five-Year CIP are for planning purposes, with projects beyond FY 2026-27, are largely unfunded at this point. No budget approval for future fiscal years is requested at this time.

An online portal for the recommended FY 2026-27 CIP projects provides a high-level summary of the project appropriations. The project summaries can be viewed by district, neighborhood, or in the context of the City's Equity Priority Communities Map.

The table below provides a snapshot of the recommended Five-Year CIP by functional area.

Functional Area	Recommended FY 2026-27 Budget	Estimated FY 27-28	Estimated FY 28-29	Estimated FY 29-30	Estimated FY 30-31	Estimatedt 5-yr Cost
Facilities	$4,500,000	$4,802,000	$9,781,000	$9,325,000	$116,520,000	$144,928,000
Miscellaneous	$4,894,545	$4,300,000	$4,300,000	$4,300,000	$4,300,000	$22,094,545
Parking	$770,000	$3,460,000	$1,650,000	$700,000	$0	$6,580,000
Parks	$1,691,455	$8,650,000	$7,700,000	$14,435,491	$800,000	$33,276,946
Sewer	$6,900,000	$6,820,000	$6,800,000	$6,800,000	$6,400,000	$33,720,000
Stormwater	$2,200,000	$15,058,000	$41,333,000	$97,898,000	$98,875,000	$255,364,000
Transportation	$6,315,664	$14,157,500	$13,700,000	$9,050,000	$9,050,000	$52,273,164
Water	$13,232,714	$13,765,814	$15,471,734	$13,750,670	$13,750,670	$69,971,601
Total	**$40,504,378**	**$71,013,314**	**$100,735,734**	**$156,259,161**	**$249,695,670**	**$618,208,256**

Successor Agency to the Former Redevelopment Agency

Included in the FY 2026-27 Recommended Budget presented to Council, as the Successor Agency Board, on June 8, 2026 was a budget for the Successor Agency. This budget appears in the Fiduciary Funds section of the budget. The budget provides the necessary resources to finance the $3.6 million in Successor Agency's obligations that will come due in FY 2026-27.

After reviewing the FY 2026-27 Recommended Budget for the Successor Agency, the City Council's feedback, as Successor Agency Board, did not include changes to the budget as submitted.

EQUITY IMPACT STATEMENT

The City Operating Budget funds the work of every department to advance equitable outcomes in Redwood City. In 2021, each department identified a specific equity commitment and updated FY 2026-27 information on departmental equity commitments may be found in the accomplishments listed in each department's section of the Budget Book.

FISCAL IMPACT

The FY 2026-27 Recommended Budget for all funds totals $423.7 million in revenues and $410.6 million in expenditures. The General Fund portion of the budget is $204.8 million in revenues and $206.1 million in expenditures.

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. Additionally, consideration of the budget was announced through electronic communication channels, and the Recommended Budget Public Hearing notice was posted on the City's website in the Public Notices section, at all branches of the Redwood City Library, and the City Hall lobby window on June 9, 2026. The CIP Public Hearing notice was posted on the City's website, at all branches of the Redwood City Library, and the City Hall lobby window on June 9, 2026.

ALTERNATIVES

The City Charter requires that the Council adopt a budget by resolution. Not adopting a budget would place the City out of compliance with the City Charter.

LINKS

City of Redwood City FY2026-27 Recommended Budget
City of Redwood City Five-Year Capital Improvement Program

ATTACHMENTS

Attachment A – Resolution of the City Council adopting the Budget for FY 2026-27
Attachment B – Resolution of the City Council adopting the Five-Year CIP
Attachment C – Resolution of the Successor Agency adopting the Successor Agency Budget for FY 2026-27
Attachment D – Resolution amending the City's Classification and Salary and Wage Plan (CACA, SACA, ACA)
Attachment E – FY 2025-26 3rd quarter budget-to-actuals report for the General Fund
Attachment F – FY 2026-27 Recommended budget by program and service area

REPORT PREPARED BY:

Mario Xuereb, Principal Analyst
mxuereb@redwoodcity.org
(650) 780-7075

APPROVED BY:

Beth Goldberg, Finance Director
Patrick Heisinger, City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING THE BUDGET OF THE CITY OF REDWOOD CITY FOR FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027, AND PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID BUDGET

WHEREAS, in accordance with the Charter of the City of Redwood City, the City Manager has submitted to the Council of Redwood City a proposed annual budget for Fiscal Year July 1, 2026 - June 30, 2027; and

WHEREAS, pursuant to the Charter, after duly noticed public hearing, the Council has approved the budget, and it has been certified as the Budget of the City for Fiscal Year 2026-27; and

WHEREAS, it is the intention of the Council of Redwood City to adopt the certified copy of the Budget presently on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

SECTION 1. Adoption of Budget. The Budget for the Fiscal Year July 1, 2026 - June 30, 2027, approved by the Council and certified by the City Clerk and City Manager, presently on file in the office of the City Clerk, is adopted. The Budget is contained in the document entitled “Adopted Budget FY 2026-27.”

SECTION 2. Appropriations. The amounts designated for subprograms in the Budget document’s “Detailed Operating Expenditure Schedule” are appropriated to each designated subprogram (excepting the Successor Agency subprogram which is being adopted and appropriated by separate action of the City Council acting in its capacity as the Successor Agency to the dissolved Redwood City Redevelopment Agency) and the amounts designated for capital projects listed in the Budget document’s “Capital Improvement Program” section are appropriated. The amounts designated for the debt service payments listed in the document’s “City Debt” section and payments listed for assessment districts debt listed in the document’s “Fiduciary Funds” section are appropriated (except those for the Successor Agency’s debt which will be adopted and appropriated by a separate action of the Successor Agency).The Revenue Estimates for 2026-27 in the Budget document’s “Consolidated Revenue Schedule”, including those for the Redwood City Public Financing Authority and assessment and improvement districts but excepting those for the Successor Agency, are appropriated.

SECTION 3. Authorized Positions. The number of full-time equivalent employees, as listed in the Budget document’s “Personnel Allocations by Department” are authorized and approved.

SECTION 4. Provision for Interim Expenditures After June 30, 2027; Reappropriations. The City Manager and Finance Director are authorized and directed to charge expenses incurred prior to July 1, 2027, to the appropriations of Fiscal Year 2026-27. The City Manager and Finance Director are further authorized to pay all contractual obligations, including but not limited to payroll, contracts, and other expenses, incurred between July 1, 2027 and the date that the appropriations are adopted for Fiscal Year 2027-2028; to this end the City Council, on behalf of the City, appropriates 1/12 of the amounts that were appropriated for operating purposes in Fiscal Year 2026-2027 to each fund, to be effective July 1, 2027. Upon adoption of a budget for Fiscal Year 2027-2028 this appropriation shall be superseded.

SECTION 5. Effective Date and Operative Date. In accordance with Section 51.5 of the Charter of the City of Redwood City, this resolution shall be effective immediately upon adoption.

* * *

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING AND ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF REDWOOD CITY FOR THE PERIOD OF FISCAL YEAR 2026-27 THROUGH FISCAL YEAR 2030-31

WHEREAS, a proposed Five-Year Capital Improvement Program ("CIP") for Fiscal Years ("FY") 2026-27 through FY 2030-31 (hereinafter referred to as the "Adopted CIP" and incorporated herein by reference) has been prepared by the City Manager; and

WHEREAS, the Adopted CIP is on file with the City Clerk, and is available for review upon request; and

WHEREAS, on May 5, 2026, the Planning Commission, having independently heard, considered, and weighed all the evidence in the record, found that the proposed Capital Improvement Program for Fiscal Year 2026-2027 conforms to and is consistent with the Redwood City General Plan, and applicable law; and

WHEREAS, after due deliberation and consideration, it is the intention of the Council of Redwood City to adopt the Adopted CIP presently on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

SECTION 1. The City Council hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the City Council's adoption of this resolution.

SECTION 2. The Adopted CIP is hereby adopted. The adoption is for all five years of the Adopted CIP presently on file in the office of the City Clerk. Upon adoption of a future five-year CIP, this appropriation shall be superseded.

SECTION 3. Adoption of the Adopted CIP is exempt from California Environmental Quality Act (CEQA) because it is not a "project" pursuant to Section 15378(b)(4) of the CEQA Guidelines.

SECTION 4. This resolution shall be effective immediately upon its adoption.

* * *

RESOLUTION NO._____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF REDWOOD CITY REDEVELOPMENT AGENCY ADOPTING THE BUDGET OF THE SUCCESSOR AGENCY FOR FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027, AND PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID BUDGET

WHEREAS, the Executive Director of the Successor Agency to the Redwood City Redevelopment Agency ("Successor Agency") has submitted to the Board of the Successor Agency a proposed annual budget for Fiscal Year July 1, 2026 - June 30, 2027; and

WHEREAS, after duly noticed public hearing, the Successor Agency has approved the budget, and it has been certified as the Budget of the Successor Agency for Fiscal Year 2026-27; and

WHEREAS, it is the intention of the Successor Agency to adopt the certified copy of the Budget presently on file in the office of the City Clerk as it pertains to the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE REDWOOD CITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. **Adoption of Budget**. The Budget for the Fiscal Year July 1, 2026 - June 30, 2027, approved by the Successor Agency and certified by the Secretary and Executive Director, presently on file in the office of the City Clerk, is adopted for the Successor Agency. The Budget pertaining to the Successor Agency is contained in Fiduciary Funds of the Budget document entitled "Adopted Budget FY 2026-27."

SECTION 2. **Provision for Interim Expenditures after June 30, 2027; Reappropriations**. The Executive Director and Finance Director are authorized and directed to charge expenses pertaining to the Successor Agency and incurred prior to July 1, 2027, to the appropriations of Fiscal Year 2026-27. The Executive Director and Finance Director are further authorized to pay all contractual obligations pertaining to the Successor Agency, including but not limited to payroll, contracts, and other expenses, incurred between July 1, 2027 and the date that the appropriations are adopted for Fiscal Year 2027- 2028; to this end the Successor Agency appropriates 1/12 of the amounts that were appropriated for operating purposes in Fiscal Year 2026-27 to each fund, to be effective July 1, 2027. Upon adoption of a budget for Fiscal Year 2027-2028 this appropriation shall be superseded.

SECTION 3. **Effective Date and Operative Date**. This resolution shall be effective immediately upon adoption.

* * *

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING THE CITY'S CLASSIFICATION AND SALARY AND WAGE PLAN TO ESTABLISH THE NEW FLEXIBLY-STAFFED CLASSIFICATION FOR CHIEF ASSISTANT CITY ATTORNEY AND UPDATE THE JOB DESCRIPTION FOR ASSISTANT CITY ATTORNEY/SENIOR ASSISTANT CITY ATTORNEY INCLUDING RENAMING TO ASSISTANT CITY ATTORNEY/SENIOR ASSISTANT CITY ATTORNEY/CHIEF ASSISTANT CITY ATTORNEY

WHEREAS, the City Manager has requested that the job description of Assistant City Attorney/Senior Assistant City Attorney be amended, including creating a third level Chief Assistant City Attorney, to meet the current and future operational needs for the City; and

WHEREAS, the City Manager has requested that the salary range for Chief Assistant City Attorney be created and set approximately 14% above Senior Assistant City Attorney; and

WHEREAS, staff will come back to City Council with recommended amendments to the Summary of Compensation and Terms of Employment for the Executive Management Employee Group in the near future to update the list of classifications within the Executive Management Employee Group; and

WHEREAS, the classification specifications as described in Exhibit "A" were prepared by Human Resources staff in consultation with department management, to ensure the foreseeable needs of the organization were met.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby incorporated by this reference as if fully set forth in their entirety.

2. The City's Classification and Salary and Wage Plan is amended to create a new flexibly staffed classification of Chief Assistant City Attorney and to update the job description for Assistant City Attorney/Senior Assistant City Attorney including title change to Assistant City Attorney/Senior Assistant City Attorney/Chief Assistant City Attorney, as included in Exhibit "A", and as included in the full salary plan attached as Exhibit "B"; and

3. The Resolution shall be effective upon the date of its adoption.

* * *

EXHIBIT A

PROPOSED AMENDED JOB DESCRIPTION

CITY OF REDWOOD CITY

ASSISTANT CITY ATTORNEY/ SENIOR ASSISTANT CITY ATTORNEY/ CHIEF ASSISTANT CITY ATTORNEY

DEFINITION

Under general direction of the City Attorney, assists in administering all phases of City legal work. Performs specialized and complex legal work in connection with more significant legal problems or in a critical specialty area. Assists in the legal representation of the City Council, its Agencies, Boards and Commissions, the City Manager and City departments. Performs related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is a flexibly staffed position, with incumbents assigned to the appropriate level based on overall related legal experience and demonstrated proficiency in a local government setting. The Chief Assistant City Attorney is distinguished from the Senior Assistant City Attorney by being a practicing attorney who also assists the City Attorney in managing and directing the operations of the City Attorney's Office and acts as the City Attorney in their absence. The Senior Assistant City Attorney is distinguished from the Assistant City Attorney by a higher degree of experience within a municipal government setting, the ability to handle the most complex and/or high profile legal matters, and ~~as~~ acts as the City Attorney in ~~his or her~~their absence.

SUPERVISION RECEIVED AND EXERCISED

Assistant City Attorney
Direction is provided by the City Attorney. May provide lead supervision to Deputy City Attorneys, and direct or indirect supervision of administrative support staff as well as outside counsel.

Senior Assistant City Attorney
Direction is provided by the City Attorney. May provide lead supervision of Assistant City Attorneys, and direct or indirect supervision of Deputy City Attorneys, administrative support staff, and/or outside counsel.

Chief Assistant City Attorney
Direction is provided by the City Attorney. May provide ~~lead~~direct or indirect supervision of Senior Assistant City Attorneys, Assistant City Attorneys, and ~~direct or indirect supervision of~~ Deputy City Attorneys, administrative support staff, and/or outside counsel.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

1. Act as senior counsel in handling serious, controversial and complex legal matters.

2. Represent the City Attorney at City Council and other board, commission, or committee meetings and/or events as required, and render legal advice on agenda items.

3. Confer with department heads concerning legal issues; make appropriate decisions or recommendations.

4. Research legal problems and prepare opinions, ordinances, resolutions, contract, leases and permits and other legal documents.

5. Prepare or review drafts and assists in the negotiations of proposed agreements.

6. Coordinate City activities with other governmental agencies and outside organizations.

7. Appear before courts and administrative bodies to represent the City's interest as required.

8. Monitor development, including proposed legislation and court decisions related to municipal law and activities, and evaluate their impact to the City.

9. Assign legal work to staff and reviews for technical accuracy and completeness.

10. Participate in the supervision, training, and evaluation of City Attorney staff.

~~10.~~11. Perform related work as assigned.

ADDITIONAL DUTIES – SENIOR ASSISTANT CITY ATTORNEY

1. Act as City Attorney in ~~his/her~~their absence.

ADDITIONAL DUTIES – CHIEF ASSISTANT CITY ATTORNEY

1. Assist the City Attorney to manage and direct the services, staff and activities within the City Attorney's Office.

2. Assist the City Attorney to develop and implement the Office's goals, policies and practices; plan the allocation of professional and technical staff on assigned projects to optimize staff resources and to maintain maximum effectiveness and efficiency; and develop operational goals and priorities.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Civil and administrative procedures.

Pleadings and practices and effective techniques in the presentation of court cases.

Procedures of civil law with an emphasis on municipal government.

Principles, methods and practices of legal investigations.

Judicial procedures and the rules of evidence.

Methods of legal research.

Applicable federal and state laws, rules, and regulations affecting local government operations, including land use, redevelopment, environmental, real estate, and employment and labor relations.

Principles and practices of effective management and supervision.

Ability to:

Serve as legal advisor to an elected or appointed body of the City.

Apply legal principles and precedents to difficult legal issues.

Analyze, interpret, summarize, and present administrative and legal information and data in an effective manner.

Analyze complex information, identify problems, examine alternatives, reason logically, and recommend action.

Communicate clearly and concisely, both orally and in writing; make effective court and hearing presentations.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

Deliver quality and timely customer service.

Maintain confidentiality.

Skill to:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely, as needed.

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

Experience (Assistant City Attorney):

Five years of progressively responsible law experience as a practicing attorney in the State of California. Experience in a municipal government setting with extensive litigation is desirable.

Experience (Senior Assistant City Attorney)

Ten (10) years of progressively responsible law experience as a practicing attorney in the State of California, including five years as a practicing attorney within a public agency. Experience in a municipal government setting with extensive experience serving as a legal advisor to an appointed or elected body. Experience managing litigation is desirable.

Experience (Chief~~Senior~~ Assistant City Attorney)

~~XX~~Twelve (12) years of progressively responsible law experience as a practicing attorney in the State of California, including five ~~to seven~~years as a practicing attorney within a public agency, and at least two years of supervisory experience. Experience in a municipal government setting with extensive experience serving as a legal advisor to an appointed or elected body. Experience managing litigation is desirable.

Training:

Equivalent to a Juris Doctor from an American Bar Association accredited law school.

License or Certificates:

Must be a current member in good standing with the State Bar of California.

Possession of, or ability to obtain, an appropriate, valid Ddriver's lLicense and a satisfactory driving record, is desirable.

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

Mobility to work in a typical office setting and use standard office equipment, including a computer; and vision to read printed materials and a computer screen;, and hearing and speech to communicate in person or over the telephone.

Effective Date: June 27, 2016
Amended Date: DATEJune 22, 2026
Bargaining Group: Redwood City Management Employees' Association
Unrepresented Executive Management
Status: At-Will / FLSA Exempt

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
1	CLASSIFICATION TITLE	CLASS COD	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / TOP OF RANGE	STEP 6 / TOP OF RANGE FIRE FIGHTER / ENGINEER	COMP
2												
3	ACCOUNT CLERK I	E730	SEIU	2/9/2026	MONTHLY	5,816.92	6,106.53	6,412.08	6,732.46	7,067.71		8810
4					BIWEEKLY	2,684.73	2,818.40	2,959.42	3,107.29	3,262.02		
5					HRLY RATE	33.56	35.23	36.99	38.84	40.78		
6												
7	ACCOUNT CLERK II	E700	SEIU	2/9/2026	MONTHLY	6,390.87	6,713.37	7,049.68	7,400.84	7,773.20		8810
8					BIWEEKLY	2,949.63	3,098.48	3,253.70	3,415.77	3,587.63		
9					HRLY RATE	36.87	38.73	40.67	42.70	44.85		
10												
11	ACCOUNTANT	C440	RCMEA	10/6/2025	MONTHLY	9,777.24				11,735.66		9410
12					BIWEEKLY	4,512.57				5,416.46		
13					HRLY RATE	56.41				67.71		
14												
15	ACCOUNTING TECHNICIAN I	E620	SEIU	2/9/2026	MONTHLY	6,680.51	7,007.24	7,363.72	7,733.98	8,121.19		8810
16					BIWEEKLY	3,083.31	3,234.11	3,398.64	3,569.53	3,748.24		
17					HRLY RATE	38.54	40.43	42.48	44.62	46.85		
18												
19	ACCOUNTING TECHNICIAN II	E735	SEIU	2/9/2026	MONTHLY	7,349.90	7,715.91	8,103.16	8,504.17	8,933.84		8810
20					BIWEEKLY	3,392.26	3,561.19	3,739.92	3,925.00	4,123.31		
21					HRLY RATE	42.40	44.51	46.75	49.06	51.54		
22												
23	ADMINISTRATIVE ASSISTANT	C715	RCMEA	10/6/2025	MONTHLY	8,954.01				10,752.21		8810
24					BIWEEKLY	4,132.62				4,962.56		
25					HRLY RATE	51.66				62.03		
26												
27	ADMINISTRATIVE CLERK I	E795	SEIU	2/9/2026	MONTHLY	5,322.53	5,587.77	5,864.67	6,160.66	6,469.39		8810
28					BIWEEKLY	2,456.55	2,578.97	2,706.77	2,843.38	2,985.87		
29					HRLY RATE	30.71	32.24	33.83	35.54	37.32		
30												
31	ADMINISTRATIVE CLERK II	E770	SEIU	2/9/2026	MONTHLY	5,858.28	6,151.10	6,455.58	6,782.32	7,116.53		8810
32					BIWEEKLY	2,703.82	2,838.97	2,979.50	3,130.30	3,284.55		
33					HRLY RATE	33.80	35.49	37.24	39.13	41.06		
34												
35	ADMINISTRATIVE CLERK III	E710	SEIU	2/9/2026	MONTHLY	6,438.60	6,761.13	7,098.48	7,454.96	7,826.26		8810
36					BIWEEKLY	2,971.66	3,120.52	3,276.22	3,440.75	3,612.12		
37					HRLY RATE	37.15	39.01	40.95	43.01	45.15		
38												
39	ADMINISTRATIVE SECRETARY	C710	RCMEA	10/6/2025	MONTHLY	8,562.52				10,272.69		8810
40					BIWEEKLY	3,951.93				4,741.24		
41					HRLY RATE	49.40				59.27		
42												
43	ASSISTANT CITY ATTORNEY	C415	EXEC. SERV.	12/1/2025	MONTHLY	14,795.30				19,974.63		9410
44					BIWEEKLY	6,828.60				9,219.06		
45					HRLY RATE	85.36				115.24		
46												
47	ASSISTANT CITY CLERK	C675	RCMEA	10/6/2025	MONTHLY	10,751.17				12,897.37		8810
48					BIWEEKLY	4,962.08				5,952.63		
49					HRLY RATE	62.03				74.41		
50												
51	ASSISTANT CITY MANAGER	C110	EXEC. SERV.	12/1/2025	MONTHLY	19,654.44				26,533.85		9410
52					BIWEEKLY	9,071.28				12,246.39		
53					HRLY RATE	113.39				153.08		
54												
55	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR	C140	EXEC. SERV.	12/1/2025	MONTHLY	14,348.69				19,370.98		9410
56					BIWEEKLY	6,622.47				8,940.45		
57					HRLY RATE	82.78				111.76		
58												
59	ASSISTANT DIRECTOR OF ADMINISTRATIVE SERVICES	C141	EXEC. SERV.	12/1/2025	MONTHLY	15,824.40				21,364.40		9410
60					BIWEEKLY	7,303.57				9,860.49		
61					HRLY RATE	91.29				123.26		
62												
63	ASSISTANT ENGINEER I	G700	SEIU	2/9/2026	MONTHLY	9,387.91	9,861.06	10,354.37	10,871.06	11,412.09		9410
64					BIWEEKLY	4,332.88	4,551.26	4,778.94	5,017.41	5,267.12		
65					HRLY RATE	54.16	56.89	59.74	62.72	65.84		
66												
67	ASSISTANT ENGINEER II	G600	SEIU	2/9/2026	MONTHLY	10,324.67	10,845.60	11,388.76	11,961.65	12,554.69		9410
68					BIWEEKLY	4,765.23	5,005.66	5,256.35	5,520.76	5,794.47		
69					HRLY RATE	59.57	62.57	65.70	69.01	72.43		
70												
71	ASSISTANT ENGINEERING AND TRANSPORTATION DIRECTOR	B134	EXEC. SERV.	12/1/2025	MONTHLY	14,348.69				19,370.98		9410
72					BIWEEKLY	6,622.47				8,940.45		
73					HRLY RATE	82.78				111.76		
74												
75	ASSISTANT PARKS, RECREATION & COMMUNITY SERVICES DIRECTOR	C135	EXEC. SERV.	12/1/2025	MONTHLY	14,348.69				19,370.98		9410
76					BIWEEKLY	6,622.47				8,940.45		
77					HRLY RATE	82.78				111.76		
78												
79	ASSISTANT PLANNER	H750	SEIU	2/9/2026	MONTHLY	9,279.70	9,748.61	10,232.37	10,744.80	11,282.68		9410
80					BIWEEKLY	4,282.94	4,499.36	4,722.63	4,959.14	5,207.39		
81					HRLY RATE	53.54	56.24	59.03	61.99	65.09		
82												
83	ASSISTANT PUBLIC WORKS DIR. / CHIEF SUSTAINABILITY AND RESILIENCY OFFICER	C204	EXEC. SERV.	12/1/2025	MONTHLY	14,348.69				19,370.98		9410
84					BIWEEKLY	6,622.47				8,940.45		
85					HRLY RATE	82.78				111.76		
86												
87	ASSOCIATE ENGINEER	G500	SEIU	2/9/2026	MONTHLY	11,365.42	11,931.94	12,530.29	13,154.09	13,812.93		9410
88					BIWEEKLY	5,245.58	5,507.05	5,783.21	6,071.12	6,375.20		
89					HRLY RATE	65.57	68.84	72.29	75.89	79.69		
90												
91	ASSOCIATE PLANNER	H700	SEIU	2/9/2026	MONTHLY	10,210.09	10,720.39	11,254.04	11,823.72	12,412.53		9410
92					BIWEEKLY	4,712.35	4,947.87	5,194.17	5,457.10	5,728.86		
93					HRLY RATE	58.90	61.85	64.93	68.21	71.61		
94												
95	BATTALION CHIEF	C300	COA	10/6/2025	MONTHLY	18,158.83				22,073.96		7706
96					BIWEEKLY	8,381.00				10,187.98		
97					HRLY RATE	74.83				90.96		
98												
99	BATTALION CHIEF - 40 HR	C301	COA	10/6/2025	MONTHLY	19,729.60				23,983.40		7706
100					BIWEEKLY	9,105.97				11,069.26		
101					HRLY RATE	113.82				138.37		
102												
103	BODY WORN CAMERA PROGRAM MANAGER	C528	RCMEA	10/6/2025	MONTHLY	10,751.17				12,897.37		9410
104					BIWEEKLY	4,962.08				5,952.63		
105					HRLY RATE	62.03				74.41		
106												
107	BUILDING ATTENDANT III	N810	SEIU	2/9/2026	MONTHLY	3,773.62	3,957.18	4,155.56	4,361.35	4,582.02		8810
108					BIWEEKLY	1,741.67	1,826.39	1,917.95	2,012.93	2,114.78		
109					HRLY RATE	21.77	22.83	23.97	25.16	26.43		
110												
111	BUILDING INSPECTOR	K710	SEIU	2/9/2026	MONTHLY	9,551.30	10,025.49	10,531.54	11,055.63	11,608.37		9410
112					BIWEEKLY	4,408.29	4,627.15	4,860.71	5,102.60	5,357.71		
113					HRLY RATE	55.10	57.84	60.76	63.78	66.97		
114												
115	BUILDING MAINTENANCE WORKER	N670	SEIU	2/9/2026	MONTHLY	7,730.78	8,118.00	8,526.46	8,950.80	9,395.34		9420
116					BIWEEKLY	3,568.05	3,746.77	3,935.29	4,131.14	4,336.31		
117					HRLY RATE	44.60	46.83	49.19	51.64	54.20		
118												
119	BUSINESS MANAGER	C431	CONFIDENTIAL	10/6/2025	MONTHLY	13,728.04				16,474.73		9410
120					BIWEEKLY	6,336.02				7,603.72		
121					HRLY RATE	79.20				95.05		
122												

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
123	CAPITAL IMPROVEMENT PROGRAM MANAGER	C435	RCMEA	10/6/2025	MONTHLY	14,116.33				16,933.02		9410
124					BIWEEKLY	6,515.23				7,815.24		
125					HRLY RATE	81.44				97.69		
126												
127	CDBG/HOME ADMINISTRATOR	C323	RCMEA	10/6/2025	MONTHLY	12,481.50				14,977.78		9410
128					BIWEEKLY	5,760.69				6,912.82		
129					HRLY RATE	72.01				86.41		
130												
131	CHIEF ASSISTANT CITY ATTORNEY	C413	EXEC. SERV.	6/22/2026	MONTHLY	17,900.65				25,054.21		9410
132					BIWEEKLY	8,261.84				11,563.48		
133					HRLY RATE	103.27				144.54		
134												
135	CHILD CARE SPECIALIST	E925	SEIU	2/9/2026	MONTHLY	8,228.33	8,642.08	9,075.99	9,530.06	10,003.24		9410
136					BIWEEKLY	3,797.69	3,988.65	4,188.92	4,398.49	4,616.88		
137					HRLY RATE	47.47	49.86	52.36	54.98	57.71		
138												
139	CITY ATTORNEY	A170	EXEC. SERV.	12/1/2025	MONTHLY	29,475.53				29,475.53		9410
140					BIWEEKLY	13,604.09				13,604.09		
141					HRLY RATE	170.05				170.05		
142												
143	CITY CLERK	A180	EXEC. SERV.	12/1/2025	MONTHLY	12,452.83				16,812.08		9410
144					BIWEEKLY	5,747.46				7,759.42		
145					HRLY RATE	71.84				96.99		
146												
147	CITY COUNCIL MEMBER	A000	NOT REPRESENTED	1/22/2001	MONTHLY	750.00				750.00		9410
148					BIWEEKLY	346.15				346.15		
149					HRLY RATE	4.33				4.33		
150												
151	CITY MANAGER	A100	EXEC. SERV.	12/31/2025	MONTHLY	32,500.00				32,500.00		9410
152					BIWEEKLY	15,000.00				15,000.00		
153					HRLY RATE	187.50				187.50		
154												
155	CODE ENFORCEMENT OFFICER I	K750	SEIU	2/9/2026	MONTHLY	8,682.42	9,116.32	9,575.67	10,050.95	10,552.77		9410
156					BIWEEKLY	4,007.27	4,207.53	4,419.54	4,638.90	4,870.51		
157					HRLY RATE	50.09	52.59	55.24	57.99	60.88		
158												
159	CODE ENFORCEMENT OFFICER II	K755	SEIU	2/9/2026	MONTHLY	9,551.30	10,025.49	10,531.54	11,055.63	11,608.37		9410
160					BIWEEKLY	4,408.29	4,627.15	4,860.71	5,102.60	5,357.71		
161					HRLY RATE	55.10	57.84	60.76	63.78	66.97		
162												
163	COMMUNITY DEVELOPMENT DIRECTOR	B130	EXEC. SERV.	12/1/2025	MONTHLY	17,475.16				23,591.23		9410
164					BIWEEKLY	8,065.46				10,888.26		
165					HRLY RATE	100.82				136.10		
166												
167	COMMUNITY DEVELOPMENT MANAGER - BUILDING	C406	EXEC. SERV.	12/1/2025	MONTHLY	13,840.52				18,684.55		9410
168					BIWEEKLY	6,387.93				8,623.64		
169					HRLY RATE	79.85				107.80		
170												
171	COMMUMITY DEVELOPMENT MANAGER - PLANNING	C407	EXEC. SERV.	12/1/2025	MONTHLY	13,840.52				18,684.55		9410
172					BIWEEKLY	6,387.93				8,623.64		
173					HRLY RATE	79.85				107.80		
174												
175	COMMUNICATIONS MANAGER	C412	EXEC. SERV.	12/1/2025	MONTHLY	12,452.83				16,812.08		9410
176					BIWEEKLY	5,747.46				7,759.42		
177					HRLY RATE	71.84				96.99		
178												
179	COMMUNICATIONS MULTIMEDIA ANALYST	C542	RCMEA	10/6/2025	MONTHLY	10,564.45				12,681.39		8810
180					BIWEEKLY	4,875.90				5,852.95		
181					HRLY RATE	60.95				73.16		
182												
183	COMMUNICATIONS SUPERVISOR	C800	RCMEA	10/6/2025	MONTHLY	12,480.41				14,976.72		9410
184					BIWEEKLY	5,760.19				6,912.33		
185					HRLY RATE	72.00				86.40		
186												
187	COMMUNITY SERVICE OFFICER	E705	SEIU	2/9/2026	MONTHLY	7,220.48	7,583.31	7,962.05	8,364.14	8,783.19		9410
188					BIWEEKLY	3,332.53	3,499.99	3,674.79	3,860.37	4,053.78		
189					HRLY RATE	41.66	43.75	45.93	48.25	50.67		
190												
191	CONSUMER SERVICE TECHNICIAN	M750	SEIU	2/9/2026	MONTHLY	7,282.02	7,648.03	8,023.60	8,426.73	8,848.97		9410
192					BIWEEKLY	3,360.93	3,529.86	3,703.20	3,889.26	4,084.14		
193					HRLY RATE	42.01	44.12	46.29	48.62	51.05		
194												
195	CRIME ANALYST	C720	RCMEA	12/22/2025	MONTHLY	9,587.35				12,610.93		8810
196					BIWEEKLY	4,424.93				5,820.43		
197					HRLY RATE	55.31				72.76		
198												
199	CRISIS RESPONSE CLINICIAN	C111	EXEC. SERV.	12/1/2025	MONTHLY	10,167.43				12,709.28		9410
200					BIWEEKLY	4,692.66				5,865.82		
201					HRLY RATE	58.66				73.32		
202												
203	CUSTODIAL SERVICES SUPERVISOR	C825	RCMEA	10/6/2025	MONTHLY	9,300.92				11,162.80		9410
204					BIWEEKLY	4,292.73				5,152.06		
205					HRLY RATE	53.66				64.40		
206												
207	DEPUTY CITY ATTORNEY	C107	EXEC. SERV.	12/1/2025	MONTHLY	11,470.46				15,484.89		9410
208					BIWEEKLY	5,294.06				7,146.87		
209					HRLY RATE	66.18				89.34		
210												
211	DEPUTY CITY MANAGER	C855	EXEC. SERV.	12/1/2025	MONTHLY	16,147.95				21,798.31		9410
212					BIWEEKLY	7,452.90				10,060.76		
213					HRLY RATE	93.16				125.76		
214												
215	DEPUTY FIRE CHIEF	C319	COA	10/6/2025	MONTHLY	22,557.56				26,380.97		7706
216					BIWEEKLY	10,411.18				12,175.83		
217					HRLY RATE	130.14				152.20		
218												
219	DEPUTY FIRE MARSHAL	F800	FIRE	7/14/2025	MONTHLY	13,650.35	14,331.13	15,046.84	15,798.64	16,589.79		7706
220					BIWEEKLY	6,300.16	6,614.37	6,944.70	7,291.68	7,656.83		
221					HRLY RATE	78.75	82.68	86.81	91.15	95.71		
222												
223	ECONOMIC DEVELOPMENT MANAGER	C403	EXEC. SERV.	12/1/2025	MONTHLY	14,382.62				19,415.52		9410
224					BIWEEKLY	6,638.13				8,961.01		
225					HRLY RATE	82.98				112.01		
226												
227	EMERGENCY PREPAREDNESS & OUTREACH COORDINATOR	C518	RCMEA	10/6/2025	MONTHLY	10,751.17				12,897.37		9410
228					BIWEEKLY	4,962.08				5,952.63		
229					HRLY RATE	62.03				74.41		
230												
231	ENDPOINT & INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST I	C682	RCMEA	10/6/2025	MONTHLY	10,403.21				12,487.84		8810
232					BIWEEKLY	4,801.48				5,763.62		
233					HRLY RATE	60.02				72.05		
234												
235	ENDPOINT & INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST II	C692	RCMEA	10/6/2025	MONTHLY	11,449.23				13,740.81		8810
236					BIWEEKLY	5,284.26				6,341.91		
237					HRLY RATE	66.05				79.27		
238												
239	ENGINEERING AND TRANSPORTATION DIRECTOR	B133	EXEC. SERV.	12/1/2025	MONTHLY	17,475.16				23,591.23		9410
240					BIWEEKLY	8,065.46				10,888.26		
241					HRLY RATE	100.82				136.10		
242												
243	ENGINEERING TECHNICIAN I	G730	SEIU	2/9/2026	MONTHLY	6,972.25	7,324.46	7,689.41	8,076.62	8,478.71		9410
244					BIWEEKLY	3,217.96	3,380.52	3,548.96	3,727.67	3,913.25		
245					HRLY RATE	40.22	42.26	44.36	46.60	48.92		
246												
247	ENGINEERING TECHNICIAN II	G710	SEIU	2/9/2026	MONTHLY	7,662.87	8,049.04	8,453.25	8,877.61	9,320.00		9410
248					BIWEEKLY	3,536.71	3,714.94	3,901.50	4,097.36	4,301.54		
249					HRLY RATE	44.21	46.44	48.77	51.22	53.77		

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
250												
251	ENVIRONMENTAL INITIATIVES COORDINATOR	C541	RCMEA	10/6/2025	MONTHLY	10,751.17				12,897.37		9410
252					BIWEEKLY	4,962.08				5,952.63		
253					HRLY RATE	62.03				74.41		
254												
255	EQUIPMENT MECHANIC I	N710	SEIU	2/9/2026	MONTHLY	7,439.03	7,814.58	8,200.75	8,611.33	9,044.17		9420
256					BIWEEKLY	3,433.40	3,606.73	3,784.96	3,974.46	4,174.23		
257					HRLY RATE	42.92	45.08	47.31	49.68	52.18		
258												
259	EQUIPMENT MECHANIC II	N600	SEIU	2/9/2026	MONTHLY	8,180.60	8,586.91	9,013.42	9,467.47	9,939.58		9420
260					BIWEEKLY	3,775.66	3,963.19	4,160.04	4,369.60	4,587.50		
261					HRLY RATE	47.20	49.54	52.00	54.62	57.34		
262												
263	EQUIPMENT SERVICE WORKER	N750	SEIU	2/9/2026	MONTHLY	6,467.24	6,785.52	7,122.87	7,481.46	7,861.27		9420
264					BIWEEKLY	2,984.88	3,131.78	3,287.48	3,452.98	3,628.28		
265					HRLY RATE	37.31	39.15	41.09	43.16	45.35		
266												
267	EQUITY AND INCLUSION OFFICER	C191	EXEC. SERV.	12/1/2025	MONTHLY	12,452.83				16,812.08		9410
268					BIWEEKLY	5,747.46				7,759.42		
269					HRLY RATE	71.84				96.99		
270												
271	FACILITIES MAINTENANCE SUPERVISOR	C385	RCMEA	10/6/2025	MONTHLY	11,870.41				14,243.65		9410
272					BIWEEKLY	5,478.65				6,573.99		
273					HRLY RATE	68.48				82.17		
274												
275	FACILITY AIDE	N790	SEIU	2/9/2026	MONTHLY	5,326.79	5,593.08	5,869.96	6,165.97	6,474.67		9420
276					BIWEEKLY	2,458.52	2,581.42	2,709.21	2,845.83	2,988.31		
277					HRLY RATE	30.73	32.27	33.87	35.57	37.35		
278												
279	FACILITY LEADER	N745	SEIU	2/9/2026	MONTHLY	6,150.02	6,455.58	6,779.15	7,115.44	7,472.99		9420
280					BIWEEKLY	2,838.47	2,979.50	3,128.84	3,284.05	3,449.07		
281					HRLY RATE	35.48	37.24	39.11	41.05	43.11		
282												
283	FINANCE DIRECTOR	B135	EXEC. SERV.	12/1/2025	MONTHLY	16,996.68				22,944.07		9410
284					BIWEEKLY	7,844.62				10,589.57		
285					HRLY RATE	98.06				132.37		
286												
287	FINANCIAL SERVICES MANAGER	C360	EXEC. SERV.	12/1/2025	MONTHLY	14,382.62				19,415.52		9410
288					BIWEEKLY	6,638.13				8,961.01		
289					HRLY RATE	82.98				112.01		
290												
295	FIRE CAPTAIN	F630	FIRE	7/14/2025	MONTHLY	13,165.19	13,818.64	14,512.50	15,234.80	15,995.69		7706
296					BIWEEKLY	6,076.24	6,377.83	6,698.08	7,031.45	7,382.63		
297					HRLY RATE	54.25	56.94	59.80	62.78	65.92		
298												
299	FIRE CAPTAIN - 40 HR	F631	FIRE	7/14/2025	MONTHLY	13,165.19	13,818.64	14,512.50	15,234.80	15,995.69		7706
300					BIWEEKLY	6,076.24	6,377.83	6,698.08	7,031.45	7,382.63		
301					HRLY RATE	75.95	79.72	83.73	87.89	92.28		
302												
303	FIRE CHIEF	B150	EXEC. SERV.	12/1/2025	MONTHLY	22,711.43				28,389.81		7706
304					BIWEEKLY	10,482.20				13,102.99		
305					HRLY RATE	131.03				163.79		
306												
311	FIREFIGHTER/ENGINEER	F700	FIRE	7/14/2025	MONTHLY	10,108.81	10,615.85	11,148.01	11,708.56	12,292.10	12,903.53	7706
312					BIWEEKLY	4,665.60	4,899.62	5,145.24	5,403.95	5,673.28	5,955.47	
313					HRLY RATE	41.66	43.75	45.94	48.25	50.65	53.17	
314												
319	FIREFIGHTER/ENGINEER - 40 HR	F702	FIRE	7/14/2025	MONTHLY	10,108.81	10,615.85	11,148.01	11,708.56	12,292.10	12,903.53	7706
320					BIWEEKLY	4,665.60	4,899.62	5,145.24	5,403.95	5,673.28	5,955.47	
321					HRLY RATE	58.32	61.25	64.32	67.55	70.92	74.44	
322												
327	FIREFIGHTER/ENGINEER PARAMEDIC	F704	FIRE	11/10/2025	MONTHLY	11,877.84	12,473.62	13,098.92	13,757.56	14,443.23	15,161.63	7706
328					BIWEEKLY	5,482.08	5,757.05	6,045.66	6,349.64	6,666.10	6,997.68	
329					HRLY RATE	48.95	51.40	53.98	56.69	59.52	62.48	
330												
335	FIREFIGHTER/ENGINEER PARAMEDIC - 40 HR	F705	FIRE	11/10/2025	MONTHLY	11,877.84	12,473.62	13,098.92	13,757.56	14,443.23	15,161.63	7706
336					BIWEEKLY	5,482.08	5,757.05	6,045.66	6,349.64	6,666.10	6,997.68	
337					HRLY RATE	68.53	71.96	75.57	79.37	83.33	87.47	
338												
339	FIREFIGHTER TRAINEE	F703	NOT REPRESENTED	7/14/2025	MONTHLY	8,087.05						7706
340					BIWEEKLY	3,732.48						
341					HRLY RATE	46.66						
342												
343	FIRE MARSHAL	C306	COA	10/6/2025	MONTHLY	19,729.60				23,983.40		7706
344					BIWEEKLY	9,105.97				11,069.26		
345					HRLY RATE	113.82				138.37		
346												
347	FIRE PLAN CHECKER	K760	SEIU	2/9/2026	MONTHLY	10,825.43	11,367.53	11,934.09	12,530.29	13,156.24		9410
348					BIWEEKLY	4,996.35	5,246.55	5,508.04	5,783.21	6,072.11		
349					HRLY RATE	62.45	65.58	68.85	72.29	75.90		
350												
355	FIRE PREVENTION OFFICER	K715	FIRE	7/14/2025	MONTHLY	11,538.09	12,121.63	12,720.44	13,359.68	14,028.43		9410
356					BIWEEKLY	5,325.27	5,594.60	5,870.97	6,166.01	6,474.66		
357					HRLY RATE	66.57	69.93	73.39	77.08	80.93		
358												
359	FLEET SUPERVISOR	C835	RCMEA	10/6/2025	MONTHLY	11,870.41				14,243.65		9410
360					BIWEEKLY	5,478.65				6,573.99		
361					HRLY RATE	68.48				82.17		
362												
363	GIS MANAGER	C335	RCMEA	10/6/2025	MONTHLY	13,225.16				15,868.93		9410
364					BIWEEKLY	6,103.92				7,324.12		
365					HRLY RATE	76.30				91.55		
366												
367	GIS TECHNICIAN	G750	SEIU	2/9/2026	MONTHLY	9,551.30	10,025.49	10,531.54	11,055.63	11,608.37		9410
368					BIWEEKLY	4,408.29	4,627.15	4,860.71	5,102.60	5,357.71		
369					HRLY RATE	55.10	57.84	60.76	63.78	66.97		
370												
371	GRAPHIC DESIGN SPECIALIST	L748	SEIU	2/9/2026	MONTHLY	6,812.02	7,154.70	7,506.92	7,881.42	8,279.27		8810
372					BIWEEKLY	3,144.01	3,302.17	3,464.73	3,637.58	3,821.20		
373					HRLY RATE	41.37	43.45	45.59	47.86	50.28		
374												
375	HOUSING & ECONOMIC DEVELOPMENT SPECIALIST I	K740	SEIU	2/9/2026	MONTHLY	8,682.42	9,113.15	9,575.69	10,050.97	10,549.61		9410
376					BIWEEKLY	4,007.27	4,206.07	4,419.55	4,638.91	4,869.05		
377					HRLY RATE	50.09	52.58	55.24	57.99	60.86		
378												
379	HOUSING & ECONOMIC DEVELOPMENT SPECIALIST II	K745	SEIU	2/9/2026	MONTHLY	9,551.30	10,025.49	10,531.54	11,055.63	11,608.37		9410
380					BIWEEKLY	4,408.29	4,627.15	4,860.71	5,102.60	5,357.71		
381					HRLY RATE	55.10	57.84	60.76	63.78	66.97		
382												
383	HOUSING LEADERSHIP MANAGER	C409	RCMEA	10/6/2025	MONTHLY	14,256.39				19,245.79		9410
384					BIWEEKLY	6,579.87				8,882.67		
385					HRLY RATE	82.25				111.03		
386												
387	HOUSING MANAGEMENT ANALYST I	C519	RCMEA	10/6/2025	MONTHLY	10,917.81				13,097.26		9410
388					BIWEEKLY	5,038.99				6,044.89		
389					HRLY RATE	62.99				75.56		
390												
391	HOUSING MANAGEMENT ANALYST II	C521	RCMEA	10/6/2025	MONTHLY	12,009.16				14,405.17		9410
392					BIWEEKLY	5,542.69				6,648.54		
393					HRLY RATE	69.28				83.11		
394												
395	HUMAN RESOURCES ANALYST I	C741	CONFIDENTIAL	10/6/2025	MONTHLY	9,587.35				11,505.48		8810
396					BIWEEKLY	4,424.93				5,310.22		
397					HRLY RATE	55.31				66.38		
398												
399	HUMAN RESOURCES ANALYST II	C742	CONFIDENTIAL	10/6/2025	MONTHLY	11,074.74				12,610.93		8810
400					BIWEEKLY	5,111.42				5,820.43		

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
401					HRLY RATE	63.89				72.76		
402												
403	HUMAN RESOURCES DIRECTOR	B190	EXEC. SERV.	12/1/2025	MONTHLY	16,983.94				22,928.17		9410
404					BIWEEKLY	7,838.74				10,582.23		
405					HRLY RATE	97.98				132.28		
406												
407	HUMAN RESOURCES MANAGER	C190	EXEC. SERV.	12/1/2025	MONTHLY	13,137.13				17,734.02		9410
408					BIWEEKLY	6,063.29				8,184.93		
409					HRLY RATE	75.79				102.31		
410												
411	HUMAN RESOURCES TECHNICIAN	C740	RCMEA	10/6/2025	MONTHLY	9,092.79				10,918.87		8810
412					BIWEEKLY	4,196.67				5,039.48		
413					HRLY RATE	52.46				62.99		
414												
415	HUMAN SERVICES MANAGER	E230	RCMEA	10/6/2025	MONTHLY	14,537.23				19,624.93		9410
416					BIWEEKLY	6,709.49				9,057.66		
417					HRLY RATE	83.87				113.22		
418												
419	HUMAN SERVICES SPECIALIST I	E210	SEIU	2/9/2026	MONTHLY	5,322.55	5,588.81	5,862.52	6,157.45	6,469.36		8810
420					BIWEEKLY	2,456.56	2,579.45	2,705.78	2,841.90	2,985.86		
421					HRLY RATE	30.71	32.24	33.82	35.52	37.32		
422												
423	HUMAN SERVICES SPECIALIST II	E220	SEIU	2/9/2026	MONTHLY	5,855.11	6,150.02	6,449.21	6,775.97	7,116.53		8810
424					BIWEEKLY	2,702.36	2,838.47	2,976.56	3,127.37	3,284.55		
425					HRLY RATE	33.78	35.48	37.21	39.09	41.06		
426												
427	HUMAN SERVICES SPECIALIST III	R230	SEIU	2/9/2026	MONTHLY	6,438.60	6,761.13	7,098.48	7,454.96	7,826.26		8810
428					BIWEEKLY	2,971.66	3,120.52	3,276.22	3,440.75	3,612.12		
429					HRLY RATE	37.15	39.01	40.95	43.01	45.15		
430												
431	INFORMATION TECHNOLOCY DIRECTOR	B136	EXEC. SERV.	12/1/2025	MONTHLY	16,983.94				22,928.17		9410
432					BIWEEKLY	7,838.74				10,582.23		
433					HRLY RATE	97.98				132.28		
434												
435	INFORMATION TECHNOLOGY MANAGER	C295	EXEC. SERV.	12/1/2025	MONTHLY	14,382.62				19,415.52		9410
436					BIWEEKLY	6,638.13				8,961.01		
437					HRLY RATE	82.98				112.01		
438												
439	JUVENILE AND FAMILY SERVICES SPECIALIST	C850	RCMEA	10/6/2025	MONTHLY	10,215.40				12,262.94		9410
440					BIWEEKLY	4,714.80				5,659.82		
441					HRLY RATE	58.94				70.75		
442												
443	LANDSCAPE ARCHITECT	C332	RCMEA	10/6/2025	MONTHLY	13,567.93				16,282.15		9410
444					BIWEEKLY	6,262.12				7,514.84		
445					HRLY RATE	78.28				93.94		
446												
447	LANDSCAPE EQUIPMENT OPERATOR	R705	SEIU	2/9/2026	MONTHLY	7,651.22	8,029.95	8,434.16	8,853.22	9,297.73		9420
448					BIWEEKLY	3,531.33	3,706.13	3,892.69	4,086.10	4,291.26		
449					HRLY RATE	44.14	46.33	48.66	51.08	53.64		
450												
451	LANDSCAPE GARDENER	R720	SEIU	2/9/2026	MONTHLY	7,032.70	7,379.62	7,749.86	8,138.17	8,540.26		9420
452					BIWEEKLY	3,245.86	3,405.98	3,576.86	3,756.08	3,941.66		
453					HRLY RATE	40.57	42.57	44.71	46.95	49.27		
454												
455	LANDSCAPE SUPERVISOR	C870	RCMEA	10/6/2025	MONTHLY	11,018.13				13,385.08		9410
456					BIWEEKLY	5,085.29				6,177.73		
457					HRLY RATE	63.57				77.22		
458												
459	LEAD EQUIPMENT MECHANIC	N500	SEIU	2/9/2026	MONTHLY	9,002.78	9,448.38	9,921.54	10,416.97	10,940.02		9420
460					BIWEEKLY	4,155.13	4,360.79	4,579.17	4,807.83	5,049.24		
461					HRLY RATE	51.94	54.51	57.24	60.10	63.12		
462												
463	LEAD LANDSCAPE GARDENER	R680	SEIU	2/9/2026	MONTHLY	7,730.78	8,118.00	8,526.46	8,950.80	9,395.34		9420
464					BIWEEKLY	3,568.05	3,746.77	3,935.29	4,131.14	4,336.31		
465					HRLY RATE	44.60	46.83	49.19	51.64	54.20		
466												
467	LEAD LIBRARIAN	L701	SEIU	2/9/2026	MONTHLY	8,346.11	8,769.35	9,207.55	9,665.87	10,151.77		8810
468					BIWEEKLY	3,852.05	4,047.39	4,249.64	4,461.17	4,685.43		
469					HRLY RATE	50.68	53.26	55.92	58.70	61.65		
470												
471	LEAD MAINTENANCE CUSTODIAN	N780	SEIU	2/9/2026	MONTHLY	6,439.66	6,763.25	7,103.81	7,456.00	7,829.45		9420
472					BIWEEKLY	2,972.15	3,121.50	3,278.68	3,441.23	3,613.59		
473					HRLY RATE	37.15	39.02	40.98	43.02	45.17		
474												
475	LEAD POLICE CLERK	E685	SEIU	2/9/2026	MONTHLY	7,261.87	7,622.57	8,005.55	8,405.50	8,824.57		8810
476					BIWEEKLY	3,351.63	3,518.11	3,694.87	3,879.46	4,072.88		
477					HRLY RATE	41.90	43.98	46.19	48.49	50.91		
478												
479	LEAD PUBLIC WORKS MAINTENANCE WORKER	M620	SEIU	2/9/2026	MONTHLY	8,035.26	8,434.16	8,854.28	9,298.79	9,760.29		9420
480					BIWEEKLY	3,708.58	3,892.69	4,086.59	4,291.75	4,504.75		
481					HRLY RATE	46.36	48.66	51.08	53.65	56.31		
482												
483	LEAD PUBLIC WORKS MAINTENANCE WORKER - WASTEWATER	M621	SEIU	2/9/2026	MONTHLY	8,194.40	8,601.78	9,030.36	9,480.21	9,953.36		9420
484					BIWEEKLY	3,782.03	3,970.05	4,167.86	4,375.48	4,593.86		
485					HRLY RATE	47.28	49.63	52.10	54.69	57.42		
486												
487	LEAD WATER RESOURCES TECHNICIAN	M825	SEIU	2/9/2026	MONTHLY	8,428.85	8,851.07	9,292.42	9,756.05	10,247.23		9420
488					BIWEEKLY	3,890.24	4,085.11	4,288.81	4,502.79	4,729.49		
489					HRLY RATE	48.63	51.06	53.61	56.28	59.12		
490												
491	LIBRARIAN I	L720	SEIU	2/9/2026	MONTHLY	7,476.89	7,857.24	8,247.85	8,652.50	9,090.34		8810
492					BIWEEKLY	3,450.87	3,626.42	3,806.70	3,993.46	4,195.54		
493					HRLY RATE	45.41	47.72	50.09	52.55	55.20		
494												
495	LIBRARIAN II	L700	SEIU	2/9/2026	MONTHLY	8,220.90	8,636.79	9,069.43	9,520.88	9,999.49		8810
496					BIWEEKLY	3,794.26	3,986.21	4,185.89	4,394.25	4,615.15		
497					HRLY RATE	49.92	52.45	55.08	57.82	60.73		
498												
499	LIBRARY ASSISTANT I	L780	SEIU	2/9/2026	MONTHLY	5,631.25	5,912.40	6,205.20	6,514.99	6,840.69		8810
500					BIWEEKLY	2,599.04	2,728.80	2,863.94	3,006.92	3,157.24		
501					HRLY RATE	34.20	35.91	37.68	39.56	41.54		
502												
503	LIBRARY ASSISTANT II	L760	SEIU	2/9/2026	MONTHLY	6,197.79	6,506.50	6,830.09	7,166.38	7,530.27		8810
504					BIWEEKLY	2,860.52	3,003.00	3,152.35	3,307.56	3,475.51		
505					HRLY RATE	37.64	39.51	41.48	43.52	45.73		
506												
507	LIBRARY DIRECTOR	B160	EXEC. SERV.	12/1/2025	MONTHLY	16,983.94				22,928.17		9410
508					BIWEEKLY	7,838.74				10,582.23		
509					HRLY RATE	97.98				132.28		
510												
511	LIBRARY DIVISION MANAGER	C531	RCMEA	10/6/2025	MONTHLY	12,969.52				15,560.22		8810
512					BIWEEKLY	5,985.93				7,181.64		
513					HRLY RATE	74.82				89.77		
514												
515	LIBRARY INFORMATION TECHNOLOGY TECHNICIAN	L805	SEIU	2/9/2026	MONTHLY	8,063.90	8,467.03	8,891.42	9,333.78	9,801.65		8810
516					BIWEEKLY	3,721.80	3,907.86	4,103.73	4,307.90	4,523.84		
517					HRLY RATE	48.97	51.42	54.00	56.68	59.52		
518												
519	LIBRARY PROGRAM SPECIALIST	L800	SEIU	2/9/2026	MONTHLY	8,224.10	8,637.85	9,072.81	9,522.63	10,002.18		8810
520					BIWEEKLY	3,795.74	3,986.70	4,187.45	4,395.06	4,616.39		
521					HRLY RATE	49.94	52.46	55.10	57.83	60.74		
522												
523	LIBRARY SERVICES SUPERVISOR	C661	RCMEA	10/6/2025	MONTHLY	11,284.80				13,540.26		8810
524					BIWEEKLY	5,208.37				6,249.35		
525					HRLY RATE	65.10				78.12		
526												
527	LITERACY TUTOR - STUDENT COORDINATOR	L690	SEIU	2/9/2026	MONTHLY	8,224.10	8,637.85	9,072.81	9,522.63	10,002.18		8810

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
528					BIWEEKLY	3,795.74	3,986.70	4,187.45	4,395.06	4,616.39		
529					HRLY RATE	49.94	52.46	55.10	57.83	60.74		
530												
531	MAINTENANCE CUSTODIAN	N770	SEIU	2/9/2026	MONTHLY	5,861.48	6,151.10	6,459.83	6,783.40	7,117.59		9420
532					BIWEEKLY	2,705.30	2,838.97	2,981.46	3,130.80	3,285.04		
533					HRLY RATE	33.82	35.49	37.27	39.14	41.06		
534												
535	MANAGEMENT ANALYST I	C513	RCMEA	10/6/2025	MONTHLY	10,917.81				13,097.26		9410
536					BIWEEKLY	5,038.99				6,044.89		
537					HRLY RATE	62.99				75.56		
538												
539	MANAGEMENT ANALYST I - CONFIDENTIAL	C514	CONFIDENTIAL	10/6/2025	MONTHLY	10,917.80				13,097.27		9410
540					BIWEEKLY	5,038.99				6,044.89		
541					HRLY RATE	62.99				75.56		
542												
543	MANAGEMENT ANALYST II	C516	RCMEA	10/6/2025	MONTHLY	12,009.16				14,405.17		9410
544					BIWEEKLY	5,542.69				6,648.54		
545					HRLY RATE	69.28				83.11		
546												
547	MANAGEMENT ANALYST II - CONFIDENTIAL	C517	CONFIDENTIAL	10/6/2025	MONTHLY	12,009.16				14,405.17		9410
548					BIWEEKLY	5,542.69				6,648.54		
549					HRLY RATE	69.28				83.11		
550												
551	PARALEGAL	C100	RCMEA	10/6/2025	MONTHLY	9,268.03				11,129.91		8810
552					BIWEEKLY	4,277.55				5,136.88		
553					HRLY RATE	53.47				64.21		
554												
555	PARKING ENFORCEMENT OFFICER I	E807	SEIU	2/9/2026	MONTHLY	4,871.66	5,112.49	5,368.16	5,636.56	5,921.96		9410
556					BIWEEKLY	2,248.46	2,359.61	2,477.61	2,601.49	2,733.21		
557					HRLY RATE	28.11	29.50	30.97	32.52	34.17		
558												
559	PARKING ENFORCEMENT OFFICER II	E810	SEIU	2/9/2026	MONTHLY	5,528.36	5,804.18	6,091.69	6,400.42	6,718.68		9410
560					BIWEEKLY	2,551.55	2,678.85	2,811.55	2,954.04	3,100.93		
561					HRLY RATE	31.89	33.49	35.14	36.93	38.76		
562												
563	PARKING METER COLLECTOR	E750	SEIU	2/9/2026	MONTHLY	5,528.36	5,804.18	6,091.69	6,400.42	6,718.68		9410
564					BIWEEKLY	2,551.55	2,678.85	2,811.55	2,954.04	3,100.93		
565					HRLY RATE	31.89	33.49	35.14	36.93	38.76		
566												
567	PARKING/TDM MANAGER	C543	RCMEA	10/6/2025	MONTHLY	12,060.32				14,472.81		8810
568					BIWEEKLY	5,566.30				6,679.76		
569					HRLY RATE	69.58				83.50		
570												
571	PARKS & RECREATION PROGRAM ASSISTANT I	E935	SEIU	2/9/2026	MONTHLY	6,007.86	6,308.12	6,625.32	6,956.32	7,304.29		9410
572					BIWEEKLY	2,772.86	2,911.44	3,057.84	3,210.61	3,371.21		
573					HRLY RATE	34.66	36.39	38.22	40.13	42.14		
574												
575	PARKS & RECREATION PROGRAM ASSISTANT II	E940	SEIU	2/9/2026	MONTHLY	6,677.30	7,010.42	7,361.58	7,728.67	8,115.88		9410
576					BIWEEKLY	3,081.83	3,235.58	3,397.65	3,567.08	3,745.79		
577					HRLY RATE	38.52	40.44	42.47	44.59	46.82		
578												
579	PARKS, RECREATION & COMMUNITY SERVICES DIRECTOR	B140	EXEC. SERV.	12/1/2025	MONTHLY	17,867.68				24,121.67		9410
580					BIWEEKLY	8,246.62				11,133.08		
581					HRLY RATE	103.08				139.16		
582												
583	PARKS, RECREATION & COMMUNITY SERVICES MANAGER	C400	RCMEA	10/6/2025	MONTHLY	13,190.39				15,825.64		9410
584					BIWEEKLY	6,087.87				7,304.14		
585					HRLY RATE	76.10				91.30		
586												
587	PAYROLL SUPERVISOR	C447	CONFIDENTIAL	10/6/2025	MONTHLY	11,791.90				14,146.04		9410
588					BIWEEKLY	5,442.42				6,528.94		
589					HRLY RATE	68.03				81.61		
590												
591	PERMITS TECHNICIAN	E540	SEIU	2/9/2026	MONTHLY	7,952.49	8,356.70	8,769.41	9,208.62	9,667.99		8810
592					BIWEEKLY	3,670.38	3,856.94	4,047.42	4,250.13	4,462.15		
593					HRLY RATE	45.88	48.21	50.59	53.13	55.78		
594												
595	PLAN CHECK ENGINEER	C330	RCMEA	10/6/2025	MONTHLY	13,882.94				16,660.37		9410
596					BIWEEKLY	6,407.51				7,689.40		
597					HRLY RATE	80.09				96.12		
598												
599	PLAN CHECKER	H780	SEIU	2/9/2026	MONTHLY	10,509.27	11,036.55	11,586.10	12,165.36	12,775.36		9410
600					BIWEEKLY	4,850.43	5,093.79	5,347.43	5,614.78	5,896.32		
601					HRLY RATE	60.63	63.67	66.84	70.18	73.70		
602												
607	POLICE CAPTAIN	C241	EXEC. SERV.	12/1/2025	MONTHLY	20,282.28				27,395.64		7720
608					BIWEEKLY	9,361.05				12,644.14		
609					HRLY RATE	117.01				158.05		
610												
611	POLICE CHIEF	B120	EXEC. SERV.	12/1/2025	MONTHLY	22,310.51				30,135.17		7720
612					BIWEEKLY	10,297.16				13,908.54		
613					HRLY RATE	128.71				173.86		
614												
615	POLICE CLERK	E690	SEIU	2/9/2026	MONTHLY	6,606.23	6,932.99	7,277.77	7,645.91	8,023.58		8810
616					BIWEEKLY	3,049.03	3,199.84	3,358.97	3,528.88	3,703.19		
617					HRLY RATE	38.11	40.00	41.99	44.11	46.29		
618												
619	POLICE EVIDENCE & PROPERTY CLERK	E605	SEIU	2/9/2026	MONTHLY	6,606.23	6,932.99	7,277.77	7,645.91	8,023.58		8810
620					BIWEEKLY	3,049.03	3,199.84	3,358.97	3,528.88	3,703.19		
621					HRLY RATE	38.11	40.00	41.99	44.11	46.29		
622												
623	POLICE EVIDENCE & PROPERTY ROOM LEAD	E610	SEIU	2/9/2026	MONTHLY	10,166.61	10,674.78	11,206.28	11,764.33	12,358.43		8810
624					BIWEEKLY	4,692.28	4,926.82	5,172.13	5,429.69	5,703.89		
625					HRLY RATE	58.65	61.59	64.65	67.87	71.30		
626												
631	POLICE LIEUTENANT I	C315	PSA	8/25/2025	MONTHLY	17,756.40	18,644.95	19,575.70	20,555.32	21,582.71		7720
632					BIWEEKLY	8,195.26	8,605.36	9,034.94	9,487.07	9,961.25		
633					HRLY RATE	102.44	107.57	112.94	118.59	124.52		
634												
639	POLICE LIEUTENANT II	C314	PSA	8/25/2025	MONTHLY	18,200.31	19,111.07	20,065.10	21,069.20	22,122.28		7720
640					BIWEEKLY	8,400.14	8,820.49	9,260.81	9,724.25	10,210.28		
641					HRLY RATE	105.00	110.26	115.76	121.55	127.63		
642												
647	POLICE LIEUTENANT III	C313	PSA	8/25/2025	MONTHLY	18,644.22	19,577.19	20,554.49	21,583.08	22,661.84		7720
648					BIWEEKLY	8,605.02	9,035.63	9,486.69	9,961.42	10,459.31		
649					HRLY RATE	107.56	112.95	118.58	124.52	130.74		
650												
651	POLICE OFFICER I	P700	POLICE	8/25/2025	MONTHLY	12,328.51	12,941.61	13,589.14	14,268.87	14,987.48		7720
652					BIWEEKLY	5,690.08	5,973.05	6,271.91	6,585.63	6,917.30		
653					HRLY RATE	71.13	74.66	78.40	82.32	86.47		
654												
659	POLICE OFFICER II	P710	POLICE	8/25/2025	MONTHLY	12,636.72	13,265.16	13,928.85	14,625.59	15,362.17		7720
660					BIWEEKLY	5,832.33	6,122.38	6,428.70	6,750.27	7,090.23		
661					HRLY RATE	72.90	76.53	80.36	84.38	88.63		
662												
667	POLICE OFFICER III	P711	POLICE	8/25/2025	MONTHLY	12,944.95	13,588.71	14,268.58	14,982.33	15,736.87		7720
668					BIWEEKLY	5,974.59	6,271.71	6,585.50	6,914.92	7,263.17		
669					HRLY RATE	74.68	78.40	82.32	86.44	90.79		
670												
671	POLICE OFFICER TRAINEE	P750	POLICE	9/8/2025	MONTHLY	12,328.51	12,941.61	13,589.14				7720
672					BIWEEKLY	5,690.08	5,973.05	6,271.91				
673					HRLY RATE	71.13	74.66	78.40				
674												
679	POLICE SERGEANT I	P601	PSA	8/25/2025	MONTHLY	14,795.32	15,537.28	16,313.64	17,128.89	17,985.20		7720
680					BIWEEKLY	6,828.61	7,171.05	7,529.37	7,905.64	8,300.86		
681					HRLY RATE	85.36	89.64	94.12	98.82	103.76		
682												

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
687	POLICE SERGEANT II	P602	PSA	8/25/2025	MONTHLY	15,165.20	15,925.71	16,721.48	17,557.11	18,434.83		7720
688					BIWEEKLY	6,999.33	7,350.33	7,717.60	8,103.28	8,508.38		
689					HRLY RATE	87.49	91.88	96.47	101.29	106.35		
690												
691	POLICE SERGEANT III	P603	PSA	8/25/2025	MONTHLY	15,535.09	16,314.14	17,129.32	17,985.33	18,884.46		7720
692					BIWEEKLY	7,170.04	7,529.60	7,905.84	8,300.92	8,715.90		
693					HRLY RATE	89.63	94.12	98.82	103.76	108.95		
694												
695	PRINCIPAL ANALYST - ADMINISTRATIVE SERVICES	C363	CONFIDENTIAL	10/6/2025	MONTHLY	13,007.69				15,605.85		9410
696					BIWEEKLY	6,003.55				7,202.70		
697					HRLY RATE	75.04				90.03		
698												
699	PRINCIPAL ANALYST - WORKERS COMPENSATION	C535	CONFIDENTIAL	10/6/2025	MONTHLY	13,007.69				15,605.85		8810
700					BIWEEKLY	6,003.55				7,202.70		
701					HRLY RATE	75.04				90.03		
702												
703	PRINCIPAL PLANNER	C325	RCMEA	10/6/2025	MONTHLY	13,881.88				16,659.31		8810
704					BIWEEKLY	6,407.02				7,688.91		
705					HRLY RATE	80.09				96.11		
706												
707	PROJECT READ AIDE	E916	SEIU	3/9/2026	MONTHLY	4,506.67	4,732.00	4,969.47	5,217.33	5,477.33		8810
708					BIWEEKLY	2,080.00	2,184.00	2,293.60	2,408.00	2,528.00		
709					HRLY RATE	26.00	27.30	28.67	30.10	31.60		
710												
711	PROJECT READ ASSISTANT	E915	SEIU	2/9/2026	MONTHLY	6,441.78	6,765.37	7,103.79	7,462.37	7,831.57		8810
712					BIWEEKLY	2,973.13	3,122.48	3,278.67	3,444.17	3,614.57		
713					HRLY RATE	37.16	39.03	40.98	43.05	45.18		
714												
715	PUBLIC SAFETY COMMUNICATIONS DISPATCHER	E670	SEIU	2/9/2026	MONTHLY	9,240.44	9,698.76	10,191.00	10,699.17	11,234.93		8810
716					BIWEEKLY	4,264.82	4,476.35	4,703.54	4,938.08	5,185.35		
717					HRLY RATE	53.31	55.95	58.79	61.73	64.82		
718												
719	PUBLIC SAFETY COMMUNICATIONS LEAD DISPATCHER	E675	SEIU	2/9/2026	MONTHLY	10,166.61	10,674.78	11,206.28	11,764.33	12,358.43		8810
720					BIWEEKLY	4,692.28	4,926.82	5,172.13	5,429.69	5,703.89		
721					HRLY RATE	58.65	61.59	64.65	67.87	71.30		
722												
723	PUBLIC WORKS FIELD SUPERVISOR	C837	RCMEA	10/6/2025	MONTHLY	10,805.25				13,126.51		9410
724					BIWEEKLY	4,987.04				6,058.39		
725					HRLY RATE	62.34				75.73		
726												
727	PUBLIC WORKS MAINTENANCE WORKER I	M775	SEIU	2/9/2026	MONTHLY	6,616.83	6,947.83	7,295.82	7,659.71	8,044.81		9420
728					BIWEEKLY	3,053.92	3,206.69	3,367.30	3,535.25	3,712.99		
729					HRLY RATE	38.17	40.08	42.09	44.19	46.41		
730												
731	PUBLIC WORKS MAINTENANCE WORKER I - WASTEWATER	M776	SEIU	2/9/2026	MONTHLY	6,749.45	7,083.61	7,439.03	7,814.58	8,202.87		9420
732					BIWEEKLY	3,115.13	3,269.36	3,433.40	3,606.73	3,785.94		
733					HRLY RATE	38.94	40.87	42.92	45.08	47.32		
734												
735	PUBLIC WORKS MAINTENANCE WORKER II	M735	SEIU	2/9/2026	MONTHLY	7,282.02	7,648.03	8,023.58	8,426.73	8,848.97		9420
736					BIWEEKLY	3,360.93	3,529.86	3,703.19	3,889.26	4,084.14		
737					HRLY RATE	42.01	44.12	46.29	48.62	51.05		
738												
739	PUBLIC WORKS MAINTENANCE WORKER II - WASTEWATER	M736	SEIU	2/9/2026	MONTHLY	7,427.38	7,796.56	8,183.78	8,595.43	9,021.89		9420
740					BIWEEKLY	3,428.02	3,598.41	3,777.13	3,967.12	4,163.95		
741					HRLY RATE	42.85	44.98	47.21	49.59	52.05		
742												
743	PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR	M700	SEIU	2/9/2026	MONTHLY	7,651.19	8,029.97	8,434.16	8,853.20	9,297.73		9420
744					BIWEEKLY	3,531.32	3,706.14	3,892.69	4,086.09	4,291.26		
745					HRLY RATE	44.14	46.33	48.66	51.08	53.64		
746												
747	PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR - WASTEWATER	M701	SEIU	2/9/2026	MONTHLY	7,803.99	8,190.15	8,601.78	9,029.32	9,479.15		9420
748					BIWEEKLY	3,601.84	3,780.07	3,970.05	4,167.38	4,374.99		
749					HRLY RATE	45.02	47.25	49.63	52.09	54.69		
750												
751	PUBLIC WORKS SERVICES DIRECTOR	B200	EXEC. SERV.	12/1/2025	MONTHLY	17,475.16				23,591.23		9410
752					BIWEEKLY	8,065.46				10,888.26		
753					HRLY RATE	100.82				136.10		
754												
755	PUBLIC WORKS SUPERINTENDENT	C525	RCMEA	10/6/2025	MONTHLY	14,440.99				17,335.09		9420
756					BIWEEKLY	6,665.07				8,000.81		
757					HRLY RATE	83.31				100.01		
758												
759	REAL PROPERTY MANAGER	C544	RCMEA	10/6/2025	MONTHLY	11,020.62				13,225.18		9410
760					BIWEEKLY	5,086.44				6,103.93		
761					HRLY RATE	63.58				76.30		
762												
763	RECORDS SUPERVISOR	C570	RCMEA	10/6/2025	MONTHLY	10,339.53				12,552.56		8810
764					BIWEEKLY	4,772.09				5,793.49		
765					HRLY RATE	59.65				72.42		
766												
767	RECREATION & COMMUNITY SERVICES PROGRAM COORDINATOR	E930	SEIU - TERM	2/9/2026	MONTHLY	7,855.97	8,247.44	8,661.19	9,092.98	9,549.17		9410
768					BIWEEKLY	3,625.83	3,806.51	3,997.47	4,196.76	4,407.31		
769					HRLY RATE	45.32	47.58	49.97	52.46	55.09		
770												
771	RECREATION PROGRAM COORDINATOR/SPECIAL EVENTS	E920	SEIU	2/9/2026	MONTHLY	8,228.33	8,642.08	9,076.02	9,530.06	10,003.22		9410
772					BIWEEKLY	3,797.69	3,988.65	4,188.93	4,398.49	4,616.87		
773					HRLY RATE	47.47	49.86	52.36	54.98	57.71		
774												
775	RECREATION SPECIALIST I	R765	SEIU	2/9/2026	MONTHLY	3,373.65	3,542.35	3,720.60	3,906.26			9410
776					BIWEEKLY	1,557.07	1,634.93	1,717.20	1,802.89			
777					HRLY RATE	19.46	20.44	21.47	22.54			
778												
779	RECREATION SPECIALIST II	R766	SEIU	2/9/2026	MONTHLY	4,027.18	4,228.75	4,440.93				9410
780					BIWEEKLY	1,858.70	1,951.73	2,049.66				
781					HRLY RATE	23.23	24.40	25.62				
782												
783	RECREATION SPECIALIST III	R767	SEIU	2/9/2026	MONTHLY	4,569.28	4,797.39	5,036.09				9410
784					BIWEEKLY	2,108.90	2,214.18	2,324.35				
785					HRLY RATE	26.36	27.68	29.05				
786												
787	RECREATION SUPERVISOR	C500	RCMEA	10/6/2025	MONTHLY	10,642.73				12,768.49		9410
788					BIWEEKLY	4,912.03				5,893.15		
789					HRLY RATE	61.40				73.66		
790												
791	REVENUE SERVICES MANAGER	C480	RCMEA	10/6/2025	MONTHLY	14,116.33				16,933.02		9410
792					BIWEEKLY	6,515.23				7,815.24		
793					HRLY RATE	81.44				97.69		
794												
795	SECRETARY	E600	SEIU	2/9/2026	MONTHLY	7,114.40	7,471.90	7,837.92	8,229.41	8,645.28		8810
796					BIWEEKLY	3,283.57	3,448.57	3,617.50	3,798.19	3,990.13		
797					HRLY RATE	41.04	43.11	45.22	47.48	49.88		
798												
799	SENIOR ACCOUNTANT	C445	RCMEA	10/6/2025	MONTHLY	11,791.91				14,146.04		9410
800					BIWEEKLY	5,442.42				6,528.94		
801					HRLY RATE	68.03				81.61		
802												
803	SENIOR ASSISTANT CITY ATTORNEY	C414	EXEC. SERV.	12/1/2025	MONTHLY	16,276.33				21,971.26		9410
804					BIWEEKLY	7,512.15				10,140.58		
805					HRLY RATE	93.90				126.76		
806												
807	SENIOR BUILDING INSPECTOR	K700	RCMEA	10/6/2025	MONTHLY	11,818.41				14,370.96		9410
808					BIWEEKLY	5,454.65				6,632.75		
809					HRLY RATE	68.18				82.91		
810												
811	SENIOR BUILDING MAINTENANCE WORKER	N630	SEIU	2/9/2026	MONTHLY	8,498.88	8,930.65	9,377.29	9,844.08	10,333.18		9420
812					BIWEEKLY	3,922.56	4,121.84	4,327.98	4,543.42	4,769.16		
813					HRLY RATE	49.03	51.52	54.10	56.79	59.61		

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
814												
815	SENIOR CIVIL ENGINEER	C310	RCMEA	10/6/2025	MONTHLY	14,714.68				17,657.62		9410
816					BIWEEKLY	6,791.39				8,149.67		
817					HRLY RATE	84.89				101.87		
818												
819	SENIOR CONSTRUCTION TECHNICIAN	N815	SEIU	2/9/2026	MONTHLY	10,699.17	11,234.93	11,796.14	12,386.01	13,007.69		8810
820					BIWEEKLY	4,938.08	5,185.35	5,444.37	5,716.62	6,003.55		
821					HRLY RATE	61.73	64.82	68.05	71.46	75.04		
822												
823	SENIOR CRAFTS SPECIALIST	R675	SEIU	2/9/2026	MONTHLY	7,730.78	8,118.00	8,526.46	8,950.80	9,395.34		9420
824					BIWEEKLY	3,568.05	3,746.77	3,935.29	4,131.14	4,336.31		
825					HRLY RATE	44.60	46.83	49.19	51.64	54.20		
826												
827	SENIOR ENDPOINT & INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST	C642	RCMEA	10/6/2025	MONTHLY	12,596.07				15,113.58		8810
828					BIWEEKLY	5,813.57				6,975.50		
829					HRLY RATE	72.67				87.19		
830												
831	SENIOR ENGINEERING TECHNICIAN	G680	SEIU	2/9/2026	MONTHLY	9,551.30	10,025.49	10,531.54	11,055.63	11,608.37		9410
832					BIWEEKLY	4,408.29	4,627.15	4,860.71	5,102.60	5,357.71		
833					HRLY RATE	55.10	57.84	60.76	63.78	66.97		
834												
835	SENIOR HUMAN RESOURCES ANALYST	C512	CONFIDENTIAL	10/6/2025	MONTHLY	11,825.84				14,185.30		9410
836					BIWEEKLY	5,458.08				6,547.06		
837					HRLY RATE	68.23				81.84		
838												
839	SENIOR LIBRARY ASSISTANT	L745	SEIU	2/9/2026	MONTHLY	6,812.02	7,154.70	7,506.92	7,881.42	8,279.27		8810
840					BIWEEKLY	3,144.01	3,302.17	3,464.73	3,637.58	3,821.20		
841					HRLY RATE	41.37	43.45	45.59	47.86	50.28		
842												
843	SENIOR LIBRARY PAGE	E910	SEIU	2/9/2026	MONTHLY	3,353.22	3,513.36	3,696.88	3,882.60	4,077.26		8810
844					BIWEEKLY	1,547.64	1,621.55	1,706.25	1,791.97	1,881.81		
845					HRLY RATE	19.35	20.27	21.33	22.40	23.52		
846												
847	SENIOR PLANNER	C320	RCMEA	10/6/2025	MONTHLY	12,621.53				15,147.54		9410
848					BIWEEKLY	5,825.32				6,991.17		
849					HRLY RATE	72.82				87.39		
850												
851	SENIOR PROJECT MANAGER	C432	RCMEA	10/6/2025	MONTHLY	13,728.04				16,474.73		9410
852					BIWEEKLY	6,336.02				7,603.72		
853					HRLY RATE	79.20				95.05		
854												
855	SENIOR SOFTWARE DEVELOPMENT & APPLICATION SUPPORT ANALYST	C641	RCMEA	10/6/2025	MONTHLY	12,596.07				15,113.58		8810
856					BIWEEKLY	5,813.57				6,975.50		
857					HRLY RATE	72.67				87.19		
858												
859	SENIOR TRANSPORTATION COORDINATOR	C333	RCMEA	10/6/2025	MONTHLY	14,714.70				17,657.64		9410
860					BIWEEKLY	6,791.40				8,149.68		
861					HRLY RATE	84.89				101.87		
862												
863	SENIOR TRANSPORTATION PLANNER	H650	SEIU	2/9/2026	MONTHLY	11,906.48	12,503.77	13,127.57	13,784.27	14,472.81		9410
864					BIWEEKLY	5,495.30	5,770.97	6,058.88	6,361.97	6,679.76		
865					HRLY RATE	68.69	72.14	75.74	79.52	83.50		
866												
867	SOFTWARE DEVELOPMENT & APPLICATION SUPPORT ANALYST I	C681	RCMEA	10/6/2025	MONTHLY	10,403.21				12,487.84		8810
868					BIWEEKLY	4,801.48				5,763.62		
869					HRLY RATE	60.02				72.05		
870												
871	SOFTWARE DEVELOPMENT & APPLICATION SUPPORT ANALYST II	C691	RCMEA	10/6/2025	MONTHLY	11,449.23				13,740.81		8810
872					BIWEEKLY	5,284.26				6,341.91		
873					HRLY RATE	66.05				79.27		
874												
875	SPECIALIST LIBRARIAN	L590	SEIU	2/9/2026	MONTHLY	8,637.87	9,065.42	9,522.63	10,002.16	10,498.65		8810
876					BIWEEKLY	3,986.71	4,184.04	4,395.06	4,616.38	4,845.53		
877					HRLY RATE	52.46	55.05	57.83	60.74	63.76		
878												
879	SUPERVISING INFORMATION TECHNOLOGY ANALYST	C645	RCMEA	10/6/2025	MONTHLY	14,711.49				17,651.25		9410
880					BIWEEKLY	6,789.92				8,146.73		
881					HRLY RATE	84.87				101.83		
882												
883	SUPERVISING CIVIL ENGINEER	C220	RCMEA	10/6/2025	MONTHLY	16,189.33				19,422.95		9410
884					BIWEEKLY	7,472.00				8,964.44		
885					HRLY RATE	93.40				112.06		
886												
887	TRANSPORTATION MANAGER	H651	RCMEA	3/9/2026	MONTHLY	15,268.93				18,324.80		9410
888					BIWEEKLY	7,047.20				8,457.60		
889					HRLY RATE	88.09				105.72		
890												
891												
892	TREE MAINTENANCE WORKER I	R710	SEIU	2/9/2026	MONTHLY	6,690.02	7,026.33	7,367.95	7,741.41	8,129.90		9420
893					BIWEEKLY	3,087.70	3,242.92	3,400.59	3,572.96	3,752.26		
894					HRLY RATE	38.60	40.54	42.51	44.66	46.90		
895												
896	TREE MAINTENANCE WORKER II	R730	SEIU	2/9/2026	MONTHLY	7,361.58	7,730.78	8,112.72	8,525.40	8,950.80		9420
897					BIWEEKLY	3,397.65	3,568.05	3,744.33	3,934.80	4,131.14		
898					HRLY RATE	42.47	44.60	46.80	49.19	51.64		
899												
900	TREE MAINTENANCE LEADER	R690	SEIU	2/9/2026	MONTHLY	8,091.48	8,495.70	8,925.35	9,366.70	9,837.73		9420
901					BIWEEKLY	3,734.53	3,921.09	4,119.39	4,323.09	4,540.49		
902					HRLY RATE	46.68	49.01	51.49	54.04	56.76		
903												
904	UTILITIES FIELD SUPERVISOR	C520	RCMEA	10/6/2025	MONTHLY	12,027.43				14,430.37		9410
905					BIWEEKLY	5,551.12				6,660.17		
906					HRLY RATE	69.39				83.25		
907												
908	UTILITIES SPECIALIST	M690	SEIU	2/9/2026	MONTHLY	9,272.27	9,739.06	10,224.96	10,739.50	11,275.25		9420
909					BIWEEKLY	4,279.51	4,494.95	4,719.21	4,956.69	5,203.96		
910					HRLY RATE	53.49	56.19	58.99	61.96	65.05		
911												
912	UTILITIES SPECIALIST - WASTEWATER	M691	SEIU	2/9/2026	MONTHLY	9,459.00	9,933.21	10,426.52	10,950.62	11,492.74		9420
913					BIWEEKLY	4,365.69	4,584.56	4,812.24	5,054.13	5,304.34		
914					HRLY RATE	54.57	57.31	60.15	63.18	66.30		
915												
916	UTILITIES WORKER	M680	SEIU	2/9/2026	MONTHLY	8,428.85	8,851.07	9,292.42	9,756.05	10,247.23		9420
917					BIWEEKLY	3,890.24	4,085.11	4,288.81	4,502.79	4,729.49		
918					HRLY RATE	48.63	51.06	53.61	56.28	59.12		
919												
920	UTILITIES WORKER - WASTEWATER	M681	SEIU	2/9/2026	MONTHLY	8,598.59	9,025.08	9,475.96	9,948.06	10,451.98		9420
921					BIWEEKLY	3,968.58	4,165.42	4,373.52	4,591.41	4,823.99		
922					HRLY RATE	49.61	52.07	54.67	57.39	60.30		
923												
924	UTILITY LOCATOR	M650	SEIU	2/9/2026	MONTHLY	8,035.26	8,434.16	8,854.28	9,298.79	9,760.29		9420
925					BIWEEKLY	3,708.58	3,892.69	4,086.59	4,291.75	4,504.75		
926					HRLY RATE	46.36	48.66	51.08	53.65	56.31		
927												
928	WATER QUALITY SPECIALIST	M810	SEIU	2/9/2026	MONTHLY	9,272.27	9,739.06	10,224.96	10,739.50	11,275.25		9420
929					BIWEEKLY	4,279.51	4,494.95	4,719.21	4,956.69	5,203.96		
930					HRLY RATE	53.49	56.19	58.99	61.96	65.05		
931												
932	WATER RESOURCES SPECIALIST	M820	SEIU	2/9/2026	MONTHLY	9,272.27	9,739.06	10,224.96	10,739.50	11,275.25		9420
933					BIWEEKLY	4,279.51	4,494.95	4,719.21	4,956.69	5,203.96		
934					HRLY RATE	53.49	56.19	58.99	61.96	65.05		
935												
936	WATER RESOURCES TECHNICIAN	M830	SEIU	2/9/2026	MONTHLY	7,427.38	7,801.86	8,183.78	8,595.43	9,027.20		9420
937					BIWEEKLY	3,428.02	3,600.86	3,777.13	3,967.12	4,166.40		
938					HRLY RATE	42.85	45.01	47.21	49.59	52.08		
939												
940												
941												
942												
943												
944												

EXHIBIT B

CITY OF REDWOOD CITY
SALARY RANGES
UPDATED 6-22-2026

	A	B	C	D	E	F	G	H	I	J	K	L
945	WEEKLY HOURLY RATE=											
946	38 HOURS FOR LIBRARY PERSONNEL											
947	56 HOURS FOR FIRE SHIFT PERSONNEL											
948	40 HOURS FOR ALL OTHER PERSONNEL											
949												
950												
951												
952												
953												
954												
955	X CLASSIFICATIONS											
956												
957												
958	MANAGERIAL / PROFESSIONAL LEVEL I	X111	NOT REPRESENTED	7/1/2017	MONTHLY	4,333.00				6,933.00		9410
959					BIWEEKLY	1,999.85				3,199.85		
960					HRLY RATE	25.00				40.00		
961												
962	MANAGERIAL / PROFESSIONAL LEVEL II	X110	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
963					BIWEEKLY	2,800.15				4,399.85		
964					HRLY RATE	35.00				55.00		
965												
970	OFFICE CLERICAL LEVEL I	X150	NOT REPRESENTED	1/1/2026	MONTHLY	3,232.67				6,066.67		8810
971					BIWEEKLY	1,492.00				2,800.00		
972					HRLY RATE	18.65				35.00		
973												
974	OFFICE CLERICAL LEVEL II	X151	NOT REPRESENTED	12/16/2024	MONTHLY	6,066.67				13,866.67		8810
975					BIWEEKLY	2,800.00				6,400.00		
976					HRLY RATE	35.00				80.00		
977												
978	OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL I	X105	NOT REPRESENTED	7/1/2017	MONTHLY	6,933.00				10,400.00		9410
979					BIWEEKLY	3,199.85				4,800.00		
980					HRLY RATE	40.00				60.00		
981												
982	OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II	X104	NOT REPRESENTED	7/1/2017	MONTHLY	9,533.00				13,867.00		9410
983					BIWEEKLY	4,400.00				6,400.15		
984					HRLY RATE	55.00				80.00		
985												
986	OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL III	X103	NOT REPRESENTED	7/1/2017	MONTHLY	13,867.00				29,466.00		9410
987					BIWEEKLY	6,400.15				13,599.69		
988					HRLY RATE	80.00				170.00		
989												
994	PARAPROFESSIONAL	X140	NOT REPRESENTED	1/1/2026	MONTHLY	3,232.67				6,413.00		9410
995					BIWEEKLY	1,492.00				2,959.85		
996					HRLY RATE	18.65				37.00		
997												
998	PROTECTIVE SERVICE	X130	NOT REPRESENTED	1/1/2026	MONTHLY	3,232.67				11,267.00		7706
999					BIWEEKLY	1,492.00				5,200.15		
1000					HRLY RATE	18.65				65.00		
1001												
1006	SERVICE MAINTENANCE	X170	NOT REPRESENTED	1/1/2026	MONTHLY	3,232.67				5,027.00		9420
1007					BIWEEKLY	1,492.00				2,320.15		
1008					HRLY RATE	18.65				29.00		
1009												
1010	SKILLED CRAFT	X160	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,933.00		9420
1011					BIWEEKLY	1,600.15				3,199.85		
1012					HRLY RATE	20.00				40.00		
1013												
1014	TECHNICAL LEVEL I	X121	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,067.00		9410
1015					BIWEEKLY	1,600.15				2,800.15		
1016					HRLY RATE	20.00				35.00		
1017												
1018	TECHNICAL LEVEL II	X120	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
1019					BIWEEKLY	2,800.15				4,399.85		
1020					HRLY RATE	35.00				55.00		

REVENUES	Revised Budget*	Revised Forecast (February)	Revised Forecast (April)	Period 0 (Technical Accounting Adjustments)	July	August	September	October	November	December	January	February	March	April	May	June	Period 13 (Technical Accounting Adjustments)	YTD Total	% of Revised Forecast Through March
Property Taxes (incl VLF backfill)																			
FY 25-26	**82,443,669**	**83,210,559**	**86,000,000**	(9,369,231)	-	9,445,496	32,367	2,669,912	2,730,317	31,773,601	11,043,512	37,860	2,677,987					**51,041,821**	**61.3%**
FY 24-25	**82,567,297**			(8,708,622)	-	8,715,447	9,465	1,219,207	2,520,577	30,257,452	10,118,206	70,600	2,776,199	17,181,168	7,181,926	1,183,047	9,369,231	**81,893,903**	**59.9%** (backing out vlf backfill)
FY 24-25 Percent of Total Budget				*-10.5%*	*0.0%*	*10.6%*	*0.0%*	*1.5%*	*3.1%*	*36.6%*	*12.3%*	*0.1%*	*3.4%*	*20.8%*	*8.7%*	*1.4%*	*11.3%*	***99.2%***	
Sales Tax																			
FY 25-26	**37,724,144**	**36,291,755**	**36,435,198**	(6,333,541)	3,529,025	2,804,516	3,034,609	3,715,680	2,646,369	3,114,183	3,100,778	3,428,192	2,692,072					**21,731,883**	**59.9%**
FY 24-25	**38,232,000**			(3,416,133)	3,416,133	-	2,999,929	3,129,208	3,250,110	2,984,654	2,955,331	4,275,908	2,755,690	2,676,374	3,272,743	3,033,720	6,333,541	**37,667,208**	**59.3%**
FY 24-25 Percent of Total Budget				*-8.9%*	*8.9%*	*0.0%*	*7.8%*	*8.2%*	*8.5%*	*7.8%*	*7.7%*	*11.2%*	*7.2%*	*7.0%*	*8.6%*	*7.9%*	*16.6%*	***98.5%***	
Other Taxes																			
FY 25-26	**15,027,112**	**15,427,112**	**15,000,000**	(1,124,666)	4,805,470	846,043	1,188,042	133,263	344,377	1,368,643	752,324	803,059	783,207					**9,899,762**	**64.2%**
FY 24-25	**12,373,617**			(619,574)	3,124,620	869,168	551,756	1,099,287	692,984	795,988	527,459	755,399	639,146	1,764,503	737,603	430,490	1,124,666	**12,493,495**	**67.5%**
FY 24-25 Percent of Total Budget				*-5.0%*	*25.3%*	*7.0%*	*4.5%*	*8.9%*	*5.6%*	*6.4%*	*4.3%*	*6.1%*	*5.2%*	*14.3%*	*6.0%*	*3.5%*	*9.1%*	***101.0%***	
Licenses and Permits																			
FY 25-26	**5,689,094**	**7,500,000**	**6,200,000**	429,155	616,196	452,550	420,914	712,776	857,386	377,496	457,804	615,817	432,356					**5,372,450**	**71.6%**
FY 24-25	**5,704,594**			-	223,747	616,570	454,311	576,156	1,166,195	796,354	741,208	490,051	326,193	775,503	406,596	348,789	(429,155)	**6,492,518**	**83.0%**
FY 24-25 Percent of Total Budget				*0.0%*	*3.9%*	*10.8%*	*8.0%*	*10.1%*	*20.4%*	*14.0%*	*13.0%*	*8.6%*	*5.7%*	*13.6%*	*7.1%*	*6.1%*	*-7.5%*	***113.8%***	
Fines and Forfeitures																			
FY 25-26	**422,000**	**450,000**	**450,000**	(54,430)	59,741	927,602	58,804	(853,003)	62,233	70,049	11,834	192,731	78,273					**553,834**	**123.1%**
FY 24-25	**402,000**			(46,430)	51,998	33,094	47,110	24,332	40,336	28,583	12,153	37,226	19,925	31,908	44,934	2,114	54,430	**381,713**	**65.1%**
FY 24-25 Percent of Total Budget				*-11.5%*	*12.9%*	*8.2%*	*11.7%*	*6.1%*	*10.0%*	*7.1%*	*3.0%*	*9.3%*	*5.0%*	*7.9%*	*11.2%*	*0.5%*	*13.5%*	***95.0%***	
Interest Earnings/Rentals																			
FY 25-26	**7,000,000**	**7,000,000**	**6,000,000**	(2,674,210)	2,603,942	173,541	198,894	290,331	109,621	190,007	282,725	187,641	246,902					**1,609,394**	**23.0%**
FY 24-25	**2,708,994**			(2,654,649)	2,177,779	506,111	223,448	2,071,215	253,679	(1,866,008)	1,786,353	926,548	(2,071,660)	316,405	135,800	(2,313,682)	7,480,670	**6,972,009**	**19.4%**
FY 24-25 Percent of Total Budget				*-98.0%*	*80.4%*	*18.7%*	*8.2%*	*76.5%*	*9.4%*	*-68.9%*	*65.9%*	*34.2%*	*-76.5%*	*11.7%*	*5.0%*	*-85.4%*	*276.1%*	***257.4%***	
Intergovernmental																			
FY 25-26	**8,456,972**	**8,456,972**	**6,000,000**	(1,255,293)	972,526	42,411	3,303,503	181,800	256,672	1,075,595	678,901	921,874	425,435					**6,603,424**	**78.1%**
FY 24-25	**11,665,094**			(1,079,472)	448,559	463,629	289,699	328,536	(237,085)	172,303	292,162	189,817	614,542	5,744,902	185,627	(1,129,707)	1,255,293	**7,538,805**	**19.7%**
FY 24-25 Percent of Total Budget				*-9.3%*	*3.8%*	*4.0%*	*2.5%*	*2.8%*	*-2.0%*	*1.5%*	*2.5%*	*1.6%*	*5.3%*	*49.2%*	*1.6%*	*-9.7%*	*10.8%*	***64.6%***	
Charges for Services																			
FY 25-26	**25,145,814**	**25,145,814**	**24,868,262**	(2,826,801)	5,598,477	589,060	988,808	1,515,849	3,234,159	2,044,602	3,279,438	1,412,587	858,940					**16,695,119**	**66.4%**
FY 24-25	**24,330,555**			(79,392)	2,957,419	755,927	1,460,177	3,304,569	1,605,929	1,125,074	3,952,095	934,937	1,116,909	3,355,172	1,371,108	(639,932)	7,351,769	**28,571,761**	**60.0%**
FY 24-25 Percent of Total Budget				*-0.3%*	*12.2%*	*3.1%*	*6.0%*	*13.6%*	*6.6%*	*4.6%*	*16.2%*	*3.8%*	*4.6%*	*13.8%*	*5.6%*	*-2.6%*	*30.2%*	***117.4%***	
Other Revenues																			
FY 25-26	**8,405,393**	**8,500,000**	**8,800,000**	72,860	765,487	760,780	764,975	664,776	712,920	637,612	843,905	719,439	732,295					**6,675,049**	**78.5%**
FY 24-25	**8,475,512**			(535,353)	799,806	53,726	1,972,041	728,510	489,463	703,765	791,556	697,948	696,615	748,429	707,862	775,709	2,886,170	**11,516,247**	**55.6%**
FY 24-25 Percent of Total Budget				*-6.3%*	*9.4%*	*0.6%*	*23.3%*	*8.6%*	*5.8%*	*8.3%*	*9.3%*	*8.2%*	*8.2%*	*8.8%*	*8.4%*	*9.2%*	*34.1%*	***135.9%***	
Library																			
FY 25-26	**572,234**	**572,234**	**572,234**	(39,979)	832	3,368	1,631	1,178	2,706	1,177	1,315	1,105	280,456					**253,789**	**44.4%**
FY 24-25	**624,840**			-	21,839	2,380	2,016	1,338	1,816	285,626	1,713	1,184	1,648	949	36,096	905	39,979	**397,489**	**80.4%**
FY 24-25 Percent of Total Budget				*0.0%*	*3.5%*	*0.4%*	*0.3%*	*0.2%*	*0.3%*	*45.7%*	*0.3%*	*0.2%*	*0.3%*	*0.2%*	*5.8%*	*0.1%*	*6.4%*	***63.6%***	
Recreation Revenues																			
FY 25-26	**2,563,000**	**3,500,000**	**3,600,000**	1,050,377	147,108	168,297	144,891	127,816	104,135	230,773	232,705	140,734	1,385,237					**3,732,073**	**106.6%**
FY 24-25	**2,833,000**			(205,016)	263,420	216,487	143,787	95,851	1,252,744	192,910	145,379	91,218	1,247,639	457,489	318,336	270,874	(1,050,377)	**3,440,741**	**100.1%**
FY 24-25 Percent of Total Budget				*-7.2%*	*9.3%*	*7.6%*	*5.1%*	*3.4%*	*44.2%*	*6.8%*	*5.1%*	*3.2%*	*44.0%*	*16.1%*	*11.2%*	*9.6%*	*-37.1%*	***121.5%***	
Utility Users Tax																			
FY 25-26	**12,000,000**	**11,500,000**	**11,733,908**	(438,887)	968,259	867,802	972,742	933,125	980,205	859,327	1,076,398	1,038,437	1,087,496					**8,344,904**	**72.6%**
FY 24-25	**11,908,701**			(914,601)	915,197	967,681	1,268,238	1,008,769	1,000,560	969,451	1,056,545	1,078,238	934,478	1,243,953	918,977	881,898	438,887	**11,768,271**	**70.4%**
FY 24-25 Percent of Total Budget				*-7.7%*	*7.7%*	*8.1%*	*10.6%*	*8.5%*	*8.4%*	*8.1%*	*8.9%*	*9.1%*	*7.8%*	*10.4%*	*7.7%*	*7.4%*	*3.7%*	***98.8%***	
TOTAL REVENUES																			
FY 25-26	**205,449,432**	**207,554,446**	**205,659,602**	**(22,564,646)**	**20,067,063**	**17,081,466**	**11,110,180**	**10,093,503**	**12,041,100**	**41,743,065**	**21,761,639**	**9,499,476**	**11,680,656**	-	-	-	-	**132,513,502**	**63.8%**
FY 24-25	**201,826,204**			**(18,259,242)**	**14,400,517**	**13,200,220**	**9,421,977**	**13,586,978**	**12,037,308**	**36,446,152**	**22,380,160**	**9,549,074**	**9,057,324**	**34,296,755**	**15,317,608**	**2,844,225**	**34,855,104**	**209,134,160**	**58.2%**
FY 24-25 Percent of Total Budget				*-9.0%*	*7.1%*	*6.5%*	*4.7%*	*6.7%*	*6.0%*	*18.1%*	*11.1%*	*4.7%*	*4.5%*	*17.0%*	*7.6%*	*1.4%*	*17.3%*	***103.6%***	

* Revised budget is the sum of the original adopted budget plus mid-year changes, including encumbered purchase orders, manual rollovers, multi-year grants, and mid-year and yearend budget amendments.

EXPENDITURES	Revised Budget	Period 0 (Technical Accounting Adjustments)	July	August	September	October	November	December	January	February	March	April	May	June	Period 13 (Technical Accounting Adjustments)	YTD Total	% of Budget Through March
City Council																	
FY 25-26	**385,639**	-	28,298	36,336	29,292	29,291	29,292	29,292	29,588	30,209	30,209					**271,807**	**70.5%**
FY 24-25	**356,894**	-	9,617	28,849	52,270	30,245	30,245	29,176	37,639	29,987	29,197	29,197	29,197	36,952	-	**372,571**	**74.4%**
FY 24-25 Percent of Total Budget		*0.0%*	*2.7%*	*8.1%*	*14.6%*	*8.5%*	*8.5%*	*8.2%*	*10.5%*	*8.4%*	*8.2%*	*8.2%*	*8.2%*	*10.4%*	*0.0%*	***104.4%***	
City Manager (includes City Clerk for 25-26)																	
FY 25-26	**11,625,223**	(22,501)	374,442	681,192	483,842	565,715	613,627	501,564	729,601	425,999	460,306					**4,813,787**	**41.4%**
FY 24-25	**11,130,913**	(42,731)	259,851	396,039	419,081	605,774	451,046	719,358	712,106	335,930	294,767	295,074	425,500	682,729	36,354	**5,590,878**	**74.2%**
FY 24-25 Percent of Total Budget		*-0.4%*	*2.3%*	*3.6%*	*3.8%*	*5.4%*	*4.1%*	*6.5%*	*6.4%*	*3.0%*	*2.6%*	*2.7%*	*3.8%*	*6.1%*	*0.3%*	***50.2%***	
City Attorney																	
FY 25-26	**2,967,073**	(276)	85,613	225,603	168,639	159,098	165,165	213,340	202,969	194,407	195,766					**1,610,324**	**54.3%**
FY 24-25	**2,663,265**	(2,030)	45,538	122,925	195,445	156,451	184,499	152,289	257,105	165,391	168,655	184,104	162,357	320,818	3,541	**2,117,088**	**68.3%**
FY 24-25 Percent of Total Budget		*-0.1%*	*1.7%*	*4.6%*	*7.3%*	*5.9%*	*6.9%*	*5.7%*	*9.7%*	*6.2%*	*6.3%*	*6.9%*	*6.1%*	*12.0%*	*0.1%*	***79.5%***	
City Clerk (part of City Manager for 25-26)																	
FY 24-25	**2,085,264**	(3,509)	35,747	82,396	94,509	102,530	78,466	88,628	166,641	81,976	90,273	256,202	108,936	144,389	258,265	**1,585,449**	**51.6%**
FY 24-25 Percent of Total Budget		*-0.2%*	*1.7%*	*4.0%*	*4.5%*	*4.9%*	*3.8%*	*4.3%*	*8.0%*	*3.9%*	*4.3%*	*12.3%*	*5.2%*	*6.9%*	*12.4%*	***76.0%***	
Community Development (part of Community Development & Transportation in 24-25)																	
FY 25-26	**18,814,971**	(34,155)	781,878	1,201,076	1,113,976	1,052,518	961,743	918,797	1,112,330	974,534	1,386,609					**9,469,306**	**50.3%**
Engineering & Transportation (part of Community Development & Transportation in 24-25)																	
FY 25-26	**1,407,318**	(6,803)	115,273	277,621	164,133	219,776	176,871	233,907	59,786	169,873	160,766					**1,571,203**	**111.6%**
Administrative Services (Finance & IT)																	
FY 24-25	**4,307,052**	(8,514)	116,288	345,665	400,303	364,234	282,532	446,306	488,832	272,591	315,210	535,247	403,896	536,465	96,189	**4,595,244**	**65.8%**
FY 24-25 Percent of Total Budget		*-0.2%*	*2.7%*	*8.0%*	*9.3%*	*8.5%*	*6.6%*	*10.4%*	*11.3%*	*6.3%*	*7.3%*	*12.4%*	*9.4%*	*12.5%*	*2.2%*	***106.7%***	
Finance (part of Administrative Services in 24-25)																	
FY 25-26	**5,634,711**	(116)	287,924	436,666	309,526	306,633	289,871	546,793	459,288	331,426	336,665					**3,304,676**	**58.6%**
Human Resources																	
FY 25-26	**5,736,278**	(21,852)	310,298	460,513	385,054	403,396	340,476	392,676	421,326	360,054	350,149					**3,402,090**	**59.3%**
FY 24-25	**4,974,801**	(4,933)	109,254	306,068	398,959	272,898	310,286	330,952	421,159	297,742	317,491	441,858	306,079	499,257	27,560	**4,034,630**	**68.4%**
FY 24-25 Percent of Total Budget		*-0.1%*	*2.2%*	*6.2%*	*8.0%*	*5.5%*	*6.2%*	*6.7%*	*8.5%*	*6.0%*	*6.4%*	*8.9%*	*6.2%*	*10.0%*	*0.6%*	***81.1%***	
Information Technology (part of Administrative Services in 24-25)																	
FY 25-26	**747,892**	(130)	17,423	25,985	58,693	84,367	31,476	35,159	(4,354)	47,124	54,394					**350,137**	**46.8%**
Police																	
FY 25-26	**61,792,532**	(27,520)	4,712,225	6,207,815	4,769,050	4,565,599	4,671,696	4,580,998	5,094,327	5,339,812	5,148,555					**45,062,557**	**72.9%**
FY 24-25	**60,253,663**	(53,480)	1,757,862	4,669,005	6,636,266	4,485,070	4,283,307	4,644,790	6,768,775	4,757,917	5,093,157	4,470,934	4,777,371	7,100,672	99,508	**59,491,154**	**72.4%**
FY 24-25 Percent of Total Budget		*-0.1%*	*2.9%*	*7.7%*	*11.0%*	*7.4%*	*7.1%*	*7.7%*	*11.2%*	*7.9%*	*8.5%*	*7.4%*	*7.9%*	*11.8%*	*0.2%*	***98.7%***	
Fire																	
FY 25-26	**55,618,270**	(41,382)	3,816,745	5,378,472	4,020,137	4,088,416	3,800,908	3,826,208	4,207,027	4,114,321	4,209,981					**37,420,833**	**67.3%**
FY 24-25	**51,781,149**	(84,643)	1,701,114	4,836,636	4,637,750	4,114,419	3,672,488	3,809,080	5,644,755	3,901,928	3,615,102	3,729,752	3,760,321	5,545,807	556,348	**49,440,857**	**72.5%**
FY 24-25 Percent of Total Budget		*-0.2%*	*3.3%*	*9.3%*	*9.0%*	*7.9%*	*7.1%*	*7.4%*	*10.9%*	*7.5%*	*7.0%*	*7.2%*	*7.3%*	*10.7%*	*1.1%*	***95.5%***	
Community Development & Transportation (Community Development and Engineering & Transportation)																	
FY 24-25	**19,806,548**	(26,452)	371,153	1,342,509	1,383,849	1,167,804	1,005,774	1,015,260	1,403,377	1,167,810	1,223,943	1,041,949	1,345,437	2,273,221	69,294	**14,784,928**	**68.0%**
FY 24-25 Percent of Total Budget		*-0.1%*	*1.9%*	*6.8%*	*7.0%*	*5.9%*	*5.1%*	*5.1%*	*7.1%*	*5.9%*	*6.2%*	*5.3%*	*6.8%*	*11.5%*	*0.3%*	***74.6%***	
Parks & Recreation																	
FY 25-26	**29,552,975**	(43,836)	2,427,321	3,262,225	2,077,235	2,140,991	2,341,727	2,156,873	2,191,700	1,998,939	2,209,316					**20,762,491**	**70.3%**
FY 24-25	**27,045,728**	(195,361)	1,459,008	2,698,982	3,056,411	2,237,218	1,991,704	2,145,034	2,640,033	1,947,198	2,085,762	1,534,803	2,230,047	3,261,809	233,505	**27,326,153**	**73.4%**
FY 24-25 Percent of Total Budget		*-0.7%*	*5.4%*	*10.0%*	*11.3%*	*8.3%*	*7.4%*	*7.9%*	*9.8%*	*7.2%*	*7.7%*	*5.7%*	*8.2%*	*12.1%*	*0.9%*	***101.0%***	
Library																	
FY 25-26	**13,789,375**	(1,417)	736,305	1,193,737	1,355,603	937,496	872,892	863,337	990,428	761,283	1,106,956					**8,816,620**	**63.9%**
FY 24-25	**12,506,571**	(33,026)	355,553	933,346	1,176,903	1,284,615	809,084	1,280,434	1,288,038	867,543	883,083	901,215	869,165	1,426,026	36,055	**12,078,034**	**73.2%**
FY 24-25 Percent of Total Budget		*-0.3%*	*2.8%*	*7.5%*	*9.4%*	*10.3%*	*6.5%*	*10.2%*	*10.3%*	*6.9%*	*7.1%*	*7.2%*	*6.9%*	*11.4%*	*0.3%*	***96.6%***	
Public Works Services																	
FY 25-26	**4,863,768**	(2,838)	199,412	304,770	288,885	251,534	208,741	263,940	239,254	226,223	400,657					**2,380,578**	**48.9%**
FY 24-25	**4,077,735**	(1,307)	48,600	195,572	489,298	220,809	191,598	237,012	336,008	196,059	265,133	240,380	456,083	357,797	2,838	**3,235,880**	**67.3%**
FY 24-25 Percent of Total Budget		*0.0%*	*1.2%*	*4.8%*	*12.0%*	*5.4%*	*4.7%*	*5.8%*	*8.2%*	*4.8%*	*6.5%*	*5.9%*	*11.2%*	*8.8%*	*0.1%*	***79.4%***	
Non-Departmental																	
FY 25-26	**5,208,672**	(1,061)	139,678	134,990	14,654	9,831	5,160	23,059	702,708	26,383	28,553					**1,083,955**	**20.8%**
FY 24-25	**4,716,494**	-	195,267	2,640	54,909	5,666	11,684	1,125	835,727	765	56,333	6,587	1,832	17,860	134	**1,190,529**	**97.8%**
FY 24-25 Percent of Total Budget		*0.0%*	*4.1%*	*0.1%*	*1.2%*	*0.1%*	*0.2%*	*0.0%*	*17.7%*	*0.0%*	*1.2%*	*0.1%*	*0.0%*	*0.4%*	*0.0%*	***25.2%***	
TOTAL EXPENDITURES																	
FY 25-26	**218,144,697**	(203,887)	14,032,835	19,827,001	15,238,719	14,814,661	14,509,645	14,585,943	16,435,978	15,000,587	16,078,882	-	-	-	-	**140,320,364**	**64.3%**
FY 24-25	**205,706,077**	(455,986)	6,464,852	15,960,632	18,995,953	15,047,733	13,302,713	14,899,444	21,000,195	14,022,837	14,438,106	13,667,302	14,876,221	22,203,802	1,419,591	**185,843,395**	**71.9%**
FY 24-25 Month Percent of Total Budget		*-0.2%*	*3.1%*	*7.8%*	*9.2%*	*7.3%*	*6.5%*	*7.2%*	*10.2%*	*6.8%*	*7.0%*	*6.6%*	*7.2%*	*10.8%*	*0.7%*	***90.3%***	

* Revised budget is the sum of the original adopted budget plus mid-year changes, including encumbered purchase orders, manual rollovers, multi-year grants, and mid-year and yearend budget amendments.

		FY26-27 BUDGET BY FUND									
DEPARTMENT	PROGRAM NAME	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	DEBT SERVICES FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICES FUNDS	FIDUCIARY FUNDS	TOTAL	PROGRAM CATEGORY	PROGRAM CATEGORY TOTAL
CITY ATTORNEY	CITY ATTORNEY	3,389,852							3,389,852	CITY ATTORNEY	3,389,852
CITY COUNCIL	CITY COUNCIL	322,568							322,568	CITY COUNCIL	322,568
CITY MANAGER	COMMUNICATIONS/COMMUNITY ENGAGEMENT	2,220,580							2,220,580	COMMUNICATIONS/COMMUNITY ENGAGEMENT	2,220,580
CITY MANAGER	CITY COUNCIL RELATED EXPEND.	79,169							79,169	COUNCIL SUPPORT	79,169
CITY MANAGER	ECONOMIC DEVELOPMENT	793,732							793,732	ECONOMIC DEVELOPMENT	793,732
CITY MANAGER	ELECTIONS	418,580							418,580	ELECTIONS	418,580
CITY MANAGER	HOMELESS OUTREACH PROGRAM		250,000						250,000	HOMELESSNESS INTIATIVES	478,642
CITY MANAGER	HOMELESSNESS INITIATIVES	228,642							228,642		
CITY MANAGER	ANTI-DISPLACEMENT STRATEGY (ADS)	321,064							321,064		
CITY MANAGER	GENERAL ADMINISTRATION		129,739						129,739		
CITY MANAGER	HOME ADMINISTRATION		10,195						10,195	HOUSING DIVISION ONGOING ADMINISTRATION	1,643,384
CITY MANAGER	HOUSING ADMINISTRATION	135,610	672,581						808,191		
CITY MANAGER	REDEVELOPMENT AGENCY ADMINISTRATION		211,642					138,543	350,185		
CITY MANAGER	TENANT PROTECTION ORDINANCE	24,010							24,010		
CITY MANAGER	DEI INITIATIVES	379,242							379,242	IDEAL RWC	379,242
CITY MANAGER	CITY CLERK	1,348,315							1,348,315	LEGISLATIVE SERVICES/RECORDS MANAGEMENT	1,348,315
CITY MANAGER	CITY MANAGER	1,836,240							1,836,240	MANAGEMENT/POLICY EXECUTION	1,934,240
CITY MANAGER	ORGANIZATIONAL EFFICIENCIES	98,000							98,000		
CITY MANAGER	AFFORDABLE HOUSING PRESERVATION PROGRAM		4,567,000						4,567,000		
CITY MANAGER	CHDO SET-ASIDE UNALLOCATED		-						-		
CITY MANAGER	ECONOMIC DEVELOPMENT - CDBG		70,000						70,000		
CITY MANAGER	FAIR HOUSING IMPLEMENTATION		15,000						15,000	ONE-TIME/VARIABLE HOUSING PROJECTS, PROGRAMS, AND SUB-RECIPIENT GRANTS	17,621,853
CITY MANAGER	HOUSING & PUBLIC FAC IMPR PROJ-CDBG	-	284,196						284,196		
CITY MANAGER	HOUSING PROJECTS		12,445,124						12,445,124		
CITY MANAGER	MINOR HOME REPAIR - CDBG		90,250						90,250		
CITY MANAGER	PUBLIC SERVICES - CDBG		150,283						150,283		
CITY MANAGER	RECEPTIONIST SERVICES						201,326		201,326	RECEPTIONIST SERVICES	201,326
COMMUNITY DEVELOPMENT	BUILDING REGULATION	6,966,721							6,966,721	BUILDING AND INSPECTION	8,402,584
COMMUNITY DEVELOPMENT	CODE ENFORCEMENT PROGRAM	1,435,863							1,435,863		
COMMUNITY DEVELOPMENT	COMMUNITY DEVELOPMENT ADMINISTRATION	1,656,232							1,656,232	COMMUNITY DEVELOPMENT	1,656,232
COMMUNITY DEVELOPMENT	CURRENT PROJECTS PLANNING	3,910,178	1,212,000						5,122,178	PLANNING	6,270,127
COMMUNITY DEVELOPMENT	LONG RANGE PLANNING	1,147,949							1,147,949		
ENGINEERING & TRANSPORTATION	CAP IMPR PROG ADMIN-UNALLOC COSTS	-		4,495,992		-			4,495,992	CAPITAL IMPROVEMENT ENGINEERING	4,495,992
ENGINEERING & TRANSPORTATION	PARKING FACILITY OPERATIONS					1,633,904			1,633,904	DOWNTOWN PARKING FACILITIES OPERATION	1,633,904
ENGINEERING & TRANSPORTATION	FLOOD &SEA LEVEL RISE RESILIENCY AG	53,900							53,900	FLOOD AND SEA LEVEL RISE RESILIENCY AGENCY	53,900
ENGINEERING & TRANSPORTATION	GENERAL ENGINEERING	1,177,527	130						1,177,657	GENERAL ENGINEERING	1,177,657
ENGINEERING & TRANSPORTATION	MICROMOBILITY PROGRAM	2,450							2,450	MICROMOBILITY PROGRAM	2,450
ENGINEERING & TRANSPORTATION	SUBDIVISION ENGINEERING	504,383							504,383	SUBDIVISION ENGINEERING	504,383
FINANCE	ADMINISTRATION AND FINANCE							72,539	72,539	ADMINISTRATIVE SUPPORT SERVICES	1,829,847
FINANCE	ADMINISTRATIVE SUPPORT SERVICES	1,330,541	31,500	21,600		216,093	157,574		1,757,308		
FINANCE	DEBT SERVICE				3,098,250			4,472,738	7,570,988	DEBT SERVICE	7,570,988
FINANCE	DENTAL PLAN COST						881,205		881,205		
FINANCE	LEAVE BUYOUT COSTS						994,323		994,323		
FINANCE	RETIREE HEALTH INSURANCE						6,972,825		6,972,825	EMPLOYEE BENEFITS	9,006,434
FINANCE	UNEMPLOYMENT COSTS						64,826		64,826		
FINANCE	VISION PLAN COSTS						93,255		93,255		
FINANCE	FINANCIAL SERVICES	4,301,054							4,301,054	FINANCIAL MANAGEMENT SERVICES	4,301,054
FINANCE	REVENUE SERVICES					2,990,851			2,990,851	REVENUE SERVICES	2,990,851
FINANCE	RISK MANAGEMENT ADMINISTRATION						371,490		371,490		
FINANCE	RISK MANAGEMENT--LIABILITY						5,711,854		5,711,854	RISK MANAGEMENT AND INSURANCE	7,663,359
FINANCE	RISK MANAGEMENT--PROPERTY & OTHER						1,580,015		1,580,015		
FIRE	ADMINISTERING FIRE SAFETY	3,476,470							3,476,470	ADMINISTERING FIRE SAFETY	3,476,470
FIRE	EMERGENCY MEDICAL SERVICES	99,745							99,745	EMERGENCY MEDICAL SERVICES	99,745
FIRE	EMERGENCY OPERATIONS CENTER	209,239							209,239	EMERGENCY OPERATIONS CENTER	209,239
FIRE	FIRE OPERATIONS	45,336,265					160,091		45,496,356	FIRE OPERATIONS	45,496,356
FIRE	FIRE PREVENTION AND INSPECTION	2,770,921							2,770,921	FIRE PREVENTION AND INSPECTION	2,770,921
FIRE	FIRE TRAINING	711,755							711,755	FIRE TRAINING	711,755
FIRE	FIREFIGHTER TRAINEES - SAFER GRANT	-							-	FIREFIGHTER TRAINEES - SAFER GRANT	-
FIRE	SAN CARLOS FIRE	0							-	SAN CARLOS FIRE	-
HUMAN RESOURCES	HUMAN RESOURCES	5,925,200							5,925,200	HUMAN RESOURCES	5,925,200
HUMAN RESOURCES	RISK MANAGEMENT--WORKERS COMPENSATION						6,953,898		6,953,898	RISK MANAGEMENT--WORKERS COMPENSATION	6,953,898

INFORMATION TECHNOLOGY	PC REFRESH (REPLACEMENT PROGRAM)						224,999	224,999	COMPUTER REPLACEMENT PROGRAM	224,999
INFORMATION TECHNOLOGY	INFORMATION TECHNOLOGY						7,420,278	7,420,278	DATA SERVICES	7,420,278
INFORMATION TECHNOLOGY	GIS/CAD PROGRAM – OPERATING	184,240					252,265	436,505	GIS/CAD PROGRAM – OPERATING	436,505
INFORMATION TECHNOLOGY	TELEPHONE SERVICES						424,270	424,270	VOICE SERVICES	424,270
LIBRARY	ADMINISTRATIVE SERVICES UNIT	2,539,162						2,539,162	ADMINISTRATIVE SERVICES UNIT	2,539,162
LIBRARY	CHILDREN'S SVCS & COMMUNITY OUTREACH	1,273,061						1,273,061	CHILDREN'S SVCS & COMMUNITY OUTREACH	1,273,061
LIBRARY	DOWNTOWN LIBRARY	4,956,326						4,956,326	DOWNTOWN LIBRARY	4,956,326
LIBRARY	LITERACY SERVICES UNIT	2,103,778						2,103,778	LITERACY SERVICES UNIT- PROJECT READ	2,103,778
LIBRARY	NEIGHBORHOOD LIBRARIES AND OUTREACH	1,854,382						1,854,382	NEIGHBORHOOD LIBRARIES AND OUTREACH	1,854,382
NON-DEPARTMENTAL	NON-DEPARTMENTAL	8,243,305	2,220,528		1,637,273	82,565		12,183,671	NON-DEPARTMENTAL	12,183,671
PARKS & RECREATION	PR / ADMINISTRATION	2,703,777						2,703,777	ADMINISTRATION	2,703,777
PARKS & RECREATION	ARTS COMMISSION	72,418						72,418	ARTS COMMISSION	72,418
PARKS & RECREATION	CLASS ADMINISTRATION AND MARKETING (140/150)	2,146,433						2,146,433	CLASS ADMINISTRATION AND MARKETING	2,146,433
PARKS & RECREATION	FAIR OAKS COMMUNITY CENTER	1,288,415						1,288,415		
PARKS & RECREATION	FOCC INFORMATION AND REFERRAL	1,301,452						1,301,452	HUMAN SERVICES	2,798,471
PARKS & RECREATION	HUMAN SERVICES ASSISTANCE	58,604	150,000					208,604		
PARKS & RECREATION	LANDSCAPE MAINTENANCE	7,507,452						7,507,452	LANDSCAPE MAINTENANCE	7,507,452
PARKS & RECREATION	LIDO LANDSCAPE MAINTENANCE		352,038					352,038	LIDO LANDSCAPE DISTRICT	352,038
PARKS & RECREATION	ARMORY BUILDING OPS	465,687						465,687		
PARKS & RECREATION	COMMUNITY ACTIVITIES BUILDING OPS	734,531						734,531		
PARKS & RECREATION	RED MORTON COMMUNITY CTR BUILDING OPS	1,107,719						1,107,719		
PARKS & RECREATION	SANDPIPER COMMUNITY CTR BUILDING OPS	614,368						614,368	PRCS FACILITIES	4,804,398
PARKS & RECREATION	THEATER OPS	222,348						222,348		
PARKS & RECREATION	VETERANS MEMORIAL BLDG/SR CTR OPS (NEW)	1,247,226						1,247,226		
PARKS & RECREATION	VETERANS MEMORIAL SR. CTR BUILDING OPS	412,519						412,519		
PARKS & RECREATION	SEAPORT BLVD. LANDSCAPING MAINTENAN		205,475					205,475	SEAPORT BLVD. LANDSCAPE DISTRICT	205,475
PARKS & RECREATION	SENIOR SERVICES	1,320,170						1,320,170	SENIOR SERVICES	1,441,944
PARKS & RECREATION	SNAP	121,774						121,774		
PARKS & RECREATION	SPECIAL EVENTS PROGRAMMING	816,439						816,439	SPECIAL EVENTS PROGRAMMING	816,439
PARKS & RECREATION	ADULT SPORTS	117,661						117,661		
PARKS & RECREATION	AQUATICS PROGRAM	(4,865)						(4,865)	SPORTS & AQUATICS	579,552
PARKS & RECREATION	MIDDLE SCHOOL SPORTS	466,756						466,756		
PARKS & RECREATION	AFTER SCHOOL PROGRAM GRANT	1,861,475						1,861,475		
PARKS & RECREATION	ELEMENTARY ACTIVITIES	627,087						627,087		
PARKS & RECREATION	PRESCHOOL PROGRAMS	434,090						434,090	YOUTH & TEEN SERVICES	5,066,825
PARKS & RECREATION	SANDPIPER YOUTH CLUB	422,500						422,500		
PARKS & RECREATION	TEEN ACTIVITIES	806,265						806,265		
PARKS & RECREATION	YOUTH & TEEN SERV ADMIN	915,408						915,408		
POLICE	POLICE ADMINISTRATION	10,249,871						10,249,871	ADMINISTRATIVE SERVICES	10,249,871
POLICE	CENTRAL DISPATCHING SERVICES						4,164,361	4,164,361	DISPATCHING SERVICES	4,164,361
POLICE	POLICE CRIMINAL INVESTIGATION	6,911,445						6,911,445	INVESTIGATIVE SERVICES	6,911,445
POLICE	POLICE PATROL SERVICES	40,240,304	125,000		1,481,363			41,846,667	PATROL SERVICES	41,846,667
POLICE	POLICE ACTIVITIES LEAGUE SUPPORT	101,693						101,693	POLICE ACTIVITIES LEAGUE- PAL	101,693
POLICE	POLICE--PROPERTY	492,717						492,717	PROPERTY & EVIDENCE	492,717
POLICE	POLICE--RECORDS	1,461,059						1,461,059	RECORDS	1,461,059
POLICE	POLICE--TRAINING	1,487,949						1,487,949	TRAINING	1,487,949
PUBLIC WORKS SERVICES	DOCKTOWN MARINA OPERATIONS				451,824			451,824	ADMINISTRATION AND SPECIAL PROJECTS	451,824
PUBLIC WORKS SERVICES	BUILDING MAINTENANCE AND REPAIR SERVICES					4,005,039		4,005,039	BUILDING MAINTENANCE AND REPAIR SERVICES	4,005,039
PUBLIC WORKS SERVICES	CLIMATE ACTION PLAN PROGRAMS	29,400						29,400	CLIMATE ACTION & ADAPTATION IMPLEMENTATION	29,400
PUBLIC WORKS SERVICES	CUSTODIAL SERVICES					3,387,571		3,387,571	CUSTODIAL SERVICES	3,387,571
PUBLIC WORKS SERVICES	WATER CUSTOMER SERVICES				2,762,325			2,762,325	CUSTOMER & SUPPORT SERVICES	2,762,325
PUBLIC WORKS SERVICES	DOWNTOWN/ENTRY FEATURES MAINT.	11,651						11,651	DOWNTOWN/ENTRY FEATURES MAINT.	11,651
PUBLIC WORKS SERVICES	ELECTRICAL MAINTENANCE		905,114					905,114	ELECTRICAL MAINTENANCE	905,114
PUBLIC WORKS SERVICES	PW / EQUIPMENT SERVICES					12,467,840		12,467,840	EQUIPMENT SERVICES	12,467,840
PUBLIC WORKS SERVICES	PWS GENERAL MAINTENANCE	78,400						78,400	GENERAL MAINTENANCE	78,400
PUBLIC WORKS SERVICES	PAINT AND SIGN MAINTENANCE		711,530					711,530	PAINT AND SIGN MAINTENANCE	711,530
PUBLIC WORKS SERVICES	RECYCLED WATER				6,485,847			6,485,847	RECYCLED WATER	6,485,847
PUBLIC WORKS SERVICES	SEWER SYSTEM MAINTENANCE	257	132,851		9,890,190			10,023,298	SEWER SYSTEM MAINTENANCE	10,023,298
PUBLIC WORKS SERVICES	SFWD WATER PURCHASES				27,045,000			27,045,000	SFPUC WATER PURCHASES	27,045,000
PUBLIC WORKS SERVICES	SIDEWALK MAINT. & REPLACEMENT	112,648	1,569,142					1,681,790	SIDEWALK MAINT. & REPLACEMENT	1,681,790
PUBLIC WORKS SERVICES	STORM WATER COLLECTION & DISPOSAL	70,382	1,392,041		1,294,900			2,757,323	STORM DRAINS MAINTENANCE	2,757,323
PUBLIC WORKS SERVICES	STREET CLEANING	963,347	317,524					1,280,871	STREET CLEANING	1,280,871
PUBLIC WORKS SERVICES	STREET SYSTEM MAINTENANCE	473,289	1,733,890		517,149			2,724,328	STREET SYSTEM MAINTENANCE	2,724,328
PUBLIC WORKS SERVICES	STREET TREE MAINTENANCE	1,489,722						1,489,722	STREET TREE MAINTENANCE	1,489,722
PUBLIC WORKS SERVICES	TRASH & RECYCLING EFFORTS	328,168	216,646					544,814	TRASH & RECYCLING EFFORTS	544,814

PUBLIC WORKS SERVICES	WASTE WATER TREATMENT AND DISPOSAL					42,704,714			42,704,714	WASTE WATER TREATMENT AND DISPOSAL	42,704,714
PUBLIC WORKS SERVICES	WATER RESOURCES MANAGEMENT	3,717				1,991,028			1,994,745	WATER RESOURCES MANAGEMENT	1,994,745
PUBLIC WORKS SERVICES	WATER SUPPLY AND DISTRIBUTION		12,823			7,200,411			7,213,234	WATER SYSTEM MAINTENANCE	7,213,234

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Public Hearing on Redwood City's 2025 update for the Urban Water Management Plan and Water Shortage Contingency Plan

SUMMARY

The City of Redwood City (City) is updating its Urban Water Management Plan, a state-required document that evaluates water supplies, projected demands, conservation efforts, and drought planning through 2050. Redwood City relies on the San Francisco Public Utilities Commission for all potable water needs and receives recycled water from Silicon Valley Clean Water. Long-term demand projections show modest growth in total water use, offset by water conservation and expanded recycled water use, leaving sufficient potable supply in normal years. However, potential changes related to the state's Bay-Delta Plan could create significant shortages during dry years, and regional agencies are pursuing multiple strategies to improve long-term reliability. The Water Shortage Contingency Plan outlines how the City will respond to water shortages, prioritizing essential indoor use and focusing cutbacks on discretionary outdoor use.

RECOMMENDATION

1. Hold a Public Hearing on the 2025 update to the City's Urban Water Management Plan and Water Shortage Contingency Plan;
2. Adopt a resolution adopting Redwood City's 2025 Urban Water Management Plan and authorizing the Public Works Services Director to compile and submit the 2025 Urban Water Management Plan to the State of California Department of Water Resources prior to July 1, 2026; and
3. Adopt a resolution adopting Redwood City's updated Water Shortage Contingency Plan and Water Conservation Program and authorizing the Public Works Services Director to compile and submit the updated Water Shortage Contingency Plan as part of the City's 2025 Urban Water Management Plan to the State of California Department of Water Resources prior to July 1, 2026.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The California Water Code requires urban water suppliers to prepare an Urban Water Management Plan (UWMP) to analyze available water supply during normal and dry years, compared to current and projected water demand. UWMP updates are required every five years. The City of Redwood City's last UWMP was adopted in 2021.

The UWMP Act was enacted in 1983. Over the years it has been amended in response to water resource challenges and planning imperatives confronting California. A significant amendment was made in 2009 as a result of the governor's call for a statewide 20% reduction in urban water use by 2020, referred to as "20x2020," the Water Conservation Act of 2009 and "SB X7-7." This amendment required urban retail water suppliers to establish water use targets for 2015 and 2020 that would result in statewide water savings of 20% by 2020.

A subsequent substantial revision to the UWMP Act was made in 2018 through a pair of bills (i.e., Assembly Bill 1668 and Senate Bill 606), referred to as "Making Water Conservation a California Way of Life" or the "2018 Water Conservation Legislation." These changes include, among other things, additional requirements for Water Shortage Contingency Plans, expansion of dry year supply reliability assessments to a five-year drought period, establishment of annual drought risk assessment procedures and reporting, and new conservation targets referred to as "annual water use objectives," which requires water retailers to continue to reduce water use beyond the 2020 SB X7-7 targets.

ANALYSIS

The UWMP serves as a foundational planning document and includes descriptions of historical and projected water demands, and water supplies and reliability through 2050. It also describes the actions the City is taking to promote water conservation and includes a plan to address potential water supply shortages such as drought or other impacts to supply availability through a Water Shortage Contingency Plan (WSCP). Drafts of the 2025 UWMP including the WSCP, which is included as Appendix G to the UWMP and will also be posted as a standalone document following adoption, are available on the City's website at www.redwoodcity.org/water.

Water Supply and Demand

Redwood City relies on the San Francisco Public Utilities Commission (SFPUC) Regional Water System (RWS) for all its potable water supply. In accordance with the SFPUC's perpetual obligation to Redwood City's Supply Assurance, Redwood City has an Individual Supply Guarantee (ISG) of 10.93 million gallons per day (MGD), or 12,243 acre-feet per year (AFY). SFPUC is obligated to provide the City with up to 100%

of the City's ISG during normal years. Redwood City also uses recycled water produced at Silicon Valley Clean Water for non-potable uses.

The City's water demand and land use projections reflect a combination of adopted local planning documents and regional growth forecasts. For the near-term planning horizon, projections are based on land use designations, population growth, and development assumptions in the City's adopted General Plan, Housing Element, and approved or reasonably foreseeable development projects. For the longer-term planning horizon beyond these timeframes, the City relies on regional population and employment forecasts developed by the Association of Bay Area Governments (ABAG) identified in the Plan Bay Area 2050 report which were incorporated into the 2025 Demand Study prepared by the Bay Area Water Supply and Conservation Agency (BAWSCA).

The 2025 Demand Study provided Redwood City with water use projections based on a regional model that stays consistent with broader planning efforts and supports long-term forecasting for the full 25-year UWMP period. The study's forecasting method creates monthly water demand estimates by connecting basic drivers like households, accounts, and jobs with factors such as weather, water rates, demographics, and economic conditions.

By 2050, estimated water demand within the City's service area will be 10,483 AFY without passive or active conservation savings. Passive conservation savings are projected to reduce this water demand by 632 AFY (i.e., by 6.0%) and active conservation is projected to further reduce demand by 223 AFY (i.e., by 2.3%). As such, it is estimated that annual water demand will be approximately 9,628 AFY in 2050.

- "Passive conservation" refers to water savings through natural replacement of existing plumbing fixtures with water-efficient models, and through implementation building codes, such as, CALGreen Building Code Standards and the State's Model Water Efficient Landscape Ordinance.

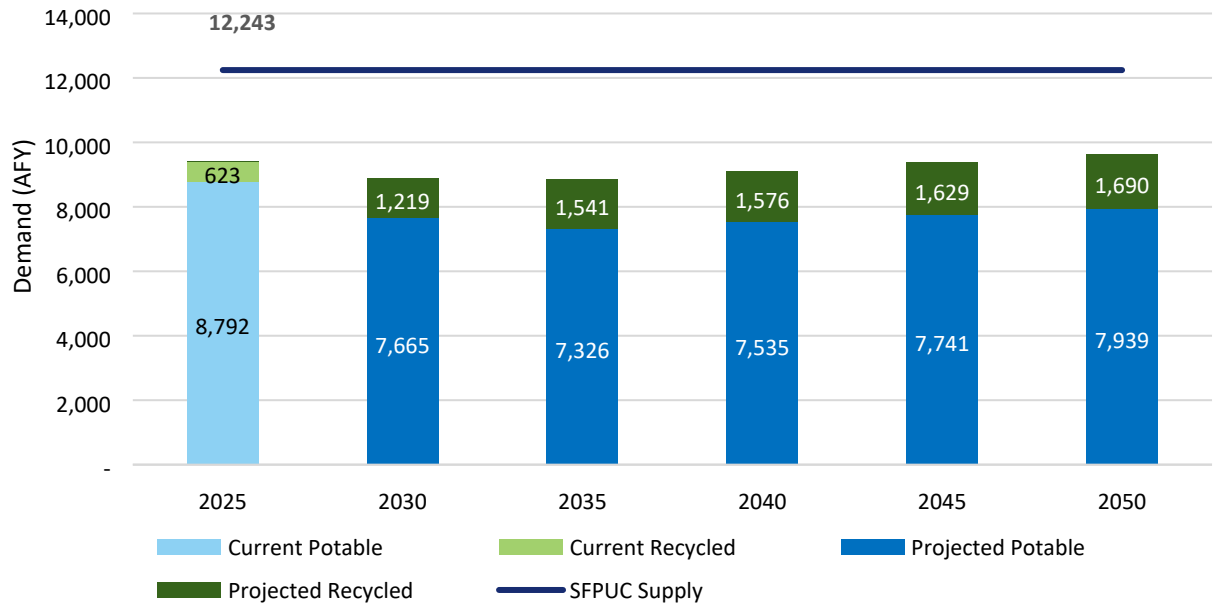
- "Active conservation" refers to water savings resulting from the City's implementation of water conservation programs.

Projected demand reflects both increased total demand due to growth and reduced per capita demand due to conservation and efficiency gains. Total demand is estimated to be 9,628 AF in 2050, an increase of 2.3% relative to the total actual demand in 2025 (9,415 AFY). Over the same period, population is estimated to increase by 14% and employment by 26%. Potable water demand will be approximately 7,939 AFY in 2050 within the City's service area, which is a 10% decrease relative to the actual 2025 water demand of 8,792 AFY.

Recycled water has accounted for approximately 7% of Redwood City's total demand over the past decade and is anticipated to increase to 18% by 2050. Recycled water demand projections are based on the recycled water system expansion outlined in the City's Draft Recycled Water Master Plan which is currently undergoing environmental review, and if fully implemented would account for 1,690 AFY of total water demand by 2050.

After accounting for water conservation and recycled water uses, Redwood City expects the available potable water supply to be sufficient to meet projected customer demands through 2050 in normal years. Figure 1 below shows current and projected water demand and supply through 2050 based on the demand and supply assumptions presented in the UWMP Table 4-2 and Table 4-5.

Figure 1: Current and Projected Water Demand and Supply



Compliance with SB X7-7 and Urban Water Use Objectives

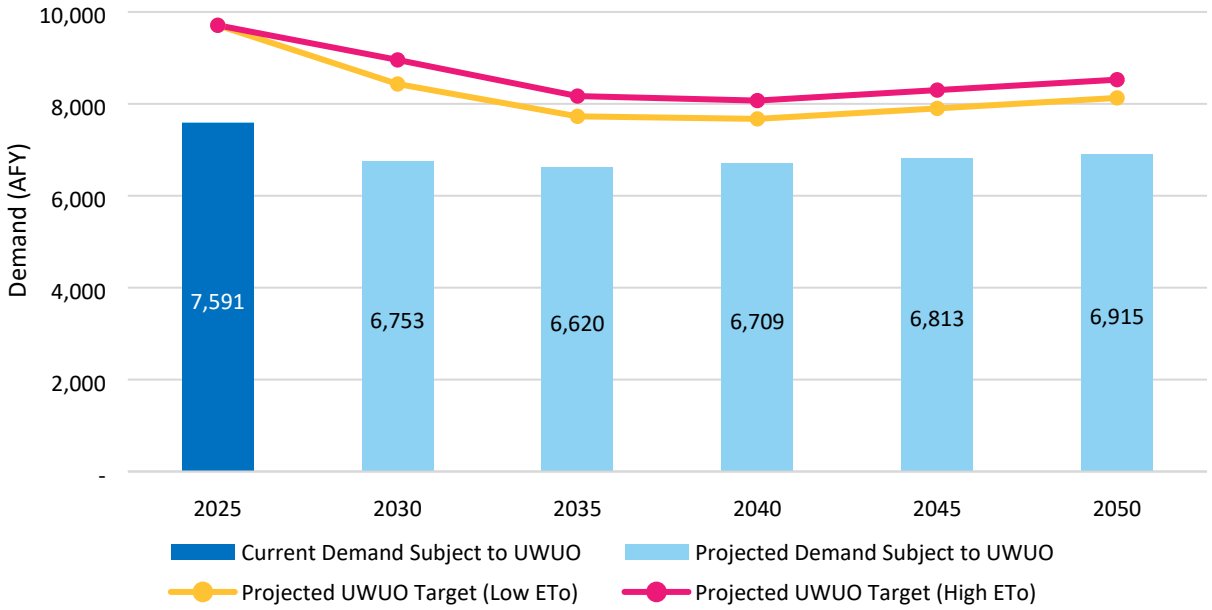
In November 2009, the Water Conservation Act was signed into California law requiring all urban water suppliers like Redwood City to reduce water use by twenty percent (20%) by the year 2020. Redwood City's 2020 reduction goal was calculated to be an individual target of 124 gallons per capita per day (GPCD) in the 2015 UWMP, and confirmed in 2020 to be the same. Because of Redwood City's extensive water conservation and recycling programs, and due to the commitment by our community to use water wisely, the City surpassed this goal, reducing water use to 99 GPCD in 2020 and has continued to become more water wise, further reducing water use to 88 GPCD in 2025.

In July 2024, California enacted the Making Water Conservation a California Way of Life regulation (implementing SB 606 and AB 1668) to support long-term water conservation and drought resilience. These regulations establish annual Urban Water Use Objectives (UWUO) for water suppliers using a water-budget-based approach tailored to each urban water supplier. The UWUO consists of residential indoor water use, outdoor water use for residential and commercial customers, and water loss. Outdoor water budgets are based on irrigated areas and the amount of water needed to maintain healthy landscapes, determined using local evapotranspiration rates. Evapotranspiration (ETo) represents the combined amount of water needed to replace moisture lost through evaporation from the land and transpiration from plants. Beginning in 2024, water suppliers were required to report their annual UWUO.

Redwood City's water demand subject to the UWUO in 2025 was 7,591 AFY, well below the standard established by the state of 9,709 AFY.

Although UWUO compliance projections are not required as part of an UWMP, they can provide valuable insight into the potential need and timing for additional conservation measures. Preliminary UWUO projections for the water service area are included in the UWMP and compared to projections for water uses subject to the UWUO. These projections incorporate passive and active conservation and growth in population and employment. Figure 2 below, based on Table 5-2 in the UWMP, shows current and projected demands subject to the UWUO, compared with UWUO targets for low and high ETo conditions to reflect a range of potential climate outcomes.

Figure 2: Current and Projected Water Demand Subject to UWUO



Water Supply Reliability

Redwood City's supply reliability is largely based on the reliability of the SFPUC RWS. The SFPUC has committed to, among other things, meeting retail and wholesale customer average annual water demand during non–drought years and meeting dry-year delivery needs while limiting rationing to a maximum 20% system-wide reduction in water service during extended droughts. However, several potential constraints have been identified on the future supply availability of the SFPUC RWS. One of the key factors is the adoption of the 2018 Bay-Delta Plan Amendment by the California State Water Resources Control Board (SWRCB).

The Bay-Delta Plan establishes water quality objectives to maintain the health of the Bay Delta ecosystem including increasing water flows in the Tuolumne River which accounts for 85% of the SFPUC RWS supply. If the Bay-Delta Plan Amendment is implemented, the SFPUC will be able to meet the projected water

demands presented in the 2025 UWMP in normal years but is expected to experience supply shortages in single dry years or multiple dry years. This would impact Redwood City's water supply from the SFPUC in dry years resulting in estimated shortfalls between 31% and 48%.

Implementation of the Bay-Delta Plan Amendment remains uncertain for multiple reasons:

- Over a dozen lawsuits have been filed in both state and federal courts challenging the SWRCB's adoption of the Bay-Delta Plan Amendment, including a legal challenge filed by the federal government at the request of the U.S. Department of Interior, Bureau of Reclamation. This litigation is currently at the appellate level; and

- The Bay-Delta Plan Amendment is not self-implementing and does not automatically allocate responsibility for meeting its new flow requirements to San Francisco or any other water rights holders. Rather, the Bay-Delta Plan Amendment merely provides a regulatory framework for implementing water quality objectives, which must be accomplished by other regulatory and/or adjudicatory proceedings, such as a comprehensive water rights adjudication or, in the case of the Tuolumne River, may be implemented through the water quality certification process set forth in section 401 of the Clean Water Act as part of the Federal Energy Regulatory Commission's licensing proceedings for the Don Pedro and La Grange hydroelectric projects. It is currently unclear when the license amendment process is expected to be completed. This process and the other regulatory and/or adjudicatory proceedings may face legal challenges and have lengthy timelines, and quite possibly could result in a different assignment of flow responsibility (and therefore a different water supply impact on the RWS).

- In recognition of the obstacles to implementation of the Bay-Delta Plan Amendment, the SWRCB Resolution No. 2018-0059 adopting the Bay-Delta Plan Amendment directed staff to help complete a "Delta watershed-wide agreement, including potential flow measures for the Tuolumne River," and to incorporate such agreements as an "alternative" for a future amendment to the Bay-Delta Plan. On March 26, 2019, the SFPUC adopted Resolution No. 19-0057 to support the SFPUC's participation in the Voluntary Agreement negotiation process. To date, those negotiations are ongoing under the California Natural Resources Agency and the leadership of the Newsom administration. On November 10, 2022, the SFPUC signed a Memorandum of Understanding Advancing the Term Sheet for the Voluntary Agreements to Update and Implement the Bay-Delta Water Quality Control Plan and Other Actions. Voluntary Agreements are now referred to as the Agreements to Support Healthy Rivers and Landscapes and negotiations remain ongoing.

Although there remains significant uncertainty in future dry year supply availability, discussed above, the City, SFPUC, and BAWSCA have developed strategies and actions to address the projected dry year supply shortfalls including:

- BAWSCA's Strategy 2050 which will identify the water supply and demand management needs and evaluate opportunities for the BAWSCA region to enhance water supply reliability and establish a framework to collectively support water reliability and resilience. The Strategy 2050 plan is anticipated to be completed by 2027.
- The SFPUC is evaluating a number of options to improve dry year supplies through its Water System Improvement Plan (WSIP) and an Alternative Water Supply Program including; storage

expansion, potable and non-potable water reuse, groundwater banking, and dry-year water transfers.

- Redwood City is a partner with SFPUC among others on the PureWater Peninsula project that involves treating wastewater effluent from Silicon Valley Clean Water at a new advanced purified water facility located on the Peninsula and transmitting that purified water to Crystal Springs Reservoir, where it would blend with RWS surface water supplies before the SFPUC treats it again at the Harry Tracy Water Treatment Plant.

In contrast to potable water, Redwood City has sufficient recycled water supplies to meet projected recycled water demands. Recycled water supplies are expected to be fully reliable in all year types because recycled water availability is based on wastewater flows that continue during drought conditions.

Water Shortage Contingency Plan

Redwood City's WSCP has been developed to serve as a flexible framework of planned response measures to mitigate future water supply shortages. The WSCP builds upon and supersedes the WSCP that was presented in the 2020 Urban Water Management Plan (UWMP). Updates to the WSCP reflect new requirements in California Water Code, and lessons learned during the recent 2014 to 2016 drought to improve the City's ability to respond effectively and efficiently in the event of a future water supply shortage or emergency.

The City developed the WSCP based on the following guiding principles:

- Water cutbacks for potable water use will focus on outdoor water use. Outdoor water use is an important, but relatively discretionary end use in comparison to indoor water uses related to drinking, cooking, and sanitary activities. Outdoor water use supplied with recycled water, however, may not need to be cut back because recycled water supplies are expected to remain available to meet projected recycled water demands during drought conditions.

- Water cutbacks are to be based on water needs, not historical water use, whenever possible. Customers knowing water shortage allocations are based on historic water use may tend to overuse water during non-drought periods so as to provide them with a greater allocation during a shortage. Expressed in a different way, customers implementing water conservation activities (demand hardened) should not be penalized by receiving the same percentage cutback as non-conserving customers.

Practically, these principles guide the City to ask for a need-based, shared contribution from all of its customers towards meeting water use reduction goals during periods of water shortage through the City's Water Allocation Program. It further directs the City to focus its water conservation efforts on reducing discretionary water uses such as outdoor water use, while attempting to preserve uses that are essential to health and safety such as drinking, cooking, and sanitary activities. The WSCP focuses on potable water uses because recycled water supplies are expected to remain available to meet projected recycled water demands even during drought conditions.

In addition to the WSCP the City also has a Water Conservation Program (WCP) to prevent the waste and unreasonable use of water when there is not any water shortage or emergency through specific prohibited actions as follows.

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
- The application of potable water to driveways and sidewalks.
- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
- The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.
- The irrigation with potable water of ornamental turf on public street medians.
- The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
- Use of potable water through broken or defective plumbing and irrigation systems.
- Use of potable water in single-pass cooling systems.

EQUITY IMPACT STATEMENT

The Urban Water Management Plan is a state-mandated document updated every five years to support long-term water supply and demand planning. Locally, the impact is expected to be equitable because the UWMP and WSCP are systemwide planning documents that apply uniformly across the City's water service area and are designed to protect essential indoor water uses during shortage conditions. As a result, no disproportionate burdens are anticipated for vulnerable or low-income households, nor is there a need to prioritize water availability among different population groups as part of this planning action. Although no data suggests uneven outcomes, the City recognizes that drought penalties may create financial strain for lower-income customers.

To help address cost-related disparities, the City has revised its penalty structure during water shortages to include a financial hardship penalty reduction process. The penalty reduction is a sliding scale based on San Mateo County Area Median Income thresholds. This approach allows the City to maintain necessary demand-management measures while reducing hardship for households with fewer financial resources. Over time, the City will assess alignment with its equity goals by monitoring customer penalty data, tracking participation in income-qualified assistance programs, and reviewing water-use trends across customer classes during shortage events. The action will be considered fair and inclusive if lower-income customers are not disproportionately affected and water reliability remains consistently strong for all members of the community.

FISCAL IMPACT

No fiscal impacts to the Water Enterprise Fund will result directly from adoption of this UWMP or WSCP or WCP. The fiscal impacts of implementing and financing water conservation, recycling, and shortage response programs described in the UWMP. WSCP and WCP will be included in future budget proposals for Council consideration.

ENVIRONMENTAL REVIEW

Pursuant to Section 10652 of the California Water Code (Division 6), the California Environmental Quality Act (CEQA) does not apply to the preparation, adoption, or implementation of the UWMP or the WSCP, which is prepared as part of the City's UWMP; they are statutorily exempt from CEQA. Additionally, these actions are categorically exempt from CEQA pursuant to CEQA Guidelines Section 15307 because it is an action authorized by state or local ordinance to assure the maintenance of a natural resource.

PUBLIC NOTICE

Public notice was provided through publication in the San Mateo Daily Journal, direct mail to water agencies in the region, neighboring cities and the County of San Mateo, and through one community meeting in addition to posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. The draft UWMP and WSCP were also made available for public review before the public hearing. These actions were intended to satisfy the public notice and participation requirements applicable to UWMP adoption.

ALTERNATIVES

The Council may decide not to adopt the 2025 UWMP and direct staff to amend the plan and return to Council later. Delaying the adoption would cause Redwood City to miss the statutory deadline to submit the UWMP to DWR by July 1, 2026. The consequence of missing the statutory deadline includes potential disqualification for pending and future grant opportunities. The Council may also adopt the UWMP, WSCP and WCP while directing staff to make non-substantive, technical, or conforming revisions before submitting the final documents to DWR.

ATTACHMENTS

Attachment A – Resolution Adopting the 2025 UWMP
Attachment B – Resolution Adopting the WSCP

REPORT PREPARED BY:

Justin Chapel, Interim Assistant Public Works Director / Chief Sustainability Officer
jchapel@redwoodcity.org
(650) 780-7469

APPROVED BY:

Adrian Lee, Interim Public Works Director
Patrick Heisinger, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING REDWOOD CITY'S 2025 URBAN WATER MANAGEMENT PLAN AND AUTHORIZING THE PUBLIC WORKS SERVICES DIRECTOR TO COMPILE AND SUBMIT THE 2025 URBAN WATER MANAGEMENT PLAN TO THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES PRIOR TO JULY 1, 2026

WHEREAS, the Urban Water Management Planning Act, contained in California Water Code Section 10610 *et seq*., requires that urban water suppliers serving more than 3,000 customers or providing more than 3,000 acre - feet of water annually to develop an Urban Water Management Plan every fifth year ending in six and one; and

WHEREAS, the City of Redwood City is an urban water supplier providing more than 3,000 acre-feet of water annually to more than 3,000 customers; and

WHEREAS, the City's Public Works Services Department has prepared Redwood City's 2025 Urban Water Management Plan pursuant to the State of California's Urban Water Management Planning Act; and

WHEREAS, the Urban Water Management Plan will facilitate local and regional water planning activities and support the City's long-term water resource planning goals; and

WHEREAS, in accordance with Section 10642 of the California Water Code, the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the Urban Water Management Plan and the Water Shortage Contingency Plan was encouraged through public outreach; and

WHEREAS, local water retailers, public agencies, and special interest groups were notified of the City's intent to prepare a 2025 Urban Water Management Plan; and

WHEREAS, a community meeting was held on May 21, 2026, to provide information and to receive input on the draft 2025 Urban Water Management Plan, and notice of the meeting was provided through the City's social media channels and published on the City's events calendar; and

WHEREAS, Senate Bill X7-7, otherwise known as the Water Conservation Bill of 2009, requires a public hearing to discuss the method of determining urban water use targets and the impacts to the local economy from meeting said requirements; and

WHEREAS, the City has prepared and circulated for public review a draft 2025 Urban Water Management Plan, including the Water Shortage Contingency Plan prepared as an appendix thereto, and on June 22, 2026 the City Council held a duly noticed public hearing and considered the Urban Water Management Plan, the Water Shortage Contingency Plan, staff report and all public testimony in compliance with the

requirements of California Water Code Section 10642 and California Government Code Section 6066.

NOW, **THEREFORE**, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY**, **AS FOLLOWS**:

Section 1. The recitals set forth above are true and correct, and hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. Pursuant to Section 10652 of the California Water Code, the City Council finds and determines that, the California Environmental Quality Act (CEQA) does not apply to the preparation, adoption and implementation of an Urban Water Management Plan; additionally, it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15307 because it is an action authorized by state or local ordinance to assure the maintenance of a natural resource.

Section 3. The Redwood City 2025 Urban Water Management Plan, a copy of which is on file in the offices of the Public Works Services Department and on the City's website, to which copy reference is hereby made for the full particulars thereof, is hereby adopted with modifications, if any, made by the Public Works Director, or designee, at the direction of the City Council after the public hearing to address public input received at the public hearing.

Section 4. The Public Works Services Director is hereby authorized and directed to take administrative actions necessary to finalize, file, and make available the aforesaid Plan with the California Department of Water Resources, the California State Library, and the County of San Mateo and any city or county within which the City provides water supplies, as applicable, within thirty (30) days of the adoption of this resolution and prior to July 1, 2026, including by electronic submittal to the Department of Water Resources in accordance with California Water Code Section 10644.

Section 5. The Public Works Services Department is hereby authorized and directed to take any necessary actions to implement and administer the City's 2025 Urban Water Management Plan adopted hereby.

Section 6. This Resolution shall go into effect immediately upon its adoption.

* * *

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING REDWOOD CITY'S UPDATED WATER SHORTAGE CONTINGENCY PLAN AND WATER CONSERVATION PROGRAM AND AUTHORIZING THE PUBLIC WORKS SERVICES DIRECTOR TO COMPILE AND SUBMIT THE UPDATED WATER SHORTAGE CONTINGENCY PLAN AS PART OF THE CITY'S 2025 URBAN WATER MANAGEMENT PLAN TO THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES PRIOR TO JULY 1, 2026

WHEREAS, in California, water is a precious and limited resource that must be used wisely; and

WHEREAS, California Water Code Section 10632(a) requires urban water suppliers to prepare and adopt a Water Shortage Contingency Plan (WSCP) as part of their Urban Water Management Plans, including shortage levels, shortage response actions, communication protocols, enforcement, appeal, and exemption procedures and other required elements to respond to water supply shortages; and

WHEREAS, on May 9, 2016, Governor Brown signed an executive order permanently prohibiting the use of potable water for specific outdoor water uses; and

WHEREAS, on October 17, 2016, the City Council adopted Resolution No. 15530 adopting a WSCP and Water Conservation Program (WCP); and

WHEREAS, in 2018 Senate Bill 606 and Assembly Bill 1668 together referred to as "Making Water Conservation a California Way of Life" or the "2018 Water Conservation Legislation" were signed into California law amending the requirements for Water Shortage Contingency Plans; and

WHEREAS, on June 14, 2021, the City Council adopted Resolution No. 15962 rescinding Resolution No. 15530 and adopting the 2020 WSCP and WCP; and

WHEREAS, the City's 2025 Urban Water Management Plan (UWMP) is being considered for adoption on June 22, 2026, and includes a WSCP that complies with the 2018 Water Conservation Legislation and sets forth stages of action for water conservation at increased levels of water shortages; and

WHEREAS, pursuant to California Water Code Section 375, the City Council is authorized to adopt and enforce a WCP to prohibit nonessential water use, prevent water waste, and conserve the City's water supplies; and

WHEREAS, the City has prepared a WCP to prohibit nonessential water use, water waste, and conserve the City's water supplies; and

WHEREAS, after holding a duly noticed public hearing, the City Council finds that adoption of the WCP is necessary to reduce, prevent water waste, and conserve the City's water supplies.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

Section 1. The recitals set forth above are true and correct, and hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds that the WSCP and WCP are in the public interest and necessary for the purposes of anticipating increased levels of water shortages, implementing shortage response actions, prohibiting nonessential water use, preventing water waste, and conserving the water supplies of the City.

Section 3. Pursuant to Section 10652 of the California Water Code, the City Council finds and determines that pursuant to Water Code Section 10652, the California Environmental Quality Act (CEQA) does not apply to the preparation, adoption, or implementation of the WSCP, which is prepared and adopted as part of the City's 2025 UWMP; additionally, it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15307 because it is an action authorized by state or local ordinance to assure the maintenance of a natural resource.

Section 4. The City hereby adopts the WSCP, attached as Exhibit A and incorporated herein, and the WCP, attached as Exhibit B and incorporated herein.

Section 5. The Public Works Services Director is hereby authorized and directed to file the aforesaid WSCP with the California Department of Water Resources, the California State Library, and the County of San Mateo and any city or county within which the City provides water supplies, as applicable, within thirty (30) days of the adoption of this resolution and prior to July 1, 2026, and to make the WSCP available to the City's customers as required by California Water Code 10632.

Section 6. The Public Works Services Department is hereby authorized and directed to take any necessary actions to implement and administer the City's Water Shortage Conservation Plan and Water Conservation Program adopted hereby.

Section 7. This Resolution shall go into effect immediately upon its adoption.

* * *

EXHIBIT "A"

WATER SHORTAGE CONTINGENCY PLAN (WSCP)

1. WATER SHORTAGE DECLARATION

The City Manager may recommend the City Council adopt a resolution to declare a water shortage when there is a reasonable probability that there will be a supply shortage necessitating a demand reduction in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of a water shortage emergency, the Public Works Services Director of the City of Redwood City shall take action to implement the prohibitions identified in this WSCP, as applicable to the declared water shortage stage. The declared water shortage shall remain in effect until rescinded or otherwise modified by subsequent resolution of the City Council.

A. Stage 1 water shortage (up to ten (10) percent reduction).
B. Stage 2 water shortage (up to twenty (20) percent reduction).
C. Stage 3 water shortage (up to thirty (30) percent reduction).
D. Stage 4 water shortage (up to forty (40) percent reduction).
E. Stage 5 water shortage (up to fifty (50) percent reduction).
F. Stage 6 water shortage (greater than fifty (50) percent reduction).

2. DEFINITIONS

The following terms are defined for purposes of this WSCP:

A. CITY: means the City of Redwood City, a charter city.
B. DIRECTOR: means the Public Works Services Director of the City of Redwood City, or their designee or representative.
C. CUSTOMER: means any individual, firm, partnership, unincorporated association, corporation, company, organization or governmental entity or agency, whether within or without the geographic boundaries of the City of Redwood City who uses water supplied by the City.
D. BAWSCA: the Bay Area Water Supply and Conservation Agency.
E. SFPUC: the San Francisco Public Utilities Commission and the City's potable water supplier.
F. POTABLE WATER: Means water which conforms to the federal, state and local standards for human consumption.
G. GPCD: means gallons per person per day.

3. WATER SHORTAGE STAGES

3.1 STAGE 1 WATER SHORTAGE

A Stage 1 water shortage exists when the City Council declares that a water supply shortage exists and a demand reduction of up to ten (10) percent is necessary to appropriately respond to existing supply conditions. Upon declaration of a Stage 1 water shortage by the City Council, the Director shall instruct staff to:

i. Maintain water waste reporting portals, which may include a hotline, email address, and/or smart phone application
ii. Conduct public education;
iii. Implement a water conservation outreach program;
iv. Conduct coordination with BAWSCA and SFPUC;
v. Audit and reduce system water loss;
vi. Cut back flushing of water distribution mains for water quality purpose;
vii. Implement Water Allocation Program Stage 1 for irrigation customers with moderate water rate incentives and/or penalties for exceeding allocation/budget.

The following actions are prohibited during a declared Stage 1, water shortage.

A. Prohibit vehicle washing with a hose without a shut-off nozzle;
B. Prohibit use of potable water through broken or defective plumbing and irrigation systems;
C. Potable water shall not be used to water outdoor landscapes in a manner that causes runoff onto non-irrigated areas, walkways, or other hard surfaces;
D. Potable water cannot be applied to outdoor landscapes during and within (24) hours after measurable rainfall;
E. Potable water shall not be applied in any manner to any driveway or sidewalk, except when necessary to address immediate health or safety concerns;
F. Use only re-circulated or recycled water to operate ornamental fountains;
G. Irrigation with potable water outside of newly constructed homes and buildings not delivered by drip or microspray is prohibited;
H. Water use shall not exceed Stage 1 water budgets for irrigation customers.

3.2 STAGE 2 WATER SHORTAGE

A Stage 2 water shortage exists when the City Council declares that a water supply shortage exists and a demand reduction of up to twenty (20) percent is necessary to appropriately respond to existing supply conditions. Upon declaration of a Stage 2 water shortage by the City Council, the Director shall instruct staff to:

i. Continue with actions and measures from Stage 1 except where superseded by more stringent requirements;
ii. Expand public outreach venues including news, social media, websites, emails, banners, community events, paid advertising, notifications via customer app and paper mail, signs, and door hangers;
iii. Accelerate water conservation program implementation;
iv. Office water use audits to high water users;
v. Implement Water Allocation Program Stage 2 for irrigation customers with moderate water rate incentives and/or penalties for exceeding allocation/budget;

vi. Schedule staff for enforcement and customer service;
vii. Inform large landscape/property managers of the Water Allocation Program and fines or penalties for non-compliance.

In addition to the actions in Stage 1 except where superseded by more stringent requirements the following actions are mandatory during a declared Stage 2, water shortage.

A. Water use shall not exceed Stage 2 water allocations for each customer;
B. Irrigation of ornamental landscapes or turf not supplied through a dedicated irrigation meter with potable water not more than 2 days per week as follows:
    i. Addresses ending with an odd number shall only irrigate on Mondays and Thursdays;
    ii. Customers with no address shall only irrigate on Mondays and Thursdays;
    iii. Addresses ending with an even number shall only irrigate on Tuesdays and Fridays;

C. Restaurants and other food service operations shall serve water to customers only upon request;
D. Hotels and motels shall provide guests an option whether to launder towels and linens daily. Hotels and motels shall prominently display notice of this option using clear and easily understood language;
E. Require water efficient and drought-tolerant landscaping.

3.3 STAGE 3 WATER SHORTAGE

A Stage 3 water shortage exists when the City Council declares that a water supply shortage exists and a demand reduction of up to thirty (30) percent is necessary to appropriately respond to existing supply conditions. Upon declaration of a Stage 3 water shortage by the City Council, the Director shall instruct staff to:

i. Continue with actions and measures from Stage 2 except where superseded by more stringent requirements.;
ii. Implement mandatory Water Allocation Program Stage 3 with significant water rate incentives and/or penalties for exceeding allocation/budget.;
iii. Increase enforcement and water waste patrols;
iv. Suspend routine flushing of water mains except when necessary to address immediate health or safety concerns;
v. Moratorium on new water connections, subject to applicable law and City Council direction.

In addition to the actions in Stage 2 except where superseded by more stringent requirements the following actions are mandatory during a declared Stage 3, water shortage.

A. Water use shall not exceed Stage 3 water allocations for each customer.
B. Irrigation of ornamental landscapes or turf not supplied through a dedicated irrigation meter with potable water not more than 1 day per week as follows:

   i. Addresses ending with an odd number shall only irrigate on Mondays;
   ii. Customers with no address shall only irrigate on Mondays;
   iii. Addresses ending with an even number shall only irrigate on Tuesdays.

C. Vehicle washing is prohibited except at facilities using recycled or recirculating water;
D. Operating a commercial car wash system that does not utilize recycled or water recirculating technologies is prohibited.
E. Customers are encouraged to use pool covers where feasible.
F. Moratorium on new water connections.

3.4 STAGE 4 WATER SHORTAGE

A Stage 4 water shortage exists when the City Council determines that a water supply shortage exists and a demand reduction of up to forty (40) percent is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon declaration of a Stage 4 water shortage by the City Council, the Director shall instruct staff to:

i. Continue with actions and measures from Stage 3 except where superseded by more stringent requirements;
ii. Implement mandatory Water Allocation Program Stage 4 with significant water rate incentives and/or penalties for exceeding allocation/budget;
iii. Continue increasing public outreach, including frequently monitoring and reporting of water production and consumption and publish information on ways to minimize most valuable landscape damage and loss.
iv. Coordinate with law enforcement agencies to address enforcement challenges.
v. Initiate coordination with the City's Emergency Operations Center (EOC) in accordance with the Emergency Response Plan (ERP) to prepare for potential supply disruptions or escalation to emergency conditions.

In addition to the actions in Stage 3 except where superseded by more stringent requirements the following actions are mandatory during a declared Stage 4, water shortage.

A. Water use shall not exceed Stage 4 water allocations for each customer
B. Pool filling is prohibited unless a pool cover is used.
C. Water leaks must be fixed within 24 hours.

3.5 STAGE 5 WATER SHORTAGE

A Stage 5 water shortage exists when the City Council determines that a water supply shortage exists and a demand reduction of up to fifty (50) percent is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon declaration of a Stage 5 water shortage by the City Council, the Director shall instruct staff to:

i. Continue with actions and measures from Stage 4;
ii. Implement mandatory Water Allocation Program Stage 5 with severe water rate incentives and/or penalties for exceeding allocation/budget;
iii. Reduce water system pressures as applicable in a manner not to endanger public health or safety
iv. Activate applicable components of the ERP, including emergency operations coordination, communication protocols, service to critical business, and incident command structure, as warranted by supply conditions.
v. Prepare for implementation of emergency water supply provisions identified in the ERP (e.g., bottled water, water tankers).
vi. Coordinate with CA Dept of Public Health, County Public Health Department and other emergency response agencies regarding water quality, public health issues.
vii. Prepare to coordinate with State (California State Water Resources Control Board, and Department of Water Resources) and County (Department of Emergency Management) for emergency response support and funding;

In addition to the actions in Stage 4 except where superseded by more stringent requirements the following actions are prohibited during a declared Stage 5, water shortage.

A. Water use shall not exceed Stage 5 water allocations for each customer
B. Potable water use for irrigation of turf grass, or all outdoor uses is prohibited with the exception of:

    i. Maintenance of existing landscape necessary for fire protection,
    ii. Maintenance of existing landscape for soil erosion control,
    iii. Maintenance of plant materials identified to be rare or essential to the well-being of protected species,
    iv. Maintenance of landscapes or turf not supplied through a dedicated irrigation meter with potable water within active public parks and playing fields, day-care centers, golf course greens and school grounds, provided

    that such irrigation does not exceed one (1) day per week and does not occur between 9:00 a.m. and 5:00 p.m.,

a. Addresses ending with an odd number shall only irrigate on Mondays;
b. Customers with no address shall only irrigate on Mondays;
c. Addresses ending with an even number shall only irrigate on Tuesdays.

v. Actively irrigated environmental mitigation projects.

3.6 STAGE 6 WATER SHORTAGE

A Stage 6 water shortage exists when the City Council determines that a water supply shortage exists and a demand reduction of greater than fifty (50) percent is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon declaration of a Stage 6 water shortage by the City Council, the Director shall instruct staff to:

i. Continue with actions and measures from Stage 5;
ii. Implement mandatory Water Allocation Program Stage 6 with severe water rate incentives and/or penalties for exceeding allocation/budget;

In addition to the actions in Stage 5, except where superseded by more stringent requirements, the following actions are prohibited during a declared Stage 6, water shortage.

A. Water use shall not exceed Stage 6 water allocations for each customer
B. Potable water shall not be used for irrigation of turf grass and all other outdoor uses.

3.7 WATER ALLOCATIONS

Water allocations for residential outdoor uses and irrigation accounts are calculated according to the City's Water Budget Methodology available on the City's website at https://www.redwoodcity.org/departments/public-works/water/rates utilizing daily rainfall and evapotranspiration rates.

Commercial, Industrial, and Institutional customers' water allocations will be based on the same or similar billing period prior to the onset of a declared water shortage.

Customer Sector	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Residential Indoor Allocation	--	--	40 GPCD	34 GPCD	31 GPCD	27 GPCD
Residential Outdoor Reduction	--	--	65%	80%	90%	100%

Commercial (CII) Reduction	--	--	10%	20%	30%	35%
Irrigation Accounts Reduction	15%	35%	65%	80%	90%	100%
Recycled Water Reduction	0%	0%	0%	0%	0%	0%

4. EXCEPTIONS AND APPEALS

The procedures for exceptions and appeals shall be as set forth below.

4.1 EXCEPTIONS

Written applications for an exception to the provisions of this WSCP shall be made to the Director. A written determination will be made on all requests for exceptions within ten (10) business days from receipt of an application for an exception and mailed to the applicant.

The Director's determination shall consider the following criteria:

A. Whether all practical water conservation measures have been previously adopted;

B. Whether failure to grant the application would cause an emergency condition adversely affecting the health, sanitation, fire protection or safety of the customer or the public; or

C. Whether undue hardship would result to the applicant if the application were denied or the flow-restricting device were installed, including adverse economic impact such as loss of production or loss of jobs.

4.2 APPEALS

Denials of any application for an exception or a decision of the Director to install a flow-restricting device or discontinue water service may be appealed to the City Manager, or their designee, whose decision shall be final. An application for an appeal shall be filed with the City Clerk in writing within seven (7) calendar days after the Director's decision and shall state the specific grounds for the appeal. The City Manager shall issue a written decision within fifteen (15) calendar days after the appeal has been filed with the City Clerk.

5. ENFORCEMENT

The enforcement of any provisions of this article apply to violations of the WSCP and the WCP unless otherwise specified and shall be as set forth below.

5.1 INSTALLATION OF FLOW-RESTRICTING DEVICES AS ENFORCEMENT

A. Upon the receipt of reliable information confirming an alleged violation of this

WSCP, the Director shall issue a written warning to the suspected violator. The Director may, after one (1) or more written warnings, determine whether to require installation of a flow-restricting device on the service line of any customer violating any of the provisions of this WSCP.

B. If the Director determines installation of a flow-restricting device is necessary, written notification of the Director's decision shall be mailed to the customer. The customer shall have ten (10) calendar days from the decision to contest the Director's decision by submitting written documentation to the Director. If the customer does not contest the decision, the decision will become final without further notification. If the customer contests the Director's decision, the Director shall have ten (10) business days to issue a final written decision. If the customer contests the Director's decision, they may appeal the Director's decision pursuant to Section 4.2 Appeals.

C. Charges for installation or removal of flow restricting devices is as follows:

Charges for Installation or Removal of Flow Restricting Devices		
Meter Size	Installation Charge	Removal Charge
5/8” to 1”, inclusive	$50	$50
1-1/2” to 2”, inclusive	$100	$100
3” or larger	Actual Cost	Actual Cost

5.2 DISCONTINUANCE OF WATER SERVICE

Continued water use in violation of any of the provisions of this WSCP, after written warning by the Director and installation of flow-restricting devices, may result in the discontinuation of water service by the City of Redwood City. The Director shall mail a written notice of discontinuation of water service. A Customer may appeal pursuant to Section 4.2 Appeals. The charge for reactivating or restoring water service shall be fixed by resolution of the City Council, based on the City's cost for labor, equipment, materials and overhead.

5.3 USE OF POTABLE WATER THROUGH DEFECTIVE EQUIPMENT

i. Use of potable water through any meter when written notice has been given by the Director to repair broken or defective plumbing, sprinkler, watering or irrigation systems and has failed to effect such repairs. The failure of any customer to effect said repairs within the applicable time period after said written notification by Director shall constitute grounds for immediate discontinuance of water service pursuant to this WSCP and any applicable City utility service regulations.

ii. The time period within which repair shall be made of the broken or defective

plumbing, sprinkler, watering or irrigation systems after receiving written notice is determined by the water supply condition as follows:

A. A maximum of ten (10) days under normal supply conditions.
B. A maximum of ten (10) days during a Stage 1 water shortage.
C. A maximum of five (5) days during a Stage 2 water shortage.
D. A maximum of three (3) days during a Stage 3 water shortage.
E. A maximum of twenty-four (24) hours during a Stage 4 water shortage.
F. A maximum of twenty-four (24) hours during a Stage 5 water shortage.
G. A maximum of twenty-four (24) hours during a Stage 6 water shortage

5.4 PENALTIES

The taking of any action prohibited in this WSCP is an infraction punishable by a fine of up to five hundred dollars ($500) for each day in which the violation occurs. Prior to issuance of a fine, the City shall follow the enforcement procedures set forth below:

1st Violation: notice of violation door hanger/email/phone call to customer, resident or business;

2nd Violation: certified letter from City notifying customer, resident or business of violation and potential future fines;

3rd Violation: one hundred dollars ($100) for a third violation of the same provision within one (1) year;

4th Violation: two hundred dollars ($200) for a fourth violation of the same provision within one (1) year;

Five hundred dollars ($500) for all subsequent violations of the same provision within one (1) year.

Each day in which a violation occurs shall be considered a separate offense. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

The Director may grant a fine reduction for individuals who have demonstrated financial hardship and provided income documentation. Eligibility for a fine reduction is based on gross household income in comparison to area median income limits as defined each year by the U.S. Department of Housing and Urban Development for San Mateo County. The most recent Area Median Income (AMI) can be found at: https://www.smcgov.org/housing/income-limits. AMI is based on household size and income and shall include income for all permanent residents of the household or property receiving potable water service from the city.

Financial hardship is demonstrated when gross household income is at or below Low, Very Low, and Extremely Low income categories, and fines will be reduced based on Table 5.1.

Table 5.1 – Reduced Fine based on AMI

Income Category	% of AMI	% of Full Penalty	3rd Violation	4th Violation	Additional Violations
Extremely Low	0-30%	25%	$25.00	$50.00	$125.00
Very Low	31-50%	50%	$50.00	$100.00	$250.00
Low	51-80%	75%	$75.00	$150.00	$375.00
Median or Above	81% +	100%	$100.00	$200.00	$500.00

Acceptable types of documentation showing proof of household income are included in Table 5.2.

Table 5.2

Income Documents		
	Types of Income:	**Send a copy of:**
1	Wages, Salaries, Tips, Commissions	Two most recent check stubs or W2 or IRS Form 1040
2	Pensions, Social Security, SSP, SSDI, Disability Payments, Workers Compensation, Unemployment Benefits, VA Benefits, Foster Care Payments	Award letter(s) or two most recent check stubs or the most recent bank statement (to show direct deposit)
3	School Grants, Scholarships, Other Aid	Award letter(s) or two most recent check stubs
4	Child and/or Spousal Support	Court Documents or two most recent check stubs

5	Rental and/or Royalty Income	IRS Form 1040 and Schedule E for rental income
6	Profit from Self Employment	IRS Form 1040 and Schedule C
7	Interest and/or Dividends	IRS Form 1040 or IRS Form 1099 OR three bank statements

6. WATER SHORTAGE CONTINGENCY PLAN – APPENDIX G TO 2025 URBAN WATER MANAGEMENT PLAN

This Water Shortage Contingency Plan shall incorporate all terms, procedures and requirements set forth in Appendix G (Water Shortage Contingency Plan) to the 2025 Urban Water Management Plan. Appendix G is hereby incorporated by reference.

EXHIBIT "B"
WATER CONSERVATION PROGRAM

1. DEFINITIONS

A. CITY: means the City of Redwood City, a charter city.
B. DIRECTOR: means the Public Works Services Director of the City of Redwood City, or their designee or representative.
C. CUSTOMER: means any individual, firm, partnership, unincorporated association, corporation, company, organization or governmental entity or agency, whether within or without the geographic boundaries of the City of Redwood City who uses water supplied by the City.
D. BAWSCA: the Bay Area Water Supply and Conservation Agency.
E. SFPUC: the San Francisco Public Utilities Commission and the City's potable water supplier.
F. IRRIGATION STATION: means an area of irrigated landscape controlled by a single irrigation valve.
G. HARD-SURFACED AREAS: means sidewalks, walkways, driveways, parking areas, tennis courts, patios, alleys or other paved areas.
H. SINGLE-PASS COOLING SYSTEM: means equipment where water is circulated only once to cool equipment before being disposed.
I. DECORATIVE WATER FEATURE: means a design element where open water performs an aesthetic function, including, but not limited to, ponds, fountains, waterfalls and artificial streams.
J. RECYCLED WATER: Non-potable tertiary treated water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or controlled use that would not otherwise occur. (See California Water Code section 13050(n).)
K. POTABLE WATER: Means water which conforms to the federal, state and local standards for human consumption.
L. ARCHITECTURAL OR LANDSCAPING GUIDELINES OR POLICIES: includes any formal or informal rules other than the governing documents of a common interest development.
M. HOMEOWNERS' ASSOCIATION: means an "association" as defined in section 4080 of the Civil Code.
N. COMMON INTEREST DEVELOPMENT: has the same meaning as in section 4100 of the Civil Code.
O. COMMUNITY SERVICE ORGANIZATION OR SIMILAR ENTITY: has the same meaning as in section 411 O of the Civil Code.
P. GOVERNING DOCUMENTS: has the same meaning as in section 4150 of the Civil Code.
Q. SEPARATE INTEREST: has the same meaning as in section 4185 of the Civil Code. GENERAL PROVISIONS AND PROHIBITED WATER USES

At all times, to prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited. In the event of a declared water shortage, any prohibited water uses imposed by this WCP in which two (2) or more prohibitions apply to the same water use, the most restrictive prohibition shall apply.

R. The following actions are prohibited at all times and in a declared water shortage except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency.
    1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
    2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
    3. The application of potable water to driveways and sidewalks;
    4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;
    5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
    6. The irrigation with potable water of ornamental turf on public street medians;
    7. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
    8. Use of potable water through broken or defective plumbing and irrigation systems.
    9. Use of potable water in single-pass cooling systems.

S. To prevent the waste and unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:
    1. Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivision (a) of the Civil Code; or
    2. Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared water shortage, as described in section 4735, subdivision (c) of the Civil Code.

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

City Council appointments to the Board of Building Review, Housing and Human Concerns Committee, Library Board, Parks Recreation and Community Services Commission, Planning Commission, and Senior Affairs Commission

SUMMARY

Each Spring, the City Clerk's Office conducts recruitment to fill upcoming vacancies on the City's Boards, Commissions, and Committees (BCCs). The recruitment period typically spans 8 weeks, followed by qualified applicants interviewing the City Council at a Special Meeting, and finally appointments by the City Council at a subsequent meeting. Following the close of the 2026 recruitment period, a Special Meeting was held on May 18 to interview qualified applicants. Utilizing applications, interviews, and public comments, the City Council will, by roll call vote, make appointments to the Board of Building Review, Housing and Human Concerns Committee, Library Board, Parks Recreation and Community Services Commission, Planning Commission, and Senior Affairs Commission.

RECOMMENDATION

1. By roll call vote, appoint to the following:
   a. **Board of Building Review** for 2 full-term seats expiring May 31, 2030;
   b. **Housing and Human Concerns Committee** for 4 full-term seats expiring May 31, 2030;
   c. **Library Board** for 3 full-term seats expiring June 30, 2030;
   d. **Parks, Recreation and Community Services Commission** for 4 full-term seats expiring May 31, 2030;
   e. **Planning Commission** for two full-term seats expiring June 30, 2030;
   f. **Senior Affairs Commission** for 2 partial-term seats expiring May 31, 2028 and 3 full-term seats expiring May 31, 2030; and
2. By motion, authorize use of the current Board, Commission, and Committee (BCC) applicant pool to fill any additional vacancies on the above listed BCCs that may occur between now and January 31, 2027.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Each spring the City Clerk's Office conducts recruitment to fill vacancies on the City's Boards, Commissions, and Committees (BCCs). This year, the recruitment period was open March 2 – May 3 and sought to fill 27 vacancies across ten BCCs: eight BCCs appointed by the City Council and two BCCs appointed by the Planning Commission.

Following the close of the initial application period, the City Clerk had not received the desired number of applications for the Arts Commission, Board of Port Commissioners and Historic Resources Advisory Committee. At the direction of the Mayor, staff extended the application period for the three BCCs through May 31. Following the extended application period, a sufficient number of applications were received. Interviews for the Arts Commission and Board of Port Commissioners will be held on July 13, with City Council appointments to occur on July 27.

For the positions appointed by the Planning Commission – Architectural Advisory Committee and Historic Resources Advisory Committee – applications were forwarded to Planning Division staff and interviews and appointments will be scheduled at a date to be determined.

ANALYSIS

Outreach mechanisms employed during the 2026 recruitment
Staff leveraged the following outreach and advertising mechanisms to inform community members about the recruitment:

- 30-second ad spots featured on local rock station 107.7 The Bone and KNBR 680, garnering 2,515,099 impressions
- Geo-targeted video ads broadcast across streaming platforms such as Roku TV, Apple TV, and other internet TV providers resulting in 99,983 impressions from Redwood City residents
- 40 social media posts and 2 boosted ads on Facebook, Instagram, LinkedIn, X, and NextDoor resulting in nearly 53,000 impressions and over 1,300 interactions
- Print ad in The Pilot magazine
- Recurring print ads in the San Mateo Daily Journal and digital advertising on smdailyjournal.com resulting in 25,000 impressions
- Featured article in the Redwood City Pulse
- BCC recruitment flyers, including a general flyer listing all BCCs and individual flyers for each BCC highlighting specifics about the scope of work for each body distributed at City facilities and community events

- Participation in the Teen Career Networking Event hosted by the Teen Advisory Board and Parks, Recreation and Community Services staff, resulting in direct engagement with approximately 25 local youth
- Key message sharing with over 100 community partner organizations
- Direct recruitment messaging to nearly 120 community members who previously expressed interest in receiving recruitment announcements
- In-person announcements at the Redwood City Women's Club
- In-person tabling events hosted by City Clerk staff and current BCC members at the Downtown Library and Kiwanis Farmers Market
- Frequent articles in City eNews, Library eNews, and Parks, Recreation and Community Services eNews
- Email blasts and recruitment reminders to community members who have opted into receiving City announcements

Application Data

During the initial 12-week recruitment period, the online application was viewed nearly 1,000 times. At the close of the first round, the City Clerk's Office received a total of 75 applications. Following verification, some applicants were deemed not eligible and others chose to withdraw from consideration. The City Council will consider 61 qualified applicants for the positions being appointed in this round. Additional applicant data are illustrated below.

Figure 1. Applications by BCC

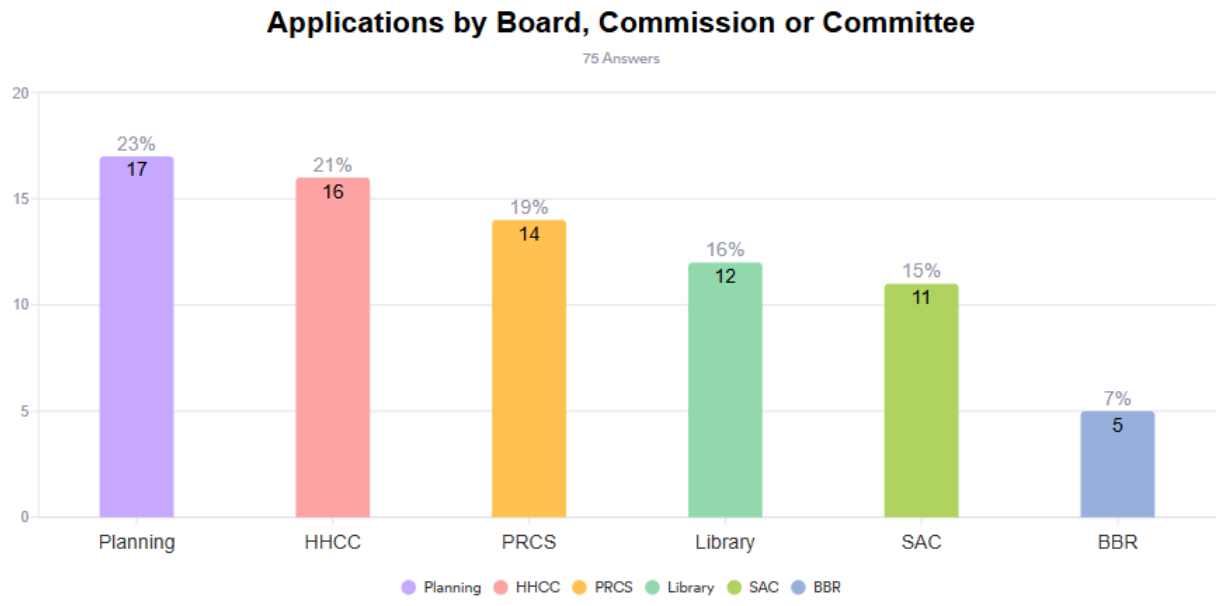


Figure 2. Applications by Residency in City Council Districts [1]

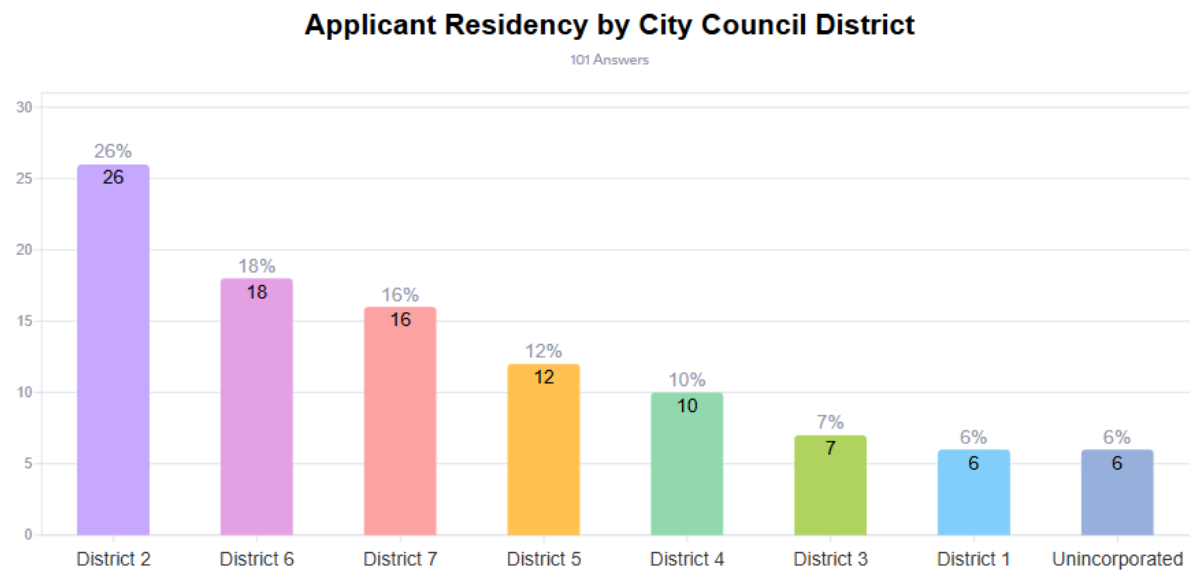
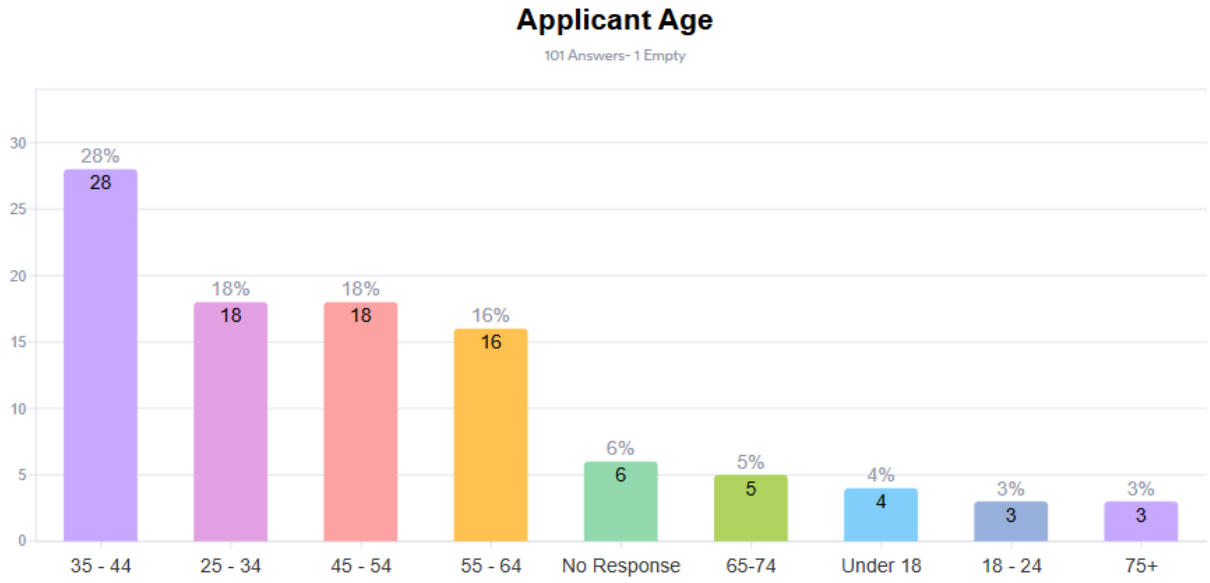


Figure 3. Applicant Age[1]



[1]Includes data from all applicants, including those who applied during the extension and for positions appointed by Planning Commission.

Applicants and Interviews

Board of Building Review: 2 full-term seats expiring May 31, 2030

- Enzo Costantini – D7
- Joanne Kurze – D7
- Daniel Navarro – D3
- Heman Rossback – D1

Housing and Human Concerns Committee: 4 full-term seats expiring May 31, 2030

- Nirshila Chand – D5
- Vanessa Corea – D1 *(not present)*
- Max Discher – D3* *(not present, submitted written interview responses)*
- Agustin Espino-Diaz – D3
- Katie Goetz – D2*
- Edwin Gonzalez – D6
- Scott Granet – D1
- David Kassouf – D2 *(not present)*
- Marlen Medina – D2 *(not present, submitted written interview responses)*
- Regina Mersereau – D6 *(not present)*
- Frida Sanchez – Unincorporated
- Jennifer Tomasino – D2 *(not present)*
- Janice Viloria – D6

Library Board: 3 full-term seats expiring June 30, 2030

- Caitlin Chambers – D2 *(not present)*
- Sauima Figueroa – D2 *(not present)*
- Anthony Godlewski – D4
- Darryl Holliday – D3 *(not present)*
- Ann Lane – D4
- Ciara Murphy – D5
- Aimee Swanson – D7*
- Lindsie Verma – D5* *(not present, submitted written interview responses)*

Parks, Recreation and Community Services Commission: 4 full-term seats expiring May 31, 2030

- Natalie Badkar – D7 *(not present, submitted written interview responses)*
- Ouldouz Berenjforoosh – D6
- Elise Debuysser – D4*
- Zorie Gomez – D7 *(not present)*
- Alice Kaufman – D7*
- Wendy Moltrup – D6
- Mollie Naber – D6
- Zane Razzak – D1
- Ben Serio – D7*
- Jason Simpson – D5 *(not present)*
- Pratik Verma – D5 *(not present, submitted written interview responses)*
- Siyang (Becky) Zhou – D6

Planning Commission: 2 full-term seats expiring June 30, 2030

- Benjamin Arredondo – D7 *(not present, submitted written interview responses)*
- Michael Arruza Cruz – D2
- Laird Bennion – D2
- Cynthia Bickerstaff – D7
- Christopher Cicero – D2
- Dylan Finch – D2*
- Jack Gertidge – D2 *(not present)*
- Bernadette Hadnagy – D7 *(not present)*
- Dennis Murphy – D7
- Jose Rubio-Zepeda – D2
- Eric Sahn – D5
- Chris Smith – D6 *(not present)*
- Jason Webb – D7
- Allison Zaum – D3

Senior Affairs Commission: 2 full-term seats expiring May 31, 2028 and **3** full-term seats expiring May 31, 2030

- Paul Bocanegra – D6
- Shifan (Cecilia) Fei – D1
- David Hsu – D1
- Nancy Keegan – D6
- Nino Lazaro – D1
- Michael Lynch – D6*
- Rakshith (Rocky) Mandayam – D2
- Angelo Pissani – D2
- Ira Yenko – D2

*Incumbent

Additionally, staff request the applicant pool established from this recruitment remain open through January 31, 2027 and be used to fill vacancies that may occur on these BCCs between now and the beginning of the next recruitment period.

EQUITY IMPACT STATEMENT

Over the last several years, the City Clerk's Office has undertaken an equity initiative designed to understand the demographic composition of BCCs as compared to the overall composition of the Redwood City community, and to reduce barriers to participation by historically underrepresented community members. The goal of this initiative has been to support recruitment among community members with varying perspectives and lived experiences to ensure a range of perspectives are represented on our BCCs.

In recent years, the City Clerk's Office has taken a closer look at trends across age categories for BCC applicants. This recruitment was dominated by applicants aged 25-44 who represented nearly half of the applicant pool. Compared to years past, this is an increase of approximately 15%. Applications from residents aged 25 and below represented 7% of total applications this year, down from 12% last year and down from 14% at their peak in 2024. Additional efforts will be considered for how to deepen engagement with younger community members to sustain long-term growth in this category.

In advance of this recruitment, staff assessed existing BCC membership by City Council district and noted underrepresentation of residents in Districts, 3, 4, and 5. Using geotargeted advertising, and strategic engagement with existing community partners, staff made efforts to recruit more residents from these areas. Compared to the 2025 recruitment, applications from residents in Districts 3 and 5 increased, with applicants from residents in District 4 remaining relatively unchanged. Staff will continue to evaluate BCC membership and use data to lead outreach and engagement efforts.

FISCAL IMPACT

Advertising in print, radio, video across various streaming platforms, and through numerous social media platforms totaled approximately $6,000. Funding for all aspects of the administration of Boards,

Commissions, and Committees including recruitment is contemplated in the FY 2025-26 City Clerk's Office/City Manager's Office budget.

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

The City Council could decide to re-open the recruitment process for any or all BCCs or provide staff with additional feedback or direction.

ATTACHMENTS

None. Applications are available upon request from the City Clerk's Office.

REPORT PREPARED BY:

Kimberly Daniel, Management Analyst II
kdaniel@redwoodcity.org
(650) 780-7209

APPROVED BY:

Yessika Castro, City Clerk
Patrick Heisinger, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 22, 2026

SUBJECT

Discuss Senate Bill (SB) 707, "*The Brown Act Modernization Act",* and adopt the Brown Act Meeting Technology Disruption Policy as recommended by the City Council's Governance Sub-Committee

SUMMARY

On May 13, 2026, the Governance Sub-Committee (Mayor Martínez Saballos, Vice Mayor Eakin, and Council Member Gee) received an update on Senate Bill 707 (2025) - *"The Brown Act Modernization Act"*, which makes significant changes to the California open meetings law, known as the Brown Act. Staff presented numerous recommendations for implementing provisions of the law and the Sub-Committee provided their comments and support for all staff recommendations.

Through all aspects of SB 707 implementation, the City seeks to underscore the principles of transparency, consistency, effectiveness, and efficiency of resources. Through this lens, staff and the Sub-Committee encourage all Redwood City legislative bodies to go beyond minimum requirements and implement practices that encourage meaningful community access to public meetings conducted by the City.

RECOMMENDATION

1. By motion, adopt the *Brown Act Technology Disruption Policy* as recommended by the Governance Sub-Committee; and
2. Receive update and provide individual Council member feedback on key aspects of SB 707 considered by the Governance Sub-Committee related to virtual meeting participation requirements, agenda translation, remote meetings for eligible subsidiary bodies, remote meetings by multijurisdictional bodies, and community engagement efforts.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On October 3, 2025, Governor Newsom signed into law Senate Bill (SB) 707 – *"The Brown Act Modernization Act",* which made significant changes to the California open meetings law. Since that time, staff have been analyzing the nuanced aspects of the law, identifying provisions that require City action or input, and drafting policies and procedures to ensure compliance by the implementation deadlines prescribed by the law. The law took effect January 1, 2026, some provisions taking effect July 1, 2026 and sunsetting January 1, 2030.

The City Council's Governance Sub-Committee (comprised of Mayor Martínez Saballos, Vice Mayor Eakin, and Council Member Gee) received an initial update on SB 707 at their October 20, 2025, Sub-Committee Meeting from California Public Policy Group (CPPG), the City's legislative consultant. Staff returned to the Sub-Committee on May 13, 2026, to present a draft policy entitled *Brown Act Technology Disruption Policy* and numerous recommendations for implementing specific provisions of SB 707. Following the staff presentation, the Sub-Committee provided feedback and support for the staff recommendations.

SB 707 is a complex piece of legislation with nearly 30 provisions. In Redwood City, many provisions are already in practice, while some will require minimal changes to policies and practices. Staff prepared a table of all provisions enacted by SB 707 including the City Clerk's proposed implementation actions (Attachment A). This staff report focuses on provisions identified as requiring City Council action or policy guidance and includes recommendations from the Governance Sub-Committee.

Through all aspects of SB 707 implementation, the City seeks to underscore the principles of transparency, consistency, effectiveness, and efficiency of resources. Guided by these principles, staff and the Sub-Committee encourage all City legislative bodies to go beyond minimum requirements and implement practices that encourage meaningful community access to public meetings.

ANALYSIS:

1. **Virtual Participation Requirement – Effective July 1, 2026**

One of the most consequential mandates created by SB 707 is the requirement for all "eligible legislative bodies"[1] to include an opportunity for the public to attend all open and public meetings via two-way telephonic or two-way audiovisual platform (i.e. Zoom), unless adequate telephonic or internet service is not operational at the meeting location. As a result of this mandate, the Mayor no longer has discretion to limit the use of virtual meeting participation.

While this provision only requires the City Council to provide virtual participation, all meetings of Redwood City legislative bodies currently offer this feature. Staff recommend maintaining this practice to ensure consistency, transparency, and access for community members.

[1] Under SB 707, "Eligible Legislative Bodies" means a City Council of a city with a population of 30,000 or more.

Governance Sub-Committee Recommendation:
The Sub-Committee recommends continuing to provide virtual meeting participation for all legislative bodies via Zoom, including City Council Sub-Committees and Boards, Commissions and Committees (BCCs).

The Sub-Committee recommend clarifying in the *Guide to City Council Communication and Business* that the City's obligations as they relate to technology support are limited to ensuring the City's technology functionality at the meeting location and not that of other agency representatives or community members who may be participating from other locations.

Should the City Council support this recommendation, staff who support the City's legislative bodies will be informed of this continued requirement and updates will be made to the *Guide to City Council Communication and Business* for future consideration by the Governance Sub-Committee followed by the full City Council.

2. Brown Act Meeting Technology Disruption Policy – Effective July 1, 2026

By July 1, 2026, SB 707 requires "eligible legislative bodies" to adopt a policy outlining how the City will address technological disruptions that may occur during a meeting offering virtual participation. The law outlines the policy requirements and stipulates that it must be considered by the legislative body at a public meeting and adopted by action, not on the Consent Calendar. As required, the policy prescribes steps the City will take to diagnose and restore virtual meeting access and prescribe a timeframe by which the City's actions will occur. The policy allows the legislative body to meet in a properly agendized Closed Session during the technology disruption and, if the technology cannot be restored, the policy includes a process for resuming the meeting should the legislative body make findings that 1) appropriate steps were taken to restore virtual meeting access, and 2) the public interest in continuing the meeting without virtual access outweighs the public interest in virtual participation.

The law stipulates the policy need only apply to the City Council, however, the City has historically aligned procedures across all legislative bodies to ensure consistency and transparency for community participants and consistent implementation for staff. Regarding the adherence to a technology disruption policy, staff recommend extending the provisions of the policy to all legislative bodies.

Governance Sub-Committee Recommendation:
The Sub-Committee recommends applying Technology Disruption Policy to all legislative bodies to ensure consistency and transparency for community members who attend meetings of different legislative bodies. Certain provisions of the policy as presented were not applicable to all legislative bodies. As such, following Sub-Committee discussion, staff further refined the policy to include flexibility for all other legislative bodies to resume meetings following a meaningful attempt to restore technology, and without requiring a vote. The revised draft policy is included as Attachment B.
While the law requires the policy to take effect July 1, 2026 for the City Council, the Sub-Committee supported delayed implementing for all other legislative bodies to align with the City's transition to a new agenda management system, which is expected in Fall 2026.

3. City Council Agenda Translation Requirements – Effective July 1, 2026

SB 707 requires "eligible legislative bodies" who meet certain population thresholds to translate and post meeting agendas in all "applicable languages", as defined. According to the most recent American Community Survey, the Redwood City community includes 31% of residents who speak Spanish, and of those, approximately 61% speak English less than "very well". Therefore, the law requires Redwood City to translate and post City Council agendas in Spanish.

Translations must include instructions in-language for joining the meeting remotely. To comply, only the agenda document is required to be translated, not the full agenda packet, and the use of machine translation (such as Google Translate) is acceptable.

In addition to translating the agenda, the City is required to post the translated agendas prominently on the City website under an equally accessible area as the English agenda and at the physical meeting location. Further, the City is required to provide a designated physical location within reasonable proximity to the meeting location that allows community members to post their own agenda translation. The City is not liable for the accuracy of public translations.

As with the above provisions, this requirement only applies to the City Council, however staff recommend extending the requirement to all legislative bodies. Implementation will require staff time for initial training, ongoing staff time to proof translated agendas which could be supported by the City's certified bilingual staff, modifications to the City's website to ensure equal access to both versions of the agenda, and an investment in establishing physical posting locations for community translations at all eligible meeting locations. City Clerk staff have started initial discussions with facilities staff at all City meeting locations to determine cost and location at each.

> **Governance Sub-Committee Recommendation:**
> The Sub-Committee recommends applying the agenda translation requirement to all legislative bodies. While the law requires translation to begin July 1, 2026 for City Council agendas, the Sub-Committee recommends delayed implementing for all other legislative bodies to align with the City's transition to a new agenda management system, which is expected in Fall 2026.

4. Eligible Subsidiary Bodies May Seek City Council Approval to Meet Remotely – Effective January 1, 2026

SB 707 seeks to expand engagement in meetings of subsidiary bodies (i.e. City Council Sub-Committees and advisory Boards, Commissions and Committees (BCCs)) by allowing "eligible subsidiary bodies"[2] to seek approval from the City Council to allow all members to meet remotely. While the provision would enable members to participate in meetings from remote locations within the jurisdiction, the City would

[2] "Eligible Subsidiary Body" means a legislative body that meets all the following criteria. 1. Serves exclusively in an advisory capacity. 2. Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds. 3. Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

still be required to make one staffed physical meeting location available to members who wish to attend in person and for members of the public to attend, observe, and provide public comment.

Based on staff interpretation of "eligible subsidiary bodies" the following BCCs would be prohibited from seeking City Council approval to exercise this provision: Planning Commission, Board of Port Commissioners, and Board of Building Review. Further, members of the legislative body who are appointed to an "eligible subsidiary body" authorized to meet remotely must comply with standard agenda posting requirements, including posting agendas at all teleconference locations, listing all remote locations on the agenda, and ensuring each teleconference location is accessible to the public.

Historically, the City has sought to align meeting procedures for all legislative bodies in a manner that is uniform and transparent. This provision of SB 707 cannot be applied to all bodies, requiring the creation of alternative procedures and a need to expand community engagement to ensure community members are aware of nuanced meeting options for each legislative body.

Should an "eligible subsidiary body" seek City Council authorization to meet remotely under this provision, the law requires the City Council to discuss, during an open session within 60 days of receiving the request, the merits of said request. Prior to allowing an "eligible subsidiary body" to hold remote meetings, the legislative body must make the following findings during discussion in open session, and must reauthorize the provisions every 6 months:

1. The legislative body has considered the circumstances of the eligible subsidiary body.
2. Teleconference meetings would enhance public access to the meetings, and the public has been made aware of the type of remote participation and has been provided an opportunity to comment at an in-person meeting of the legislative body authorizing the eligible subsidiary body to meet entirely remotely.
3. Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of the eligible subsidiary body members.

The legislative body that created the "eligible subsidiary body" may elect to prohibit the "eligible subsidiary body" from using teleconferencing pursuant to this section at any time.

Given the operational complexities, the inability to implement uniform procedures across all legislative bodies, and the possible confusion it may cause community members seeking to participate in meetings of different legislative bodies, *staff recommend discouraging or proactively prohibiting "eligible subsidiary bodies" form seeking authorization to utilize this provision.*

Governance Sub-Committee Recommendation:
The Sub-Committee discussed the operational complexity of the provision and also recommends proactively discouraging the use of this provision by "eligible subsidiary bodies".

5. Multijurisdictional Bodies May Meet Remotely – Effective January 1, 2026

SB 707 enables multijurisdictional bodies (i.e. Belmont-Redwood Shores School District 2x2x2 and Redwood City School District and Sequoia Union High School District 2x2x2) to hold meetings remotely, provided various requirements are met:

1. A majority of members of the multijurisdictional body, including any member who receives compensation, must attend from one or more public physical locations within the agency's jurisdiction.
2. The agenda must identify the members who will be participating remotely, and members must be located greater than 20 miles of a physical meeting location to participate remotely.
3. The multijurisdictional body must adopt a resolution authorizing teleconference under this provision, and
4. Members must participate via audio and video for the duration of the meeting. Remote meetings are limited to 2 meetings per year if the body meets once per month or less.

Currently, the multijurisdictional bodies upon which City representatives serve have been meeting in a similar manner, by allowing each jurisdiction's respective members to attend virtually from a properly agendized location within their respective jurisdictional boundaries. These multijurisdictional bodies typically meet 3 times per year. Because this provision on SB 707 is limited to 2 meetings per calendar year, pursuing the use of this provision would require one of the meetings to be held in a manner that is inconsistent with the other 2 meetings. For this reason, staff do not recommend implementing this provision of SB 707.

Governance Sub-Committee Recommendation:
The Sub-Committee discussed the operational complexity of the provision and recommends maintaining the current meeting practices of multijurisdictional bodies.

6. **Outreach to Underrepresented Groups & Non-English-Speaking Communities – Effective July 1, 2026**

SB 707 requires legislative bodies to make reasonable efforts to engage groups that do not traditionally participate in meetings. Possible groups include media serving non-English speakers, good government groups, and neighborhood and community organizations, including those in non-English speaking communities. The law allows broad discretion over meeting outreach requirements, enabling cities to make efforts that are well-suited to their specific community needs.

Currently, the City Clerk shares City Council meeting agendas with nearly 3,000 individuals and entities who have signed up to receive agendas via email blast. This list includes several of the above-referenced groups. The City Manager's Office Communications Division also promotes upcoming City Council meetings via social media channels. Should more personalized engagement strategies be directed by the City Council, staff anticipate the need to partner with the City Manager's Office Communications Division to establish enhanced efforts.

For all other legislative bodies, the City Clerk intends to discuss additional outreach mechanisms with staff who support these bodies with the goal of expanding community engagement in meetings to ensure community members are aware of their opportunity to participate.

Governance Sub-Committee Recommendation:
The Sub-Committee discussed the City's current outreach methods and recommends additional media outlets and organizations to add to the outreach list, including Pen360, Sing Tao, and local school newspaper publications.

EQUITY IMPACT STATEMENT

The provisions of SB 707 are intended to increase public access to meetings of legislative bodies, particularly among underrepresented groups and non-English speaking communities. The legislation creates minimum thresholds for expanded engagement leveraging agenda translation, meeting interpretation support, and enhanced outreach practices. The legislation is clear that these mandates are only applicable to the City Council, however because the City has historically taken a position to align practices across all legislative bodies, and because our community needs related to language access have been identified through other City projects, the recommendations in this report expand upon the legislation's baseline to meet the specific needs of the Redwood City community. Staff anticipate implementation of these language access efforts will enhance service and access for Redwood City's large Spanish-speaking population.

To evaluate the effectiveness of these efforts, the City Clerk's Office intends to collect data, including the number of times translated agendas are accessed online, the number of meetings at which translation is requested or utilized, the frequency of community translation activity on community posting boards, and the number of underrepresented community groups and non-English media groups that sign up to receive agenda alerts for all legislative bodies.

FISCAL IMPACT

Staff are still assessing the complete fiscal impact of this legislation. Many provisions will have no fiscal impact. Requirements related to agenda translation and publication will likely have fiscal implications that are unknown at this time. City Clerk staff will work with Finance and all staff who support legislative bodies to develop a process for tracking costs to inform future City budget discussions. Additionally, the California Municipal Clerks Association (CMCA) has taken an industry lead in supporting statewide implementation and lobbying the legislature for common-sense modifications that support real-world scenarios. CMCA has encouraged City Clerk's to track costs associated with the implementation of this legislation to help inform future lobbying efforts related to Brown Act modifications.

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

The City Council could direct staff to make changes to the *Brown Act Technology Disruption Policy*, however, SB 707 requires the legislative body to adopt the policy before July 1, 2026. The City Council does not have another meeting scheduled until July 13, therefore should any modifications be required, staff recommend the City Council adopt the policy and direct staff to return with specified changes at a future meeting.

ATTACHMENTS

Attachment A – Summary of all SB 707 Provisions and Proposed Implementation Details
Attachment B – Brown Act Technology Disruption Policy

REPORT PREPARED BY:

Kimberly Daniel, Management Analyst II
kdaniel@redwoodcity.org
(650) 780-7209

APPROVED BY:

Yessika Castro, City Clerk
Patrick Heisinger, City Manager

#	Provision	Details	Applies To	Gov. Code Section	Effective Date	Proposed Implementation
		Legislative Members - General Requirements and Clarifications				
1.1	**Required Distribution of the Brown Act to Officials**	Converts previously optional authority into a mandate. Local agencies must now provide a copy of the Brown Act to all elected and appointed officials serving on legislative bodies, including boards and commissions.	All legislative bodies	54952.7	1/1/2026	City Clerk will distribute a copy of the Brown Act to all legislative body members annually.
1.2	**Verbal Report on Executive and Department Head Compensation**	Expands existing requirement for a verbal summary before final action on salaries, salary schedules, or fringe benefits to now explicitly include department heads or similar administrative officers, in addition to local agency executives.	All legislative bodies	54953(d)(3)(A)	1/1/2026	Existing practice.
1.3	**Legislative Body Member May Participate Remotely as Reasonable Accommodation for a Disability**	A legislative body member may participate remotely in any meeting as a reasonable accommodation for a disability. Must participate on audio/video unless off-camera needed due to disability; disclose presence of anyone 18+ and relationship. Remote participation counts as in-person attendance for all purposes, including quorum.	All legislative bodies	54953(c)	1/1/2026	Update the City Council's Guide to Communications and Business to clarify that members may participate remotely in any meeting as a reasonable accommodation for a disability.
1.4	**Sunset removed re: Social Media Communications by Legislative Bodies**	54952.2(b)(3) was set to expire 6/1/26; the sunset was removed. Legislative members may use public social media to share or gather information, but they cannot discuss agency business with each other or respond to one another's posts about such matters.	All legislative bodies	54952.2 (b)(3)	1/1/2026	Update the City Council's Guide to Communications and Business and the Board, Commission, and Committee (BCC) Handbook to include advisory.
1.5	**Clarification of "Teleconference" and "Remote Participation" Definitions**	Adds clarifications to distinguish between types of participation: • "Teleconference" does not include situations where members only watch or listen via webcast or other one-way platforms without interactive discussion or deliberation. • "Remote participation" means participation in a meeting by teleconference from a location other than any physical meeting location designated in the meeting notice.	All legislative bodies	54953(e)(2) – (3)	1/1/2026	Update the City Council's Guide to Communications and Business to clarify that remote participation must allow real-time interaction, while passive viewing or listening does not qualify as teleconferencing.
		Teleconferencing - Just Cause and State of Emergency				
2.1	**Consolidation and Expansion of Standard Alternative Teleconferencing Provisions, including Emergency and "Just Cause" Teleconference**	Consolidates standard alternative teleconference provisions into 54953.8, previously provided as part of emergency teleconference (formerly 54953(e)) and "just cause" teleconference (formerly 54953(f)) rules. Key updates include: • Clarifies requirements for two-way audiovisual or telephonic access and real-time public comment. • Requires remote members and the legal basis for teleconference participation to be listed in minutes. • Requires agencies to provide a list of available meeting locations. • Requires disclosure by members of the presence of other adults in the room and their general relationship. • Adds 54953.8.1 to 54953.8.7 to provide specific rules for specified circumstances, including emergency and just cause. **Note:** This section, related to teleconference provisions, clarifies that video functionality may be disabled under the "two-way audiovisual platform" definition. The same clarity is not provided in sections related to Eligible Legislative Bodies. Review sections carefully with legal counsel to ensure requirements are met in all scenarios.	All legislative bodies	54953.8(b)	1/1/2026	City Clerk staff to update internal training and resource documents to clarify procedures.

2.2	**Just Cause Teleconference Requirements**	Moves procedures from 54953(f) to 54953.8.3 specifying when "just cause" may be used for teleconferencing. Maintains same basic conditions: quorum at physical location in the jurisdiction, limits on teleconference meetings allowed per year, notification of need, audio/video participation required. **Key Updates Include:** • Removes the required approval by the legislative body for a member to participate remotely for a personal emergency circumstance. • Requires remote members and the legal basis for teleconference participation to be listed in minutes. Disclosure of diagnosis, disability, and medical information is not required. • Personal emergency circumstances are no longer distinguished from just cause circumstances. • Additional just cause reasons: an immunocompromised family member that requires the member to participate remotely, a physical or family medical emergency, or military service that prevents in-person attendance. Section currently scheduled to sunset 1/1/2030.	All legislative bodies	54953.8.3	1/1/2026	City Clerk staff to update internal training and resource documents to clarify procedures.
2.3	**State of Emergency Meeting Qualification Provisions**	Moves procedures from 54953(e) to 54953.8.2 specifying when state of emergency teleconference rules may be used. State of emergency provisions may be used in a declared state of emergency or local emergency.	All legislative bodies	54953.8.2	1/1/2026	Administrative update; ensure code citations in reference materials is correct.

Teleconferencing - Subsidiary and Multijurisdictional Legislative Bodies						
3.1	**Teleconferencing Rules for Eligible Subsidiary Bodies**	New section governing teleconferencing for subsidiary bodies that serve in an advisory capacity. The full subsidiary body may meet remotely, provided that a staff member is present at a physical location accessible to the public for participation. Key requirements include: **Physical Meeting Requirements:** • Designate one physical location within the jurisdiction where in-person members and the public may attend. • At least one staff member must be present at the physical location. • Post the agenda at the physical location; posting is not required at remote locations. **Member Participation:** • Members must appear on camera during open meetings unless a physical/ mental condition or technological issue prevents it. • If video is disabled due to connectivity, members must announce the reason before turning off the camera. • Elected officials serving on the subsidiary body must comply with Second 54953(b)(3) (i.e., remote location noticed on agenda and open to public, etc.) when participating remotely. **Legislative and Subsidiary Body Approval:** • Legislative body that created the subsidiary must approve teleconferencing initially and every six months. • Findings must address consideration of circumstances of the subsidiary body, find that public access would be enhanced, type of remote participation, public notification, and member diversity/ retention. Following the findings, the subsidiary body must approve the use of teleconferencing before using it. • Legislative body may prohibit teleconferencing at any time. **Interaction with Legislative Body:** • Subsidiary body may request to present recommendations to the legislative body. • Legislative body must hold a discussion within 60 days of receiving the request at a regular meeting. • Discussion may not be placed on the consent calendar. • No action on recommendations may occur until the next regular meeting. **Eligibility & Scope:** • Advisory-only bodies with no final decision-making authority on legislation, regulations, contracts, licenses, permits, entitlements, grants, or allocation of funds. • Does not have primary subject mater jurisdiction over budgets, elections, police oversight, privacy, public library material access, or taxes, or related spending proposals. • May include elected and non-elected members. Section currently scheduled to sunset 1/1/2030.	Qualifying advisory subsidiary bodies	54953.8.6	1/1/2026	Do not recommend implementing - See staff report.

3.2	**Teleconferencing Rules for Eligible Multijurisdictional Bodies**	New section governing teleconferencing for multijurisdictional boards, commissions, or advisory bodies. A majority of the members of a multijurisdictional body must attend from one or more physical locations. Members are permitted to participate remotely a limited number of times per year. **Key requirements:** **Authorization & Physical Participation:** • Must adopt a resolution at a regular meeting in open session authorizing teleconferencing. • At least a quorum must participate from one or more public physical locations within the agency's jurisdiction. • Members who receive compensation must participate from a public physical location (does not include reimbursement for expenses). **Remote Participation:** • The agenda must identify the remote member(s). • The remote member must be >20 miles from any physical meeting location. • Remote participation must include audio and visual technology. **Limits per year per member:** • 2 meetings/year if body meets 1x month or less. • 5 meetings/year if meets 2x month. • 7 meetings/year if meets 3+x month. • "Meeting" counts all meetings that begin on the same calendar day. **Definitions:** • "Eligible multijurisdictional body" = appointed multijurisdictional board, commission, or advisory body subject to the Brown Act. • "Multijurisdictional" = representatives from multiple counties, cities, city/county, or special districts; or a joint powers authority under Section 6500 et seq. Section currently scheduled to sunset 1/1/2030.	Eligible multi-jurisdictional boards, commissions, advisory bodies	54953.8.7	1/1/2026	Do not recommend implementing - See staff report.
Other Public Access/Transparency Updates						
4.1	**Disruptive Behavior – Remote Participation**	Section 54957.96 is a new section clarifying that the presiding officer's authority to remove or limit participation for disruptive behavior explicitly extends to participants attending remotely. Maintains the same basic principle as in-person disruption: the presiding officer or their designee may remove or limit the participation of individuals disrupting a meeting after giving a warning, except in cases involving a true threat of force.	All legislative bodies	54957.95, 54957.96	1/1/2026	Update the City Council's Guide to Communications and Business to clarify the presiding officer's authority to remove or limit participation for disruptive behavior.
4.2	**Expanded Prohibition on Special Meetings Regarding Salaries for the Legislative Body**	Expands the prohibition so that special meetings may not be called to discuss the salaries or benefits of the legislative body itself, in addition to local agency executives (previously applied only to executives).	All legislative bodies	54956(b)	1/1/2026	Existing practice.
4.3	**Removed Website Posting Limitation for Special Meetings**	Removes the previous limitation that only certain legislative bodies (generally 54952(a) bodies or compensated 54952(b) bodies linked to 54952(a) members) were required to post special meeting agendas on the agency's website.	All legislative bodies holding special meetings that have a website	54956(c)	1/1/2026	Existing practice.
4.4	**Public Comment Requirements – Committee Consideration Exceptions**	Reorganizes and expands provisions around public comment for items previously considered by a committee composed exclusively of legislative body members at a public meeting where the public was allowed to speak. Maintains same basic principle: public comment generally does not need to be repeated for items already considered by the committee. **New Provisions Include:** • Adds requirement that a quorum of the committee must have participated in person from a single, publicly accessible location within jurisdictional boundaries. • Establishes that the exception does not apply if the committee has primary subject mater jurisdiction over elections, budgets, police oversight, privacy, public library materials, or taxes/spending proposals.	All legislative bodies and committees subject to the Brown Act	54954.3(a)	1/1/2026	In the interest of transparency and public engagement, do not recommend.
Applicability, Definitions, and Effective Date for Provisions Related to "Eligible Legislative Bodies"						

5.1	**Definition: "Eligible Legislative Body"**	Defines "eligible legislative body" to include: 1. City councils of cities with populations of 30,000 or more. 2. County boards of supervisors of counties (or city/counties) with populations of 30,000 or more. 3. City councils in counties with populations of 600,000 or more. 4. Boards of directors of special districts with an internet website that meet any of these conditions: a. Boundaries include an entire county with population ≥600,000 and the district has >200 full-time equivalent employees. b. The district has >1,000 full-time equivalent employees. c. The district has annual revenues exceeding $400 million (based on the most recent Financial Transaction Report from the California State Controller), adjusted for inflation starting January 1, 2027, and employs over 200 full-time equivalent employees.	All legislative bodies	54953.4(e)(2)	7/1/2026	In Redwood City, the "eligible legislative body" is the City Council.
5.2	**Definitions: "Two-Way Telephonic Service" and "Two-Way Audiovisual Platform"**	"Two-way telephonic service" means a telephone service that allows listening and verbal participation without internet access. "Two-way audiovisual platform" means an online platform allowing participants to join via both interactive video and two-way telephonic service. **Note:** The definition of "Two-way audiovisual platform" does not explicitly allow video to be disabled, as is provided in other sections (54953.8(g)(3) & 54957.96).	Eligible Legislative Bodies	54953.4(e)(3) – (4)	7/1/2026	Update the City Council's Guide to Communications and Business to include definitions.
5.3	**Operative and Sunset Dates for Eligible Legislative Bodies**	SB 707 requirements for eligible legislative bodies regarding public meetings, remote participation, and accessibility become operative on Juny 1, 2026, and remain in effect until January 1, 2030.	Eligible Legislative Bodies	54953.4(f)-(g)	7/1/2026	For informational purposes.

Public Access/Meeting Transparency						
6.1	**Mandatory Remote Public Attendance Option**	Requires all open and public meetings of eligible legislative bodies to include an opportunity for the public to attend via two-way telephonic or two-way audiovisual platform, unless adequate service is not operational. If service is available only for part of the meeting, remote access must be provided for that portion.	Eligible Legislative Bodies	54953.4(b)(1)(A)(i)(I)(ia)	7/1/2026	Existing practice.
6.2	**Policy on Disruption of Telephonic or Internet Service**	Requires each eligible legislative body to adopt, by July 1, 2026, a publicly approved policy to address procedures when disruption of telephone or internet service occurs. The policy must provide for recessing, reconvening, and the efforts that the body shall make to attempt to restore service. The policy cannot be adopted on the consent calendar.	Eligible Legislative Bodies	54953.4(b)(1)(A)(i)(I)(ib)(Ia)	7/1/2026 (deadline to adopt)	Staff seek City Council approval of Brown Act Meeting Disruption Policy - See staff report.
6.3	**Procedures for Service Disruption During Meeting**	Requires eligible legislative bodies to recess open session for at least one hour, or until service is restored, and attempt in good faith to restore telephonic or internet service if a disruption prevents public access. Closed session may occur during the recess. Upon reconvening, if service is not restored, the body must make a roll call finding that good faith efforts were made in accordance with the adopted policy and that continuing the meeting outweighs the public interest in remote access.	Eligible Legislative Bodies	54953.4(b)(1)(A)(i)(I)(ib)(Ib) – (Ic)	7/1/2026	Staff seek City Council approval of Brown Act Meeting Disruption Policy - See staff report.
6.4	**Requirements Triggered by Use of Audiovisual Platforms (vs. Telephone Only)**	If an eligible legislative body opts to provide a two-way audiovisual platform, it must publicly post a call-in option and enable automatic captioning if available. If no audiovisual platform is used, a two-way telephonic service must still be provided for public participation.	Eligible Legislative Bodies	54953.4(b)(1)(A)(ii)	7/1/2026	Existing practice.
6.5	**Equal Opportunity for Remote Public Comment**	Requires that when an eligible legislative body provides a two-way telephonic or audiovisual platform, the public must be able to provide comments via that platform, with the same time allotment as in-person attendees, consistent with Section 54954.3.	Eligible Legislative Bodies	54953.4(b)(1)(B)	7/1/2026	Existing practice.
Language Access and Interpretation (Applies to Eligible Legislative Bodies, as defined)						
7.1	**Translation of Meeting Agendas into "Applicable Languages"**	Requires eligible legislative bodies to translate and post meeting agendas into all "applicable languages". Each translation must include instructions in that language for joining the meeting remotely. Posting of translated agendas is required in the traditional Brown Act posting timeframes. Translation using a digital translation service is acceptable. The translation requirement does not extend to the entire agenda packet.	Eligible Legislative Bodies	54953.4(c)-(e)	7/1/2026	For consistency, the Governance Sub-Committee recommends applying translation requirement to all legislative bodies (including City Council Sub-Committees and Boards, Commissions and Committees (BCCs)). Staff recommend implementing for City Council by July 1, 2026 and for all other legislative bodies when the new agenda management system is implemented.
7.2	**Public Meetings Information Webpage, Translation into "Applicable Languages," and Homepage Link**	Legislative bodies must create and maintain an accessible webpage dedicated to public meetings that includes or links to: 1) a general explanation of the public meeting process, 2) an explanation of how to provide in-person or remote oral comment or written comment, and 3) a calendar of all public meetings with date/time/location, and 4) a link to posted agendas. The agency's homepage must include a prominent link to this public meeting webpage. The page must be translated into all "applicable languages". Each translation must be accessible through a prominent direct link on the agency's homepage. Translation using a digital translation service is acceptable. The agency is not responsible for the accuracy of the translation.	Eligible Legislative Bodies	54953.4(b)(3)(B); 4953.4 (c)(1)(B); 54953.4(c)(2)	7/1/2026	Existing practice.

7.3	**Electronic System for Agenda and Document Requests and Homepage Link**	Legislative bodies must provide a system to electronically accept and fulfill requests for meeting agendas and documents via email or integrated agenda platform. Information about how to make a request must be accessible via a prominent direct link on the agency's homepage.	Eligible Legislative Bodies	54953.4(b)(3)(A)	7/1/2026	City Clerk to work with Communications team to refine existing website functionality. City Clerk to work with Granicus to streamline functionality in coordination with new agenda management system
7.4	**Outreach to Underrepresented Groups and Non-English-Speaking Communities**	Legislative bodies must make reasonable efforts to encourage groups that don't traditionally participate in meetings to participate. Possible groups include media serving non-English speakers, and good government, civil rights, civic engagement, neighborhood, and community organizations, including those in non-English-speaking communities. Legislative bodies have broad discretion over meeting outreach requirements and are shielded from legal action for failure to contact any specific group.	Eligible Legislative Bodies	54953.4(b)(3)(C)	7/1/2026	Governance Sub-Committee provided suggestions for expanded outreach; staff will seek additional suggestions from City Council and implement as directed.
7.5	**Public Location for Agenda Translations / No Liability**	Legislative bodies must provide a physical location that is freely accessible to the public, near the location where agendas and translations are posted. The public must be allowed to post additional translations of the agenda in that location. The agency is not responsible or liable for the content, accuracy, or posting of those translations.	Eligible Legislative Bodies	54953.4(c)(3) – (4)	7/1/2026	Staff seek City Council feedback on proposal to expand to all legislative bodies. City Clerk continues to assess cost estimate to implement this provision across all legislative bodies.
7.6	**Public Interpretation Assistance / Optional Provision / No Liability**	Eligible legislative bodies must reasonably assist members of the public who wish to translate a meeting or receive interpretation, so long as it is not disruptive. Assistance may include arranging space for interpreters, allowing extra time for interpretation to occur, or allowing the use of personal equipment or reasonably access facilities to access commercially available interpretation services. Instructions on how to request assistance must be publicized. Agencies may also choose to provide interpretation directly but are not required to. Agencies are not liable for the content or accuracy of any interpretation provided.	Eligible Legislative Bodies	54953.4(b)(2)(A)–(C)	7/1/2026	City Clerk to refine internal processes related to requests for translation. City Clerk to refine instructions on the City's website related to translation assistance. City Clerk to collect data related to requests for translation to inform future budget discussions.
7.7	**Legislative Findings Encouraging Expanded Language Access**	States legislative intent that translation of agendas and enhanced language access are necessary for an informed public. Encourages local agencies to go beyond minimum requirements by translating into additional languages, using human translators, and increasing outreach.	Eligible Legislative Bodies	54953.4(a)	7/1/2026	For informational purposes.

CITY COUNCIL POLICY NO. _____ Review Copy: June 2026

SUBJECT: BROWN ACT MEETING TECHNOLOGY DISRUPTION POLICY

1. BACKGROUND

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

2. PURPOSE

This policy establishes procedures for responding to a disruption in the telephonic or internet service that provides two-way remote public access to meetings of the City Council of the City of Redwood City, as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

3. APPLICABILITY

This policy applies to all open and public meetings of the City Council of the City of Redwood City, City, and all "legislative bodies" as defined under Government Code section 54952 such as the City Council's subsidiary bodies, including all Council Sub-Committees and appointed Boards, Commissions, and Committees (BCCs) at which remote public participation is offered or required under the Brown Act.

4. PROCEDURES IN THE EVENT OF A TECHNOLOGY SERVICE DISRUPTION

a. Definitions

"Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
"Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meeting

b. Response to Technology Service Disruption

If a disruption to the legislative body's remote access service occurs that prevents members of the public from attending or observing the meeting remotely during a meeting, the following procedures apply:

1. The Presiding Officer, their designee, or the staff member operating the remote technology shall immediately announce the disruption to the public.
2. The Presiding Officer shall call for a recess of the open session of the meeting.

3. Staff shall begin efforts to diagnose and restore the disrupted service.

    i. **For City Council meetings**: The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing at the discretion of the Presiding Officer. The Presiding Officer may convene the legislative body in Closed Session during the time service is disrupted if the Closed Session agenda item was properly noticed pursuant to the Brown Act.

    ii. **For meetings of all other legislative bodies**: The Presiding Officer, in coordination with staff shall have discretion in determining the length of time spent diagnosing and restoring service and shall have discretion to call the meeting back to order, whether remote access is restored or not.

c. Efforts to Restore Service

The legislative body shall make good faith efforts to restore remote access services, which may include, but are not limited to:

1. Troubleshooting platform or teleconferencing software
2. Resetting or replacing audiovisual equipment
3. Attempting alternative connection methods
4. Contacting necessary support staff or service providers
5. Switching to back-up equipment or platforms, if available

5. RECONVENING THE OPEN SESSION FOLLOWING A TECHNOLOGY SERVICE DISRUPTION

a. Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

b. If Service Is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

c. If Service Is *Not* Restored

If service has not been restored after one hour, the City may reconvene and:

1. Adjourn the meeting; or
2. Continue to hold the meeting in open session; however, the City Council may only do so by adopting, by roll call vote, the following, or a substantially similar finding"

    a. "The ***[insert legislative body name – i.e. City Council of the City of Redwood City]*** has made good faith efforts to restore telephonic or internet service in accordance with this adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

3. Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

6. REVIEW AND UPDATES

This policy may be amended by the City Council at a noticed public meeting in open session, and not on the consent calendar.

CITY COUNCIL MEMBER REPORT OF MEETINGS AND CONFERENCES ATTENDANCE

Conferences/Meetings: HIP Housing - Building Community Event
Date: June 17, 2026
Attendees: Eakin, Martínez Saballos
Held in: Domenico Winery, 1697 Industrial Rd, San Carlos

Conferences/Meeting: 73rd SAMCEDA "Thred Talks"
Date: June 18, 2026
Attendees: Howard
Held in: Skyline College,3300 College Drive, San Bruno

The Administrative Code requires reports of conferences or meetings for which a council member requests per diem or expense reimbursement. Reports must be submitted to the City Clerk no later than the Wednesday of the week before the next City Council meeting. Reports must be submitted before the City of Redwood City will pay per diem or reimbursement for the conference or the meeting. Reports are not required for City Council meetings, or meetings with Council members, the City Manager, City Attorney or City Clerk.

MEMORANDUM FROM THE CITY ATTORNEY
CONCERNING A CLOSED SESSION
BEFORE THE CITY COUNCIL OF THE CITY OF REDWOOD CITY

TO: Honorable Mayor and Members of the City Council

FROM: Veronica Ramirez, City Attorney

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Closed session regarding litigation that has been initiated formally pursuant to California Government Code Section 54956.9(d)(1):

Name of Case: County of San Mateo v. State of California, San Francisco County Superior Court Case No. CPF-25-519270

A closed session will be held on **June 22, 2026, at 6:00 p.m.** or as soon thereafter as the matter may be called, for the purpose of conferring with and/or receiving advice from your legal counsel.

Dated: June 22, 2026

Veronica Ramirez
City Attorney

ATTY/DOCS-CLOSEDSESS/2026 ALL/06-22-26 EXISITING LITIGATION
REV: 06-18-26 VR

Redwood City | California Founded 1867

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

June 22, 2026
6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Led by Council Member Gee

4. NOTIFICATION OF MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE PURSUANT TO GOVERNMENT CODE § 54953.8.3

5. PRESENTATIONS/ACKNOWLEDGEMENTS

5.A. Presentation from San Mateo County Transportation Authority on 101 Corridor Connect Program

5. PRESENTATIONS/ACKNOWLEDGEMENTS

5.B. Presentation from SamTrans on El Camino Real project (Grand Boulevard Initiative & Central El Camino Real Plan)

5. PRESENTATIONS/ACKNOWLEDGEMENTS

5.C. Presentation by Youth Leadership Institute (YLI) on Vibrant Opportunities for Involvement, Community, and Empowerment (VOICE) Program

6. PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA

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

IN-PERSON PUBLIC COMMENT

Once public comment begins, no additional speakers will be allowed to join the speakers list

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

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

7. CONSENT CALENDAR

7.A. Grant application to the State of California for homelessness encampment funding

Recommendation:

By motion, approve and authorize the City Manager or designee to submit a grant application to the California Department of Housing and Community Development (HCD) Encampment Resolution Funding Program.

7. CONSENT CALENDAR

7.B. Establishment of a Residential Permit Parking Area in the Redwood Oaks neighborhood

Recommendation:

Adopt a resolution designating Residential Permit Parking Area “D” for parts of certain streets South of Woodside Road between the Caltrain Railroad Tracks and El Camino Real in the Redwood Oaks neighborhood, and authorizing the erection of appropriate signs and the issuance of permits for said area.

7. CONSENT CALENDAR

7.C. Fiscal Year 2025-26 year-end budget amendments

Recommendation:

Adopt a resolution appropriating and transferring certain funds for specified purposes to conform the budgeted amounts to actual revenues or expenditures for transactions that have occurred or are anticipated to occur during FY 2025-26.

7. CONSENT CALENDAR

7.D. Approve the purchase of up to 25 thermal traffic signal video detection and monitoring systems from Control Tech West, Inc. to upgrade the traffic signal operation system

Recommendation:

By motion, approve and authorize the City Manager to execute the Purchase Agreement for Goods, Commodities, and Services with Control Tech West, Inc. for the purchase of up to 25 thermal traffic signal video detection and monitoring systems for a not-to-exceed total price of $727,500 to upgrade the traffic signal operation system.

7. CONSENT CALENDAR

7.E. Authorization for the disposal of surplus personal property

Recommendation:
By motion, declare personal property listed in Attachment A as surplus personal property which may be disposed of in accordance with Article V of Chapter 2 of the Redwood City Municipal Code.

7. CONSENT CALENDAR

7.F. Resolution calling the November 3, 2026 General Municipal Election for the election of three municipal officers (City Council Members) in Council districts 2, 5, and 6; resolution requesting the San Mateo County Board of Supervisors consolidate said election with the November 3, 2026 Statewide General Election and authorize the City Manager to execute a services agreement with the County Elections Official to provide election services; and resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters

Recommendation:

By motion:

1. Adopt a resolution calling for a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of three municipal officers for seats in City Council districts 2, 5, and 6 to be voted on by voters who reside in those districts as required by the City Charter and the laws of the State of California;
2. Adopt a resolution requesting the Board of Supervisors of the County of San Mateo to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election, requesting the County to render specified services to the City and authorizing the City Manager to execute a contract with the County for such services; and
3. Adopt a resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at the election to be held on Tuesday, November 3, 2026.

7. CONSENT CALENDAR

7.G. Initiation of general vacation proceeding of a portion of Spring Street between Main Street and Walnut Street in accordance with the Development Agreement between the City of Redwood City ("City") and 1900 Broadway Owner, LLC ("Developer"), and notice of setting time and place for public hearing of the street vacation, pursuant to California Streets and Highways Code, commencing Section 8320

Recommendation:

1. Adopt a resolution of intent to vacate the public street being a portion of Spring Street;
2. Set a public hearing on the matter for July 27, 2026 at 6:00 p.m.; and
3. Direct the City Clerk to publish and post notice of said hearing in accordance with state law.

7. CONSENT CALENDAR

7.H. Approve June 8, 2026 City Council Minutes

7. CONSENT CALENDAR

7.I. Approve claims and checks from June 22, 2026 to July 13, 2026 and the usual and necessary payments through July 13, 2026

8. PUBLIC HEARINGS

8.A. Adopt City of Redwood City Fiscal Year 2026-27 Budget, City of Redwood City Five-Year Capital Improvement Program, and Successor Agency to the Redwood City Redevelopment Agency Fiscal Year 2026-27 Budget, and establish Chief Assistant City Attorney Classification added to flexibly-staffed class series of Senior Assistant City Attorney and Assistant City Attorney

Recommendation:

1. Hold a public hearing;
2. By motion of the City Council, adopt a City Council resolution adopting the Budget of the City of Redwood City for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget;
3. By motion of the City Council, adopt a City Council resolution approving and adopting the Five-Year Capital Improvement Program for the period of Fiscal Year 2026-27 through Fiscal Year 2030-31;
4. By motion of the Successor Agency Board, adopt a Successor Agency to the Redwood City Redevelopment Agency resolution adopting the Budget of the Successor Agency for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget; and
5. By motion of the City Council, adopt a City Council resolution amending the City's Classification and Salary and Wage Plan to establish the new flexibly-staffed classification for Chief Assistant City Attorney and update the job description for Assistant City Attorney/Senior Assistant City Attorney including renaming to Assistant City Attorney/Senior Assistant City Attorney/Chief Assistant City Attorney.

8A. PUBLIC COMMENT

Adopt City of Redwood City Fiscal Year 2026-27 Budget, City of Redwood City Five-Year Capital Improvement Program, and Successor Agency to the Redwood City Redevelopment Agency Fiscal Year 2026-27 Budget, and establish Chief Assistant City Attorney Classification added to flexibly-staffed class series of Senior Assistant City Attorney and Assistant City Attorney

IN-PERSON PUBLIC COMMENT

Once public comment begins, no additional speakers will be allowed to join the speakers list

8A. PUBLIC COMMENT

Adopt City of Redwood City Fiscal Year 2026-27 Budget, City of Redwood City Five-Year Capital Improvement Program, and Successor Agency to the Redwood City Redevelopment Agency Fiscal Year 2026-27 Budget, and establish Chief Assistant City Attorney Classification added to flexibly-staffed class series of Senior Assistant City Attorney and Assistant City Attorney

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

8. PUBLIC HEARINGS

8.B. Public Hearing on Redwood City's 2025 update for the Urban Water Management Plan and Water Shortage Contingency Plan

Recommendation:

1. Hold a Public Hearing on the 2025 update to the City's Urban Water Management Plan and Water Shortage Contingency Plan;
2. Adopt a resolution adopting Redwood City's 2025 Urban Water Management Plan and authorizing the Public Works Services Director to compile and submit the 2025 Urban Water Management Plan to the State of California Department of Water Resources prior to July 1, 2026; and
3. Adopt a resolution adopting Redwood City's updated Water Shortage Contingency Plan and Water Conservation Program and authorizing the Public Works Services Director to compile and submit the updated Water Shortage Contingency Plan as part of the City's 2025 Urban Water Management Plan to the State of California Department of Water Resources prior to July 1, 2026.

8B. PUBLIC COMMENT

Public Hearing on Redwood City's 2025 update for the Urban Water Management Plan and Water Shortage Contingency Plan

IN-PERSON PUBLIC COMMENT

Once public comment begins, no additional speakers will be allowed to join the speakers list

8B. PUBLIC COMMENT

Public Hearing on Redwood City's 2025 update for the Urban Water Management Plan and Water Shortage Contingency Plan

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

9. STAFF REPORTS

9.A. City Council appointments to the Board of Building Review, Housing and Human Concerns Committee, Library Board, Parks Recreation and Community Services Commission, Planning Commission, and Senior Affairs Commission

Recommendation:

1. By roll call vote, appoint to the following:
   a. Board of Building Review for 2 full-term seats expiring May 31, 2030;
   b. Housing and Human Concerns Committee for 4 full-term seats expiring May 31, 2030;
   c. Library Board for 3 full-term seats expiring June 30, 2030;
   d. Parks, Recreation and Community Services Commission for 4 full-term seats expiring May 31, 2030;
   e. Planning Commission for 2 full-term seats expiring June 30, 2030;
   f. Senior Affairs Commission for 2 partial-term seats expiring May 31, 2028 and 3 full-term seats expiring May 31, 2030; and
2. By motion, authorize use of the current Board, Commission, and Committee (BCC) applicant pool to fill any additional vacancies on the above listed BCCs that may occur between now and January 31, 2027.

9.A. PUBLIC COMMENT

City Council appointments to the Board of Building Review, Housing and Human Concerns Committee, Library Board, Parks Recreation and Community Services Commission, Planning Commission, and Senior Affairs Commission

IN-PERSON PUBLIC COMMENT

Once public comment begins, no additional speakers will be allowed to join the speakers list

9.A. PUBLIC COMMENT

City Council appointments to the Board of Building Review, Housing and Human Concerns Committee, Library Board, Parks Recreation and Community Services Commission, Planning Commission, and Senior Affairs Commission

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

10. ITEMS FROM CITY COUNCIL SUB COMMITTEES

10.A. Discuss Senate Bill (SB) 707, "The Brown Act Modernization Act", and adopt the Brown Act Meeting Technology Disruption Policy as recommended by the City Council's Governance Sub-Committee

Recommendation:

1. By motion, adopt the *Brown Act Technology Disruption Policy* as recommended by the Governance Sub-Committee; and
2. Receive update and provide individual Council member feedback on key aspects of SB 707 considered by the Governance Sub-Committee related to virtual meeting participation requirements, agenda translation, remote meetings for eligible subsidiary bodies, remote meetings by multijurisdictional bodies, and community engagement efforts.

10.A. PUBLIC COMMENT

Discuss Senate Bill (SB) 707, "The Brown Act Modernization Act", and adopt the Brown Act Meeting Technology Disruption Policy as recommended by the City Council's Governance Sub-Committee

IN-PERSON PUBLIC COMMENT

HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

1. Meetings take place in the Council Chambers at City Hall, 1017 Middlefield Road

2. Seating capacity will be limited to maintain social distancing to protect health and safety

3. Masks will be strongly encouraged for all in-person attendees

4. Fill out a Speaker Card (please include Agenda Item # you wish to speak on)

5. Place the completed card in the tray in front of the City Clerk

6. Listen for the item you would like to comment on

7. Wait to be announced by your name and provide remarks at the podium

Once public comment begins, no additional speakers will be allowed to join the speakers list

10.A. PUBLIC COMMENT

Discuss Senate Bill (SB) 707, "The Brown Act Modernization Act", and adopt the Brown Act Meeting Technology Disruption Policy as recommended by the City Council's Governance Sub-Committee

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

11. MATTERS OF COUNCIL INTEREST

11.A. City Council Member Report of Meetings and Conferences Attended

A. Attached Report of Meetings and Conferences Attendance

11. MATTERS OF COUNCIL INTEREST- Continued

11.B. City Council Committee Reports - None

11. MATTERS OF COUNCIL INTEREST- Continued

11.C. City Manager (Oral) Update

12. CLOSED SESSION

12.A. Closed session regarding litigation that has been initiated formally pursuant to California Government Code Section 54956.9(d)(1)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Closed session regarding litigation that has been initiated formally pursuant to California Government Code Section 54956.9(d)(1):

Name of Case: County of San Mateo v. State of California, San Francisco

County Superior Court Case No. CPF-25-519270

12. PUBLIC COMMENT

Closed Session

IN-PERSON PUBLIC COMMENT

HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

1. Meetings take place in the Council Chambers at City Hall, 1017 Middlefield Road

2. Seating capacity will be limited to maintain social distancing to protect health and safety

3. Masks will be strongly encouraged for all in-person attendees

4. Fill out a Speaker Card (please include Agenda Item # you wish to speak on)

5. Place the completed card in the tray in front of the City Clerk

6. Listen for the item you would like to comment on

7. Wait to be announced by your name and provide remarks at the podium

Once public comment begins, no additional speakers will be allowed to join the speakers list

12. PUBLIC COMMENT

Closed Session

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

CLOSED SESSION

The City Council is currently in Closed Session

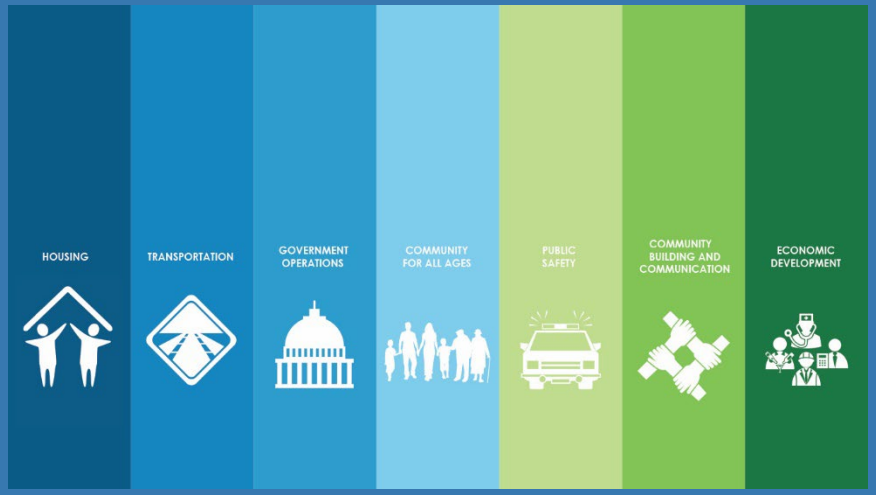
13. ADJOURNMENT

The next City Council meeting is scheduled for July 7, 2026

FUTURE COUNCIL MEETING DATES

- ✓ July 13, 2026
- ✓ July 27, 2026
- ✓ August 24, 2026

CITY OF REDWOOD CITY STRATEGIC INITIATIVES

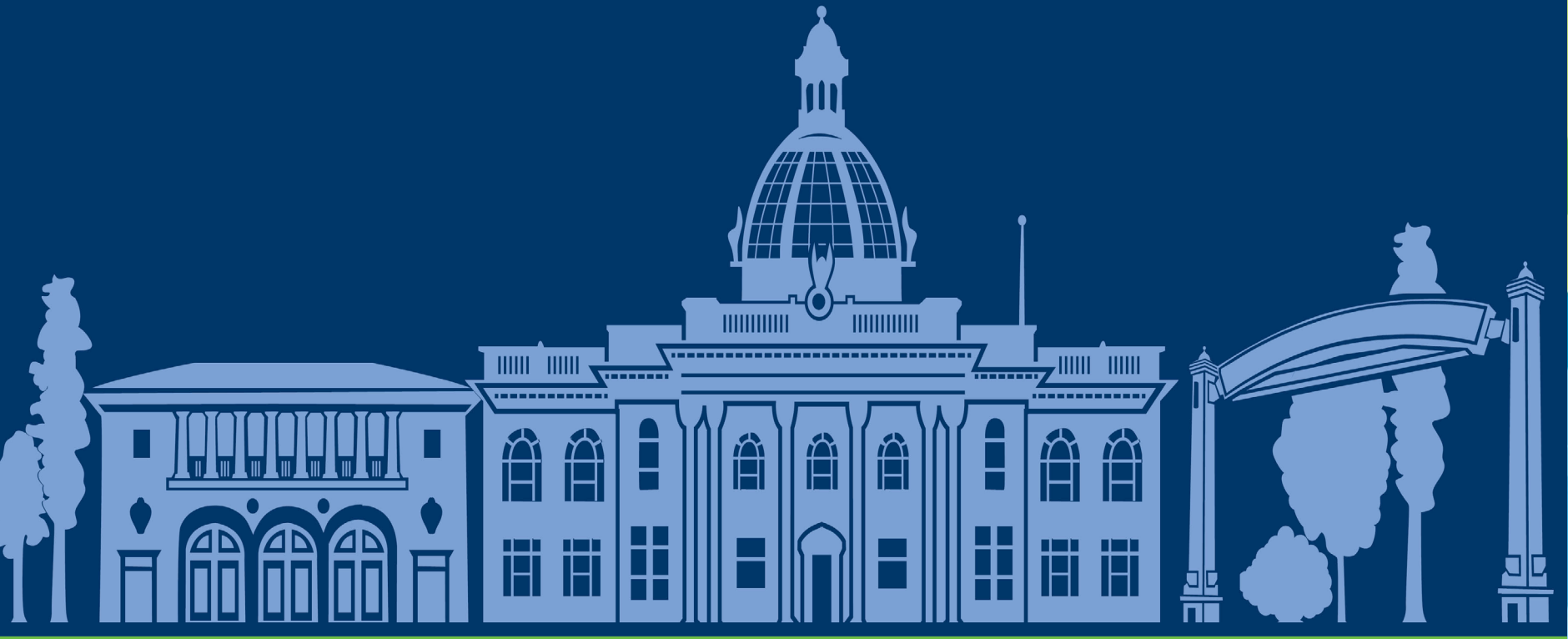


SEND A SERVICE REQUEST WITH EASE

www.redwoodcity.org/myrwc

Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



WWW.REDWOODCITY.ORG/NASIGNUP

CITY OFFERS ONLINE TOOLS TO ANSWER YOUR QUESTIONS!

Would you like to…

- Find a Downtown restaurant?
- Learn about City construction projects?
- Search the library's catalog?
- Locate community centers or parks?
- Apply for a job?

Go to www.redwoodcity.org for the answers!

REDWOOD CITY PUBLIC LIBRARY

The Redwood City Public Library offers many programs and services for all to enjoy!

The Redwood City Downtown Branch is located at 1044 Middlefield Road

You can also call to ask questions over the phone at 650-780-7026, or visit the library online, 24 hours a day, 7 days a week at **http://www.redwoodcity.org/library**

CONNECT WITH US!

Redwood City | California Founded 1867

Ways To Connect With Us

myRWC www.redwoodcity.org/myrwc

@RedwoodCity

www.facebook.com/cityofredwoodcity

@CityofRedwoodCity

www.downtownredwoodcity.org

@RedwoodCityGov

www.youtube.com/cityofredwoodcity

Nextdoor Redwood City

Redwood City VOICE

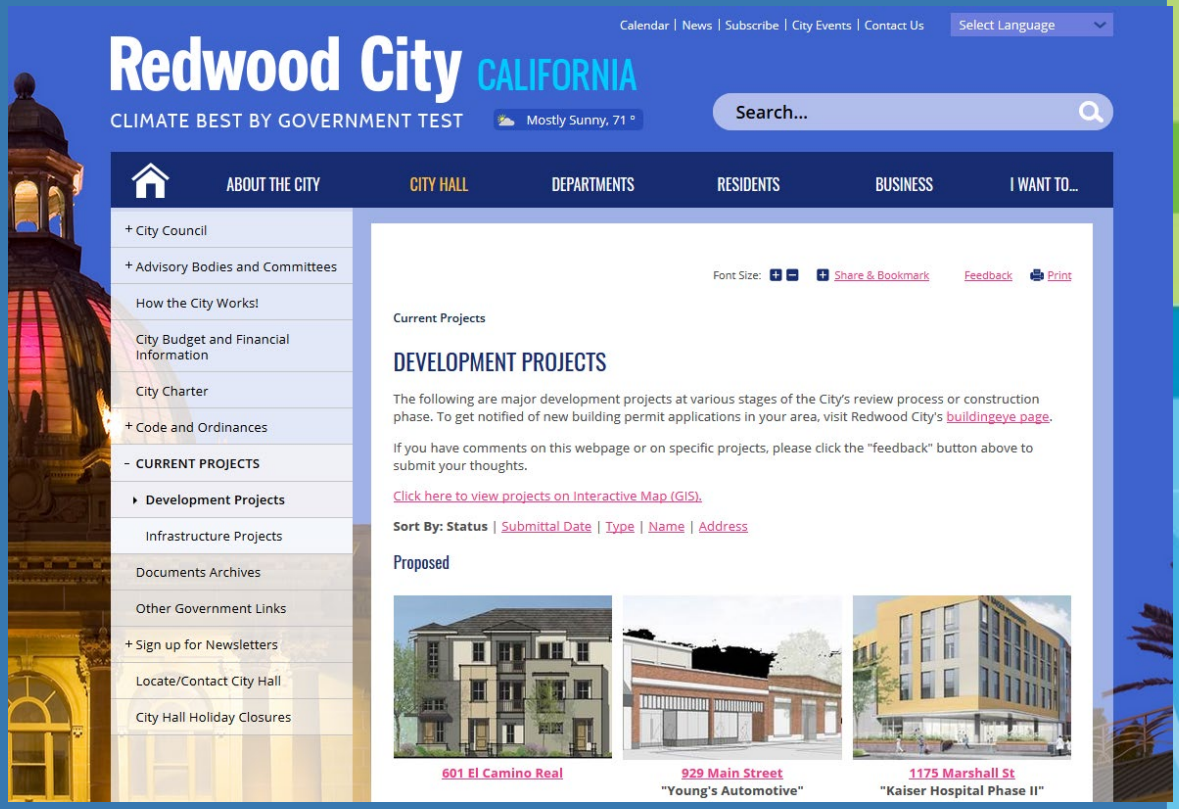
www.redwoodcity.org

City Hall, 1017 Middlefield Road | Redwood City, CA 94063 | 650-780-7000

NEW DEVELOPMENT PROJECT WEBPAGE

www.redwoodcity.org/currentprojects

Learn more about development projects at various stages of review at the City's NEW development project webpage.



UTILITY RATE ASSISTANCE PROGRAM

Need help paying your utilities?

The City of Redwood City offers the Water and Sewer Rate Assistance Program (WSRAP) to qualifying utility rate payers.

Eligibility is based on household income and qualifying applicants will receive a credit of around $20 on their utility bill each month.

Learn more at www.redwoodcity.org/rateassistance

TIPS FOR SAVING WATER

Redwood City | California Founded 1867

1. Use the EPA WaterSense website to find out if your household has water efficient products. Redwood City offers rebates for WaterSense toilets.
2. Turn off the tap while shaving or brushing your teeth. The City offers low flow faucet aerators for FREE!
3. Take a shower over a bath...just be aware of how long you are showering! We offer residents FREE low flow showerheads and shower timers!
4. In the kitchen...plug the sink or use a wash basin if washing dishes by hand.
5. Use a dishwasher, and fill it up before you do!
6. Scrape your plate instead of rinsing before loading it into the dishwasher.
7. Keep a pitcher of drinking water in the refrigerator so you're not waiting for water to cool as it comes out of the faucet.
8. Avoid the garbage disposal...it's not good for your pipes or water conservation. Throw food scraps in the compost bin.
9. Wash only full loads of laundry or use the appropriate load size selection on your machine. The City and PG&E offer rebates for High Efficiency Washing Machines!
10. Check plumbing fixtures and irrigation systems for leaks.
11. Give your garden hose a break. Sweep driveways, sidewalks, and steps rather than hosing off.
12. Wash the car with water from a bucket, or use a commercial car wash that recycles water.

PENINSULA CLEAN ENERGY

LEARN MORE HERE:

www.peninsulacleanenergy.com

DOWNTOWN REDWOOD CITY

Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit www.downtownredwoodcity.org to learn more.

VOLUNTEER IN REDWOOD CITY

Thanks to our volunteers for their time and involvement supporting our community!

Join thousands of volunteers who have contributed over 200,000 hours of service!

Make an impact in the community by volunteering today!

Visit www.redwoodcity.org/volunteer to learn more and get involved.

REDWOOD CITY FIRE DEPARTMENT

The **CERT** program will provide participants with basic training in disaster survival and rescue skills.

For More Information Please Contact:

Redwood City Fire Department

(650) 780-7400

www.redwoodcity.org/cert

Housing Resource Guide/Guía de Recursos de Vivienda

Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

For a list of programs and services to help, go to the City's website for a housing resource guide.

¿Necesita ayuda con un problema de difícil vivienda de alquiler? ¿Está buscando una vivienda asequible?

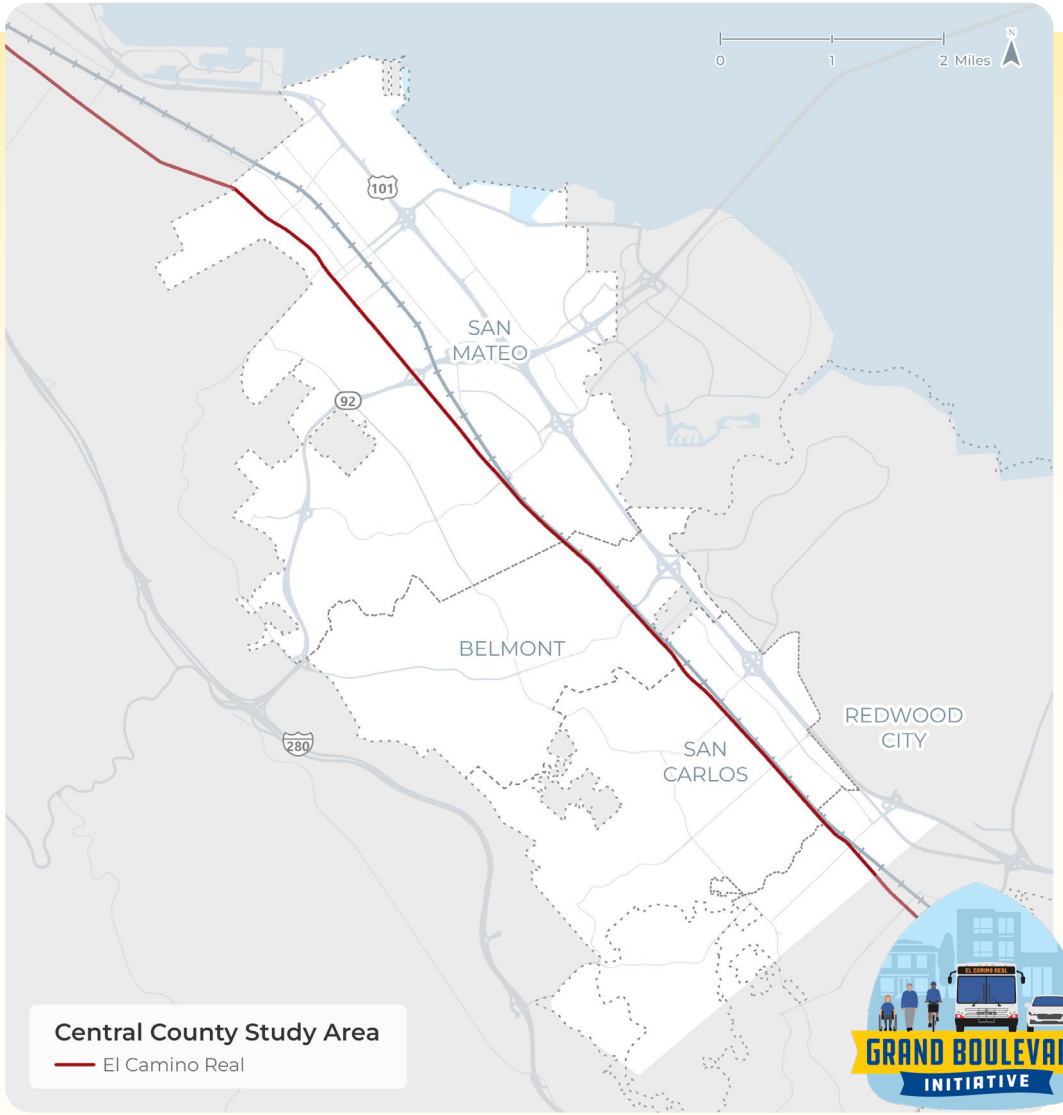
Para obtener una lista de programas/servicios traducido en español ve aquí: www.redwoodcity.org/housingresourceguide

Grand Boulevard Initiative & Central El Camino Real Plan

Redwood City Council

SamTrans
Cassie Halls, Project Manager, SamTrans

City of Redwood City
Malahat Owrang, Transportation Manager



Agenda

1. Grand Boulevard Initiative Overview
2. Central El Camino Real Multimodal Plan
3. Next Steps: Redwood City

El Camino & Madison Avenue, Redwood City

Feedback Needed from City Council

Receive an informational presentation on the Central El Camino Real Multimodal Plan and provide feedback on concept alternatives that are going to be submitted to Caltrans as a part of the Project Initiation Document.

Background on the Grand Boulevard Initiative

What is the Grand Boulevard Initiative?

The Grand Boulevard Initiative (GBI) is a partnership between cities, countywide agencies, Caltrans, advocates, and business groups.

The purpose of GBI is to establish a cohesive countywide vision for modernizing El Camino Real (SR 82) to improve safety and mobility.

samTrans

SAN MATEO COUNTY Transportation Authority

METROPOLITAN TRANSPORTATION COMMISSION

C/CAG City/County Association of Governments of San Mateo County

Caltrans

GBI Builds Upon Local Corridor Studies

Every city in San Mateo County has been working on complete streets studies for El Camino.

In parallel, GBI serves as a forum for collaboration and continuity across these local studies.

Community Based Organization Meeting at Catholic Charities

Example of a completed corridor study from Redwood City

samTrans

Central El Camino Real Multimodal Plan

The Central El Camino Real Multimodal Plan: Envisioning a Vibrant Corridor

The Central El Camino Plan is working to create a shared vision for El Camino Real across the cities of **San Mateo**, **Belmont**, **San Carlos**, and a small portion of **Redwood City through Brewster Avenue**

The goal of this project is to improve El Camino to better serve people **walking, biking, and taking transit**

The Plan will be advanced as part of a countywide **Caltrans project development process facilitated by GBI**

Central El Camino Plan Timeline

We Are Here

2025 | **2026** | **2027**

- Needs Assessment
- Alternatives Development
- Community Input on Conceptual Alternatives
- Narrowing down alternatives to be advanced
- Preferred alternative selected in GBI/Caltrans process

Continuous Collaboration with City Staff and Caltrans

Community Engagement

Phase 1 (May – Aug)	Phase 2 (Jan – Mar)	Phase 3 (Aug-Sept)
Online Mapping Tool	Online Survey	City Council
Virtual Listening Sessions	Virtual Listening Sessions	Stakeholder Engagement
Pop-Ups	Pop-Ups	
Walk Audits	Virtual Workshop	
CBO Outreach	CBO Outreach	
City Council	City Council	

Community Engagement

What We Heard in Phase 1 from the Public

Key takeaways for whole study area

- Congestion along El Camino Real at cross-streets leading to US-101
- Need for separated bike facilities
- Unsafe pedestrian crossings and narrow sidewalks
- Need for bus stop amenities, higher bus frequencies and better infrastructure

Key takeaways for **Redwood City**

- Need for refuge islands at wide intersections
- Lack of sufficient bicycle infrastructure

What we Heard in Phase 2 from the Public

"Right now, El Camino Real is not friendly for pedestrians..."

Key Takeaways for whole study area

- 700+ survey respondents
- Support for safer crossings, wider sidewalks and more green space
- Support for safer bike infrastructure and improved bus rider experience
    - Some concern over parking removal and congestion from loss of general purpose lane

Key takeaways for **Redwood City**

- 104 responses from Redwood City residents (15%)
- Preference for transit alternative (40% of respondents)
- Support for wider sidewalks and bike lanes to improve safety

"A bus only lane would benefit all who rely on SamTrans to get to work or appointments on time."

Concept Alternatives

Spot Improvements Included In All Build Alternatives

Safety

- Traffic calming
- Traffic signal gap closures
- Medians
- Lighting

Active Transportation

- Crosswalk improvements
- More opportunities for crossing
- Street trees or urban greening

Transit

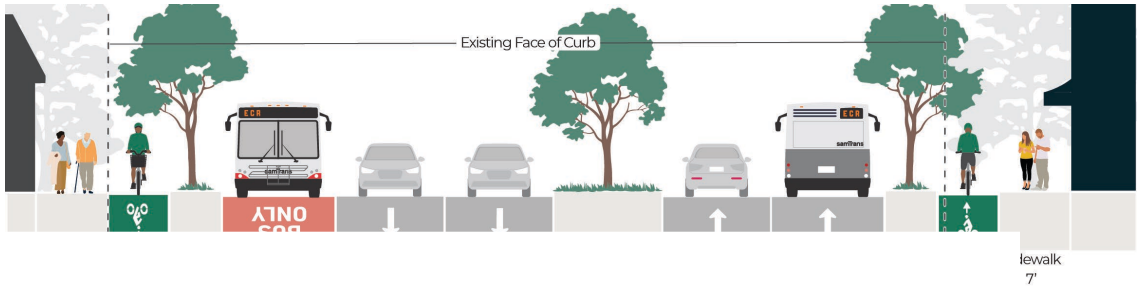
- Bus stop enhancements
- Transit signal priority
- Access improvements

Concept Alternatives

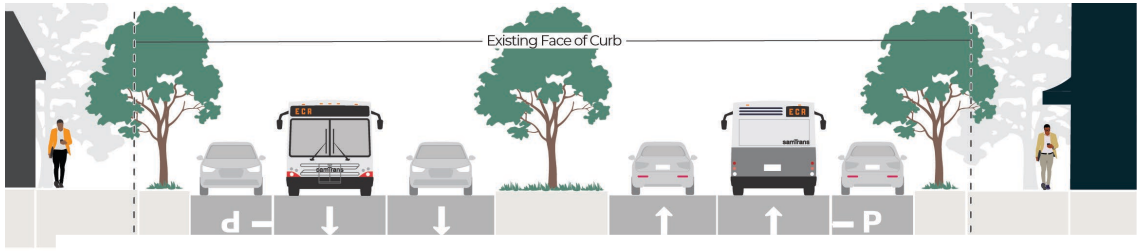
What we've considered

Existing: What El Camino Looks Like Today

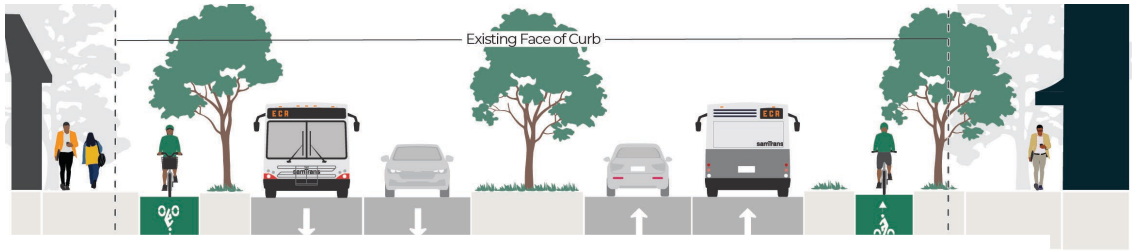
Transit: Faster Bus Service, Bike Lanes



Pedestrian: Wider Sidewalks and More Trees

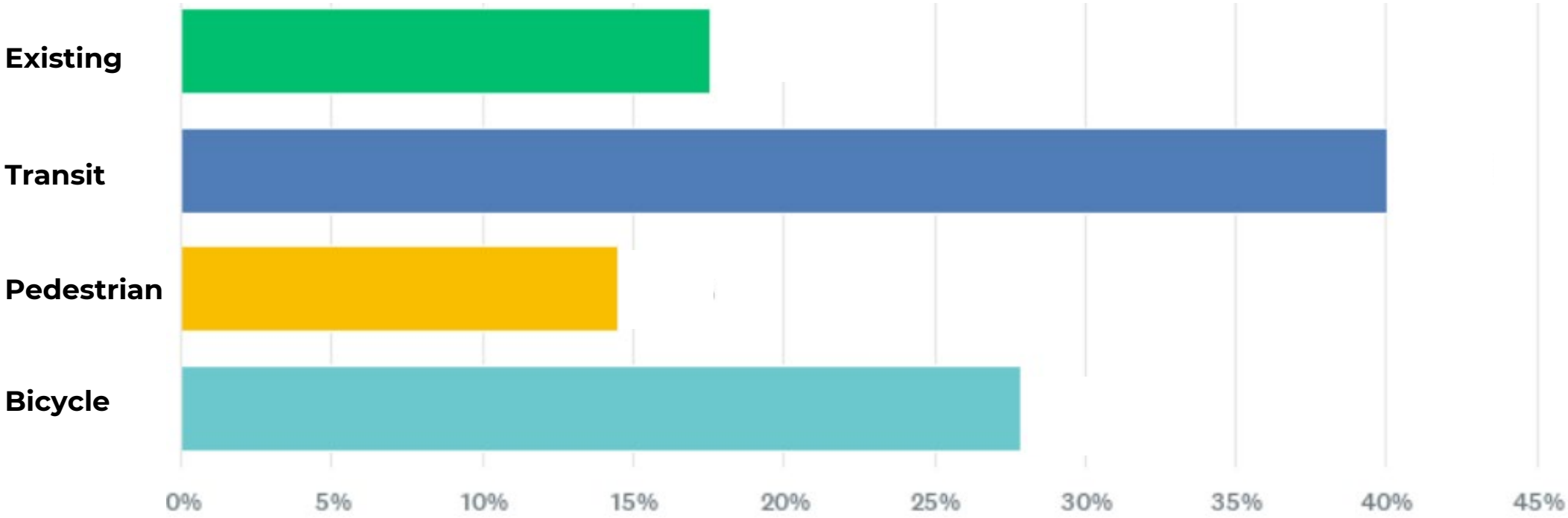


Bicycle: Continuous Separated Bike Lanes, Wider Sidewalks, and More Trees



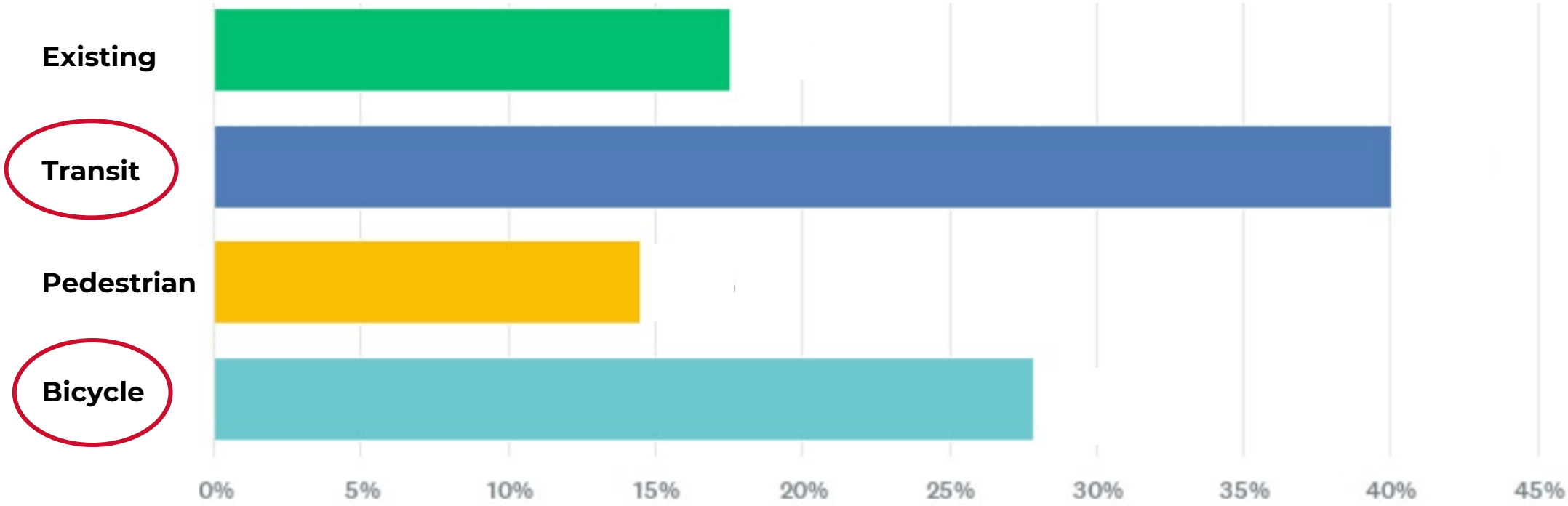
Concept Alternatives

What we've considered – Survey Results



n = 642

What we've considered – Survey Results

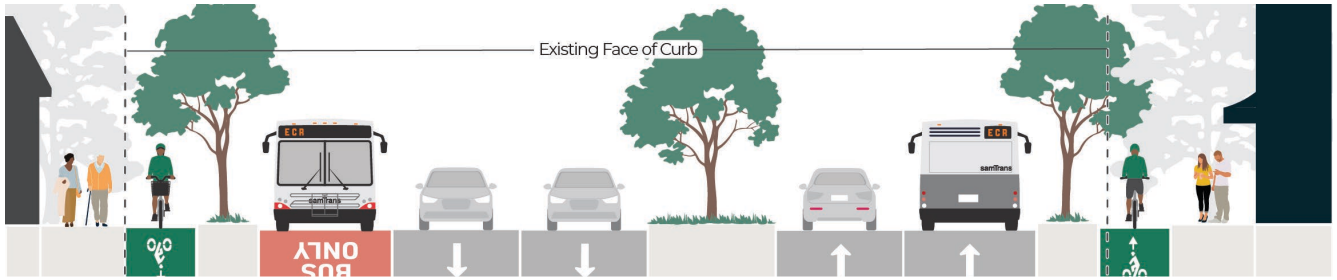


n = 642

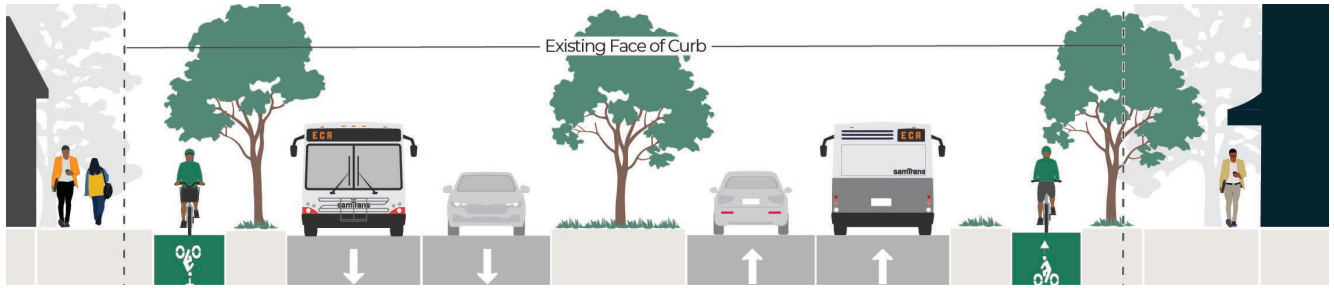
Concept Alternatives

What we're proposing moves forward

Transit: Faster Bus Service, Bike Lanes



Bicycle: Continuous Separated Bike Lanes, Wider Sidewalks, and More Trees



Both alternatives align with Caltrans Redwood City Bike Safety Project (Brewster to Selby) and Redwood City's 2017 El Camino Real Corridor Plan

Next Steps: Redwood City

Resolution of Support

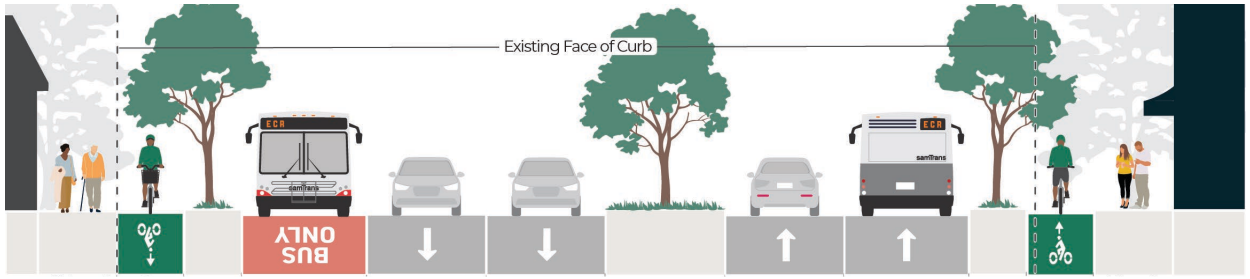
- Seeking support for continued participation into the Caltrans process for complete streets improvements on El Camino Real (not tied to any particular alternative)
  - Identified as a possible City Council consent item in September 2026
  - Will be processed at the same time with San Carlos, Belmont, and San Mateo

Council Input Milestones

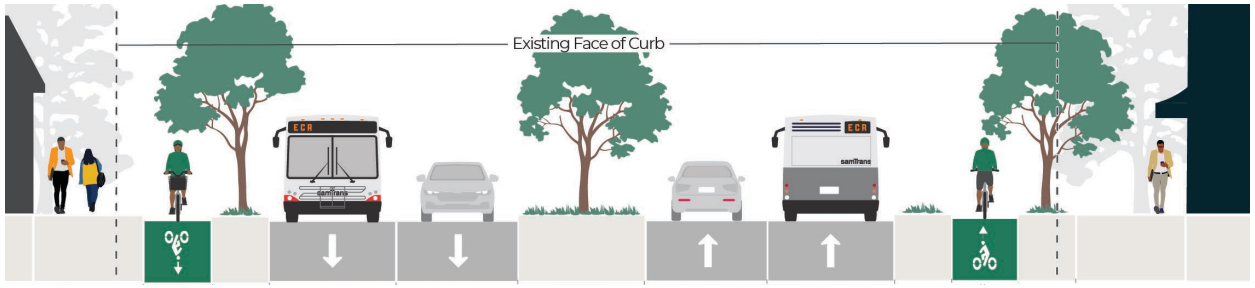
Project Phase	Proposed Timeline	Topic of Discussion
Phase 1 Engagement- Central El Camino Plan	May – Aug 2025	Existing Conditions
Phase 2 Engagement – Central El Camino Plan	Apr - Jun 2026	Narrowing down alternatives
Phase 3 Engagement – Central El Camino Plan	Sept 2026	Resolution of Support (Consent Item)
Project Initiation Document (PID)	2026-2027	Refining alternatives
Project Approvals and Environmental Document (PA&ED)	**2027-2028**	**Selecting a preferred alternative**
Project Specifications and Estimates (PS&E)	2028-2029	Feedback on specific design details

Feedback Needed from City Council

Transit: Faster Bus Service, Bike Lanes



Bicycle: Continuous Separated Bike Lanes, Wider Sidewalks, and More Trees



Both alternatives align with Caltrans Redwood City Bike Safety Project (Brewster to Selby) and Redwood City's 2017 El Camino Real Corridor Plan

Any comments on the two alternatives to be advanced?

Thank You!

Visit **SamTrans.com/CentralElCamino** for more information.

Feedback Needed from City Council

Receive an informational presentation on the Central El Camino Real Multimodal Plan and provide feedback on concept alternatives that are going to be submitted to Caltrans as a part of the Project Initiation Document.

Pocket Slide

101 corridor connect

MOVING THE PENINSULA FORWARD

101 Corridor Connect Program Update

City of Redwood City

SMCTA

San Mateo County Transportation Authority (SMCTA)

- **Plans, funds, and delivers** transportation programs and projects throughout San Mateo County
- **Manages funding** from voter-approved local sales tax (Measure A and Measure W)

WHAT IS 101 CORRIDOR CONNECT?

- A collaborative program to identify and prioritize **congestion management** projects along US 101 in San Mateo County.
- It looks **beyond just highway infrastructure** and considers the mobility needs of the corridor as a whole.
- **Program partners** include Caltrans, cities, transit agencies, San Mateo County, and C/CAG.

Program Goals

Safe

Enhance safety for users of the transportation network.

Connected

Connect people to the places they need to go.

Sustainable

Improve air quality and reduce emissions.

Inclusive

Increase access for underserved communities.

101 Corridor Connect Working Groups

North County

Local Jurisdiction Staff

Brisbane, South San Francisco, San Bruno, Millbrae, San Mateo County

Transit Agency Partners

Caltrain, BART, SamTrans, San Francisco Bay Ferry

Stakeholders

Commute.org, Caltrans, C/CAG, MTC, SFO

Mid County

Local Jurisdiction Staff

Burlingame, San Mateo, Foster City, Redwood City, Belmont, San Carlos, San Mateo County

Transit Agency Partners

Caltrain, SamTrans

Stakeholders

Commute.org, Caltrans, C/CAG, MTC

South County

Local Jurisdiction Staff

San Mateo County, Menlo Park, Redwood City, East Palo Alto, Atherton

Transit Agency Partners

Caltrain, SamTrans

Stakeholders

Commute.org, Caltrans, C/CAG, MTC

MULTIMODAL STRATEGIES

North County | Mid County | **South County**

What is a Multimodal Strategy?

The Multimodal Strategies are planning documents that identify and prioritize needed projects in San Mateo County.

Multimodal Strategies were developed for the entire 101 corridor as the first initiative of 101 Corridor Connect.

Projects include highway, active transportation, transit, other types of improvements.

1 North County

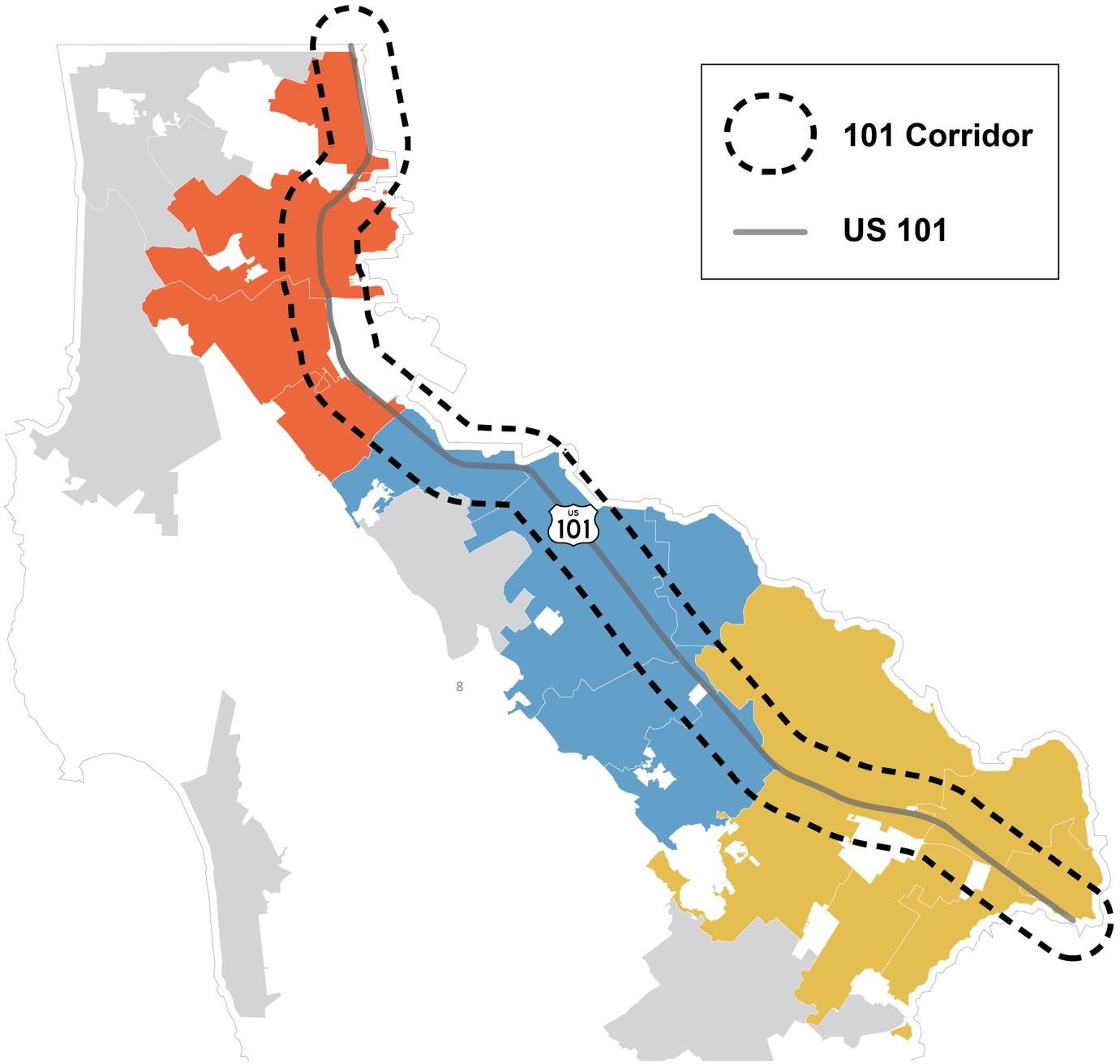
Brisbane, Millbrae, San Bruno, South San Francisco

2 Mid County

Belmont, Burlingame, Foster City, San Carlos, San Mateo, Redwood Shores

3 South County

Atherton, East Palo Alto, Menlo Park, Redwood City



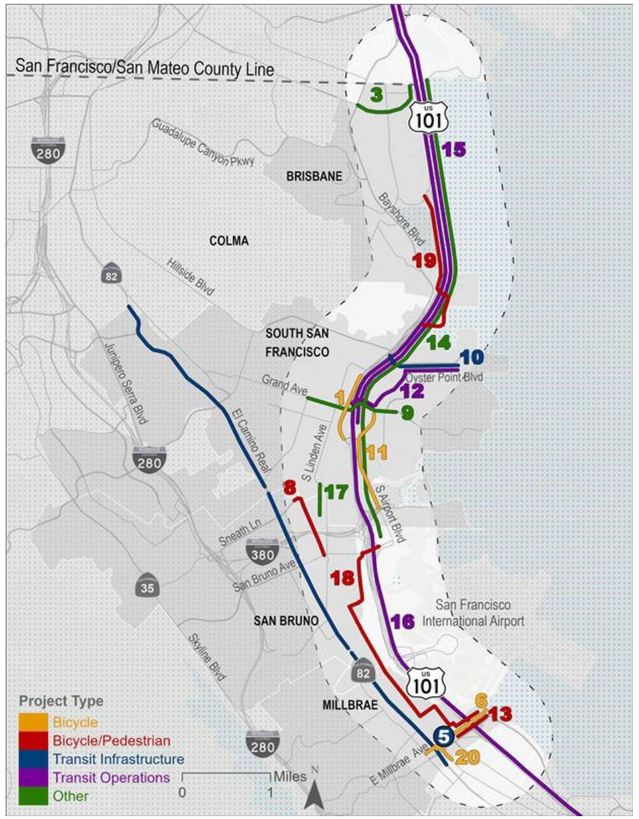
Community/ Stakeholder Engagement Components

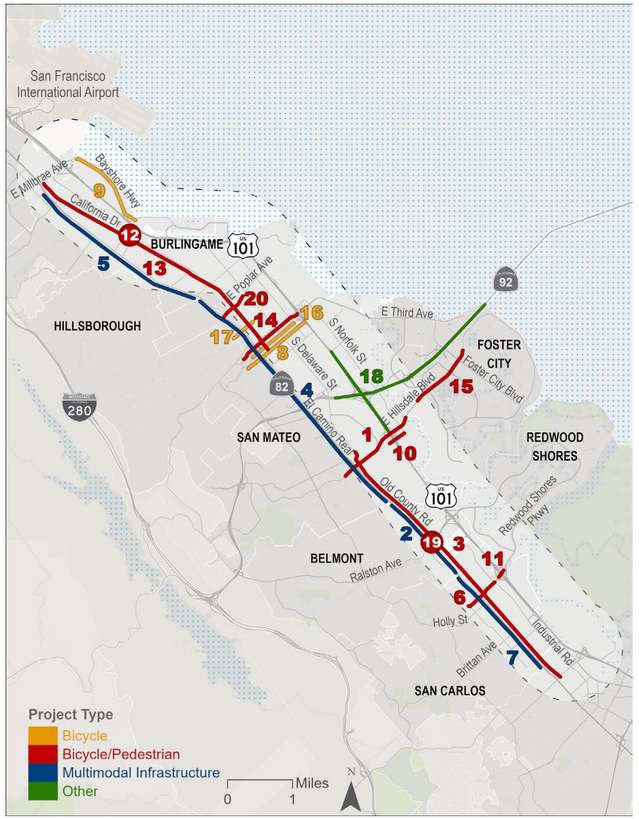
- Project webpage
- Multilingual factsheet and Frequently Asked Questions document
- Press release
- Online survey
- Interactive recorded presentation
- Interactive mapping (available online and at in-person events)
- Pop-up activities at local events
- Small group meetings with community-based organizations
- Temporary signs at bus stops

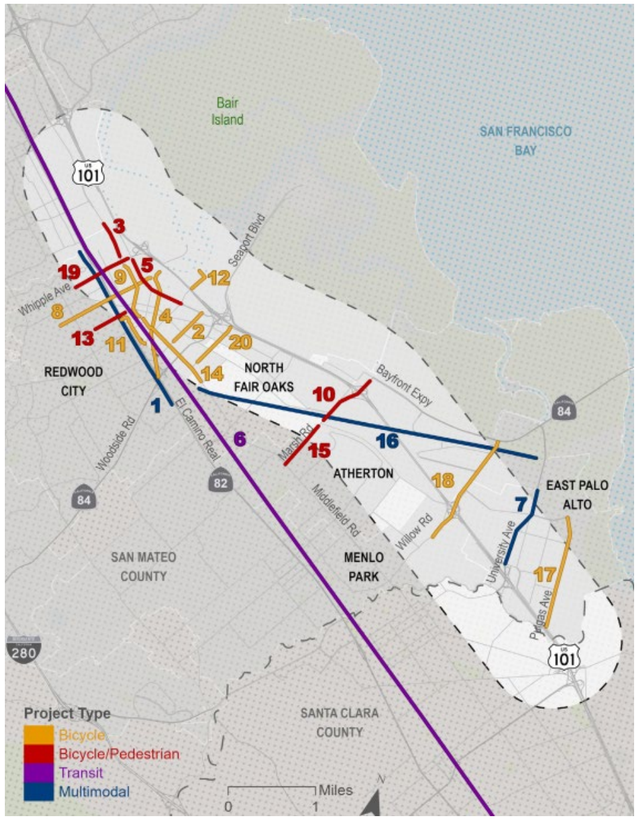
Community & Stakeholder Engagement

Pop-Ups

Multimodal Strategies Engagement Statistics





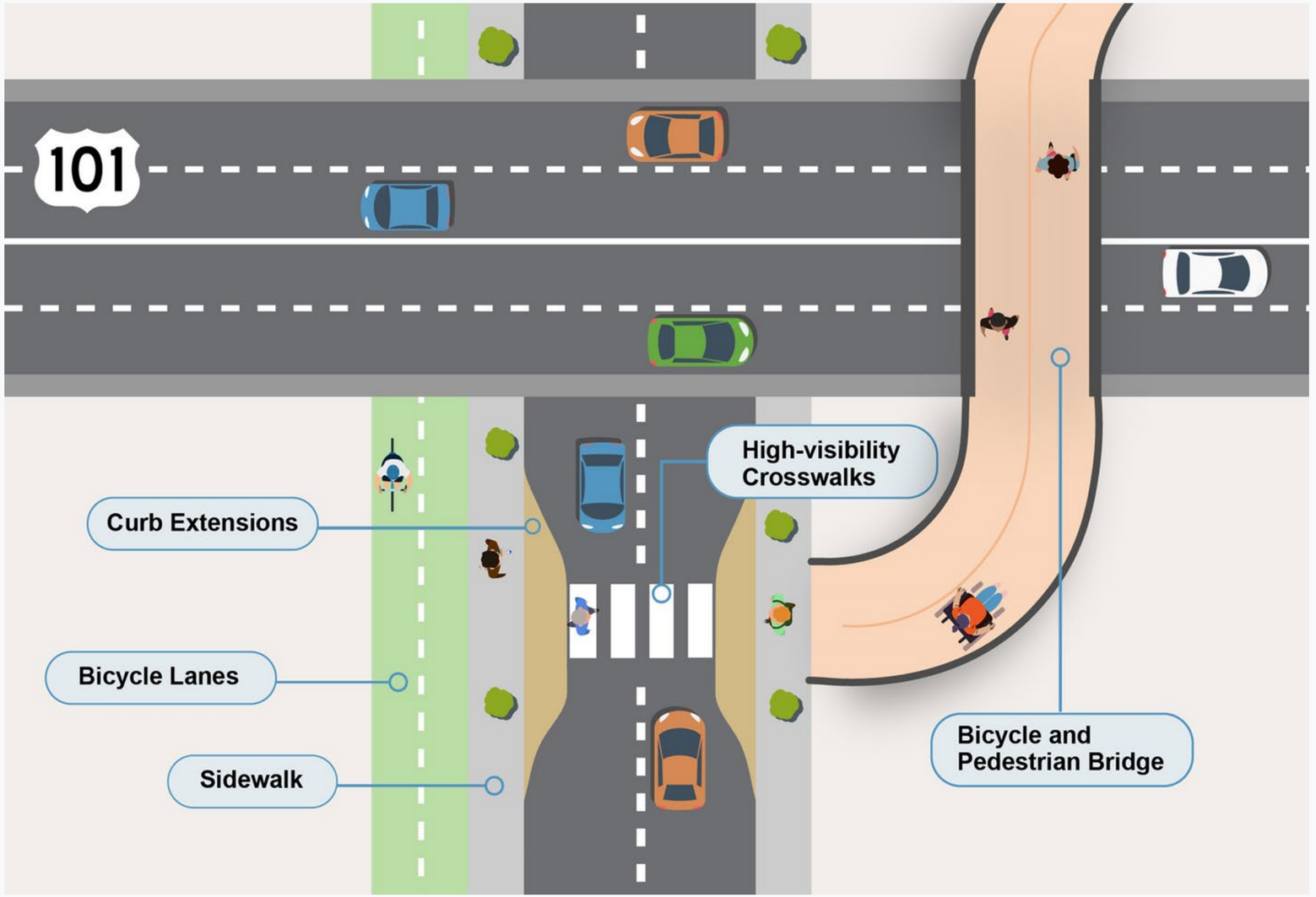


Priority Projects

After the scoring and weighting, projects were ranked with the **top 20 highest scoring projects.**

ACTIVE 101: US 101 SAN MATEO COUNTY CROSSINGS IMPROVEMENT PLAN

WHAT IS ACTIVE 101?



FALL 2024 COMMUNITY ENGAGEMENT

6 Multilingual Pop Up Events

26 Presentations To Stakeholders

270+ Responses To The Online “Fund It” Activity

Active 101 Priority Network: **Key Benefits** at Full Build Out

The Active 101 Priority Network consists of a system of existing and proposed bicycle and pedestrian projects along and across US 101 that create a contiguous north-south corridor and east-west crossings. Once fully connected, the Priority Network will include:

- Approximately **42 total miles** of access for people walking, biking, and rolling
  - Approximately **7.5 miles** of critical east–west connections
- Approximately **26.6 miles** of new or upgraded bicycle infrastructure

Safety

Approximately **7.5 miles** of the **pedestrian** High Injury Network (HIN) and **6 miles** of the **bike** HIN are included in the Priority Network and will be improved through its implementation.

Connectivity

16 US 101 crossings will be improved or constructed for people walking, biking, and rolling.

Sustainability

Vehicle miles traveled (**VMT**) is estimated to decrease by **12.7 million** miles over the project lifetime. **Greenhouse gas emissions** are estimated to reduce by **4,377** metric tons of CO_2e.

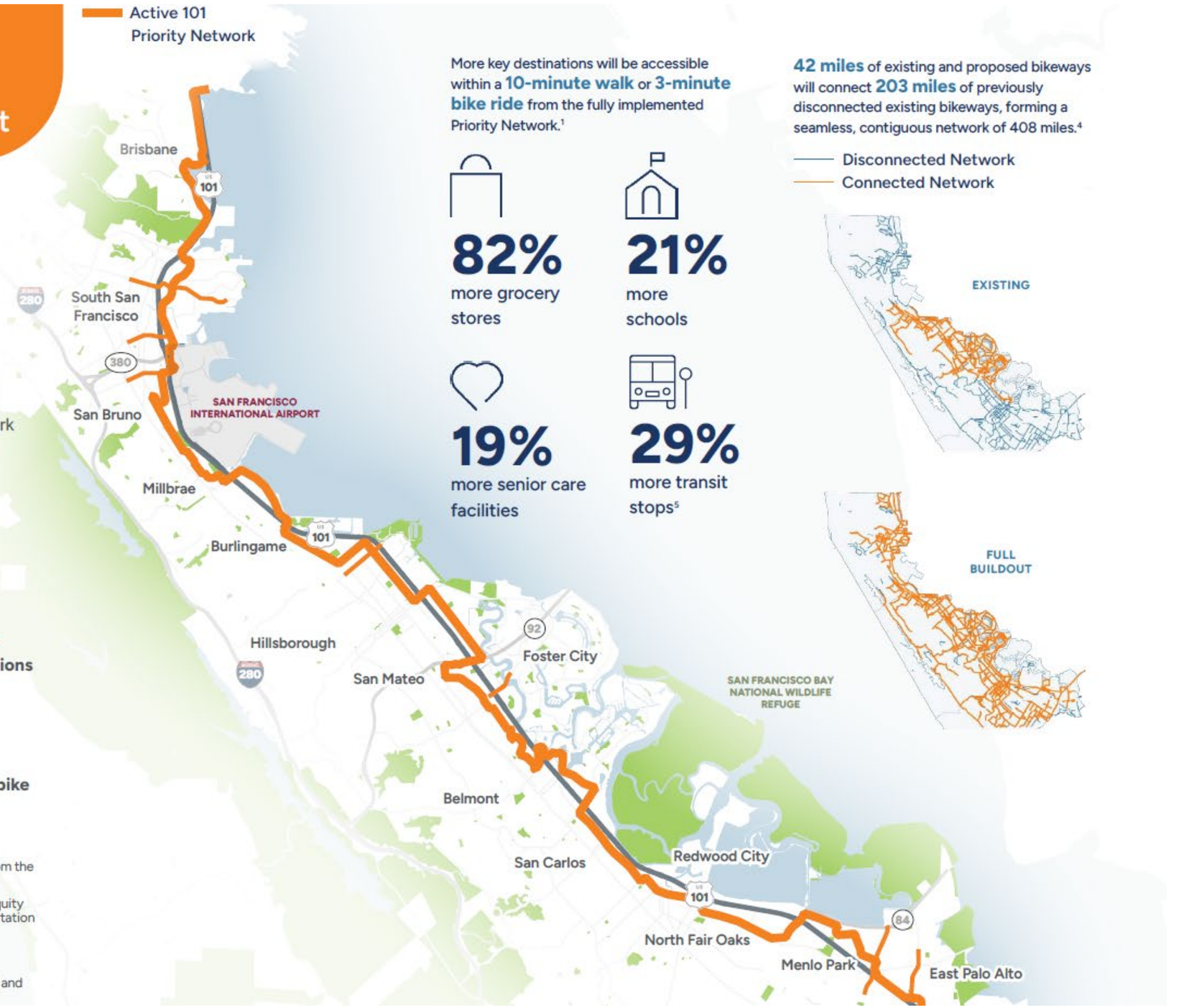
Inclusivity

>138k more people,[1] including **>50k** living in **disadvantaged communities**,[2] will be within a **10-minute walk or a 3-minute bike ride** to a high-quality bike facility[3] along the Priority Network.

1 Calculated using a ½-mile buffer (approximately a 10-minute walk or 3-minute bike ride) from the Priority Network. Increases are relative to existing conditions.

2 Disadvantaged communities include Equity Priority Communities (EPCs) and Caltrans Equity Index (EQI) communities. EPCs are census tracts identified by the Metropolitan Transportation Commission as areas that have a significant concentration of underserved populations. Caltrans Equity Index (EQI) communities are census tracts identified by Caltrans as experiencing transportation-based disadvantages.

3 For analysis purposes high-quality bicycle facilities are defined as Class I (shared-use paths) and Class IV (protected bike lanes).



More key destinations will be accessible within a **10-minute walk** or **3-minute bike ride** from the fully implemented Priority Network.[1]

82% more grocery stores

21% more schools

19% more senior care facilities

29% more transit stops[5]

42 miles of existing and proposed bikeways will connect **203 miles** of previously disconnected existing bikeways, forming a seamless, contiguous network of 408 miles.[4]

Disconnected Network
Connected Network

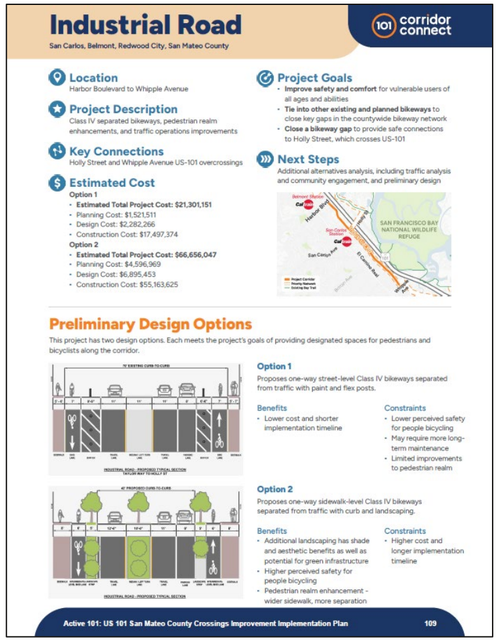
101 Corridor Connect Program
Next Steps

Priority Multimodal Safety and Congestion Relief Projects Redwood City

- Multimodal Strategy
  - El Camino Real Multimodal Improvements
  - Chestnut Street
  - Industrial Way
  - Main Street
  - Veterans Boulevard
  - 4-Track Hub Station and Grade Separations
  - Brewster Avenue
  - Winslow Street
  - Franklin Street
  - Maple Street
  - James Avenue
  - Middlefield Road
  - Whipple Avenue
  - Charter Street

Priority Multimodal Safety and Congestion Relief Projects Redwood City

- Active 101
  - Industrial Road
  - Whipple Avenue
  - Veterans Boulevard
  - Woodside Road
  - Bay Road



Industrial Road

San Carlos, Belmont, Redwood City, San Mateo County

corridor connect

Location
Harbor Boulevard to Whipple Avenue

Project Description
Class IV separated bikeways, pedestrian realm enhancements, and traffic operations improvements

Key Connections
Holly Street and Whipple Avenue US-101 overcrossings

Estimated Cost
Option 1
- **Estimated Total Project Cost: $21,301,151**
- Planning Cost: $1,521,511
- Design Cost: $2,282,266
- Construction Cost: $17,497,374

Option 2
- **Estimated Total Project Cost: $66,656,047**
- Planning Cost: $4,596,969
- Design Cost: $6,895,453
- Construction Cost: $55,163,625

Project Goals
- **Improve safety and comfort** for vulnerable users of all ages and abilities
- **Tie into other existing and planned bikeways** to close key gaps in the countywide bikeway network
- **Close a bikeway gap** to provide safe connections to Holly Street, which crosses US-101

Next Steps
Additional alternatives analysis, including traffic analysis and community engagement, and preliminary design

Preliminary Design Options

This project has two design options. Each meets the project's goals of providing designated spaces for pedestrians and bicyclists along the corridor.

Option 1
Proposes one-way street-level Class IV bikeways separated from traffic with paint and flex posts.

Benefits
- Lower cost and shorter implementation timeline

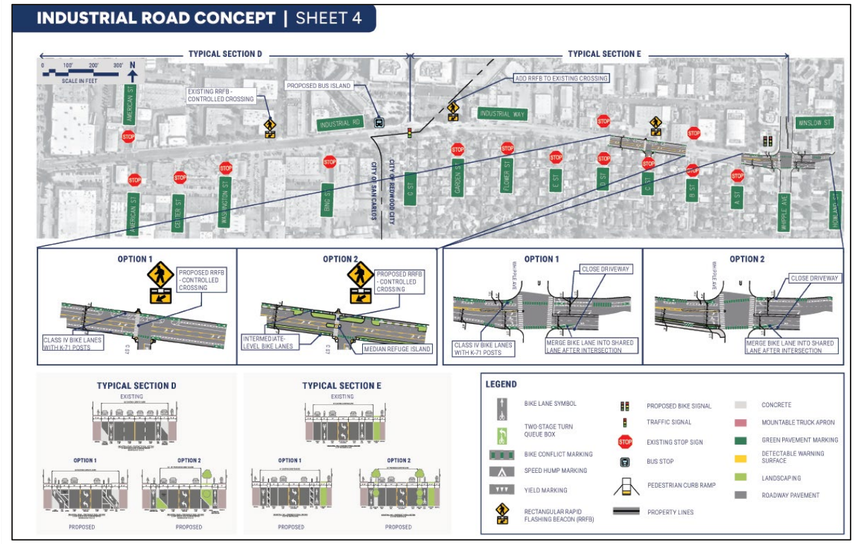
Constraints
- Lower perceived safety for people bicycling
- May require more long-term maintenance
- Limited improvements to pedestrian realm

Option 2
Proposes one-way sidewalk-level Class IV bikeways separated from traffic with curb and landscaping.

Benefits
- Additional landscaping has shade and aesthetic benefits as well as potential for green infrastructure
- Higher perceived safety for people bicycling
- Pedestrian realm enhancement - wider sidewalk, more separation

Constraints
- Higher cost and longer implementation timeline

Active 101: US 101 San Mateo County Crossings Improvement Implementation Plan 109



Bay Road

Redwood City, San Mateo County

corridor connect

Location
Woodside Road to Fifth Avenue

Project Description
Class IV separated bikeway, pedestrian enhancements (i.e., median refuge islands, rectangular rapid flashing beacons, curb extensions), and traffic calming

Key Connections
Stanford Redwood City campus, businesses along Bay Road, medical centers on Broadway, Boys and Girls Club of Redwood City, employment centers

Estimated Cost
- **Estimated Total Project Cost: $16,467,650**
- Planning Cost: $1,135,700
- Design Cost: $1,703,550
- Construction Cost: $13,628,400

Next Steps
Formal design, including traffic and environmental analyses, and additional community engagement

Project Goals
- **Improve safety and comfort** for vulnerable users of all ages and abilities
- **Tie into other existing and planned bikeways** to close key gaps in the countywide bikeway network and connect to planned facilities on Woodside Road.
- **Enhance transit access** and amenities

Preliminary Design Option

The preliminary design option proposes one-way street-level Class IV bikeways separated from traffic with paint and flex posts.

Benefits
- Maintains on-street parking
- Integrates landscaping
- Parking-protected bikeway places people walking and bicycling further from moving vehicles

Examples of Proposed Spot Treatments

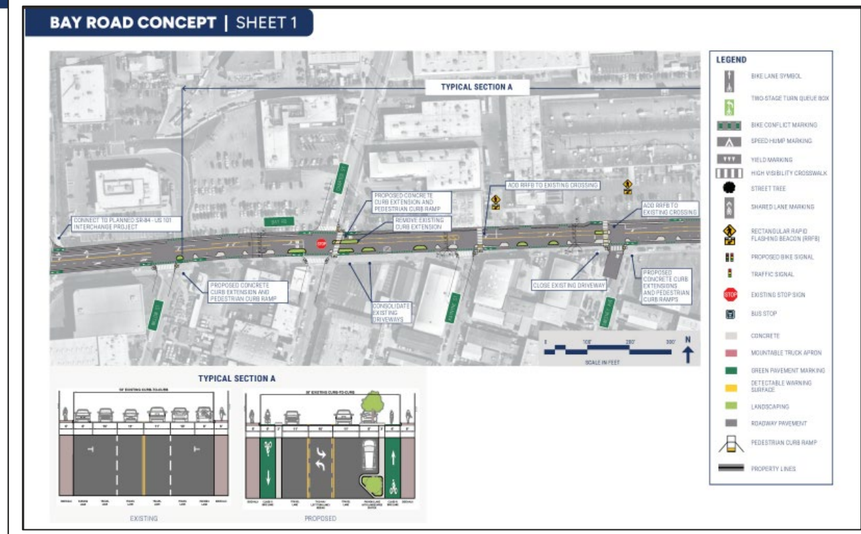
Pedestrian refuge islands

Curb extensions

Rectangular Rapid Flashing Beacons (RRFBs)

Bus stop enhancements

Active 101: US 101 San Mateo County Crossings Improvement Implementation Plan 131



Mini Grant Program

$4M Available

New multi-year effort that will fund and provide technical assistance to jurisdictions

→

Jumpstart planning of priority capital projects identified in the program

→

Begin moving projects from lines to reality

101 Corridor Connect Mini-Grants

Funding for priority projects

Multimodal corridor study

Conceptual design alternatives

Community engagement

Available Funding

$750,000 per project

Up to $1M for multi-jurisdictional projects

No local match required

Streamlined Application

Letter of Interest including confirmation of staff availability or technical assistance request

Site Walk (if selected, must include at least one City Council member)

101 Corridor Connect Mini-Grants

Key Action Items

- Talk with staff and SMCTA about projects
- Apply to mini-grant program
- Participate in site walk if selected
- SMCTA CBO Bench for engagement

Questions?

Patrick Gilster, AICP
Director, Planning and Fund Management
San Mateo County Transportation Authority
gilsterp@samtrans.com

Redwood City California Founded 1867

Fiscal Year 2026-27 Adopted Budget

June 22, 2026

Fiscal Year 2026-27 Budget Timeline

February 2026

February 23
Mid-Year Budget Update

April 2026

April 27
Capital Improvement Program (CIP) Study Session

June 2026

June 8
Recommended Budget Submitted to City Council

June 22
Budget Public Hearing & Adoption

Budget Highlights

- FY 2026-27 **operating budget totals $410M, including $206.1M in the General Fund**
- FY 2026-27 **CIP totals $40.6M**
- FY 2026-27 **balanced using one-time fund balance and Section 115 Trust**
- General Fund **15% reserve fully funded at $31M**
- Projecting **$22 - $29M annual shortfalls in FY 2027-28 – 2035-36**

Budget Highlights: Responding to Top Priorities

Enhance	Enhancing Quality of Life
Promote	Promoting Public Safety & Operational Readiness
Maintain	Maintaining Critical Infrastructure
Modernize	Modernizing Service Delivery
Evaluate	Evaluating Key Policies & New Regulations

Responding to Top Priorities: Council Feedback

Evaluate opportunities to expand the Police Department's Crisis Response Clinician Program

- Police Department will conduct an evaluation and report back to the City Council in February 2027 as part of the Mid-Year Budget Update
- Explore integration with a domestic violence co-response model

Provide more frequent updates on the City's financial outlook

- FY 2026-27 third quarter budget to actuals report included as attachment E
- Will provide quarterly reports to the City Council roughly two months after the close of each quarter

Responding to Top Priorities: Council Feedback

Enhance reporting to better identify FY 26-27 Recommended Budget by program and service area

- Report included as attachment F

Identify ways to increase funding for street maintenance & rehabilitation to improve the Pavement Condition Index (PCI)

- $10-$12M pavement preservation and accessibility investments planned for the summer/fall 2026
- If bid environment holds, current funding will also support neighborhood and corridor projects in 2027
- Longer-term - capital infrastructure funding work a top priority for FY 26-27

Responding to Top Priorities: Council Feedback

Strengthen reserves and prepare for future obligations, including but not limited to anticipated litigation, uncertainty related to pending Rent Control Initiative, and legislative changes that could increase pension liabilities

- Staff recommends using any net positive unassigned fund balance realized at fiscal year-end 2025-26 beyond the current forecast be used to seed reserves and provide financial protection
- Recommended budget also includes a small litigation reserve

Responding to Top Priorities: Council Feedback

Evaluate City policies, regulations, fees, and processes that may influence businesses' decisions to remain or expand in or relocate to Redwood City. Engage with business community and develop strategies to strengthen partnerships.

- Developing an Economic Vitality Strategy, a comprehensive, five-year road map designed to strengthen Redwood City's local economy, including outreach is a FY 26-27 work plan item, with a Study Session planned for later 2026 or early 2027

Responding to Top Priorities: Council Feedback

Strengthen response to homelessness through Hopeful Horizons Ordinance while expanding partnerships with housing providers to increase Permanent Supportive Housing and improve pathways to long-term housing stability.

- Continue efforts to implement the Hopeful Horizons Ordinance
- Return to Council before October 2027 with evaluation of ordinance's effectiveness and outcomes
- Continue advancing 1580m Maple Street development and efforts to work with San Mateo County to identify inventory of Permanent Supportive Housing

Responding to Top Priorities: Council Feedback

Continue to identify strategies to facilitate development of approved housing projects that have been unable to move forward due to current economic and market conditions

- In July 2026, staff will present a package of Zoning Code amendments to the City Council aimed at reducing development costs, streamlining permit processing, advancing Housing Element implementation, and modernizing the City's development regulations

Advocate to preserve VLF backfill revenues

- Advocacy work continues

Staff Recommendation 1/2

1. Hold a public hearing;

2. By motion of the City Council, adopt a City Council resolution adopting the Budget of the City of Redwood City for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget;

3. By motion of the City Council, adopt a City Council resolution approving and adopting the Five-Year Capital Improvement Program for the City of Redwood City for the period of Fiscal Year 2026-27 through Fiscal Year 2030-31;

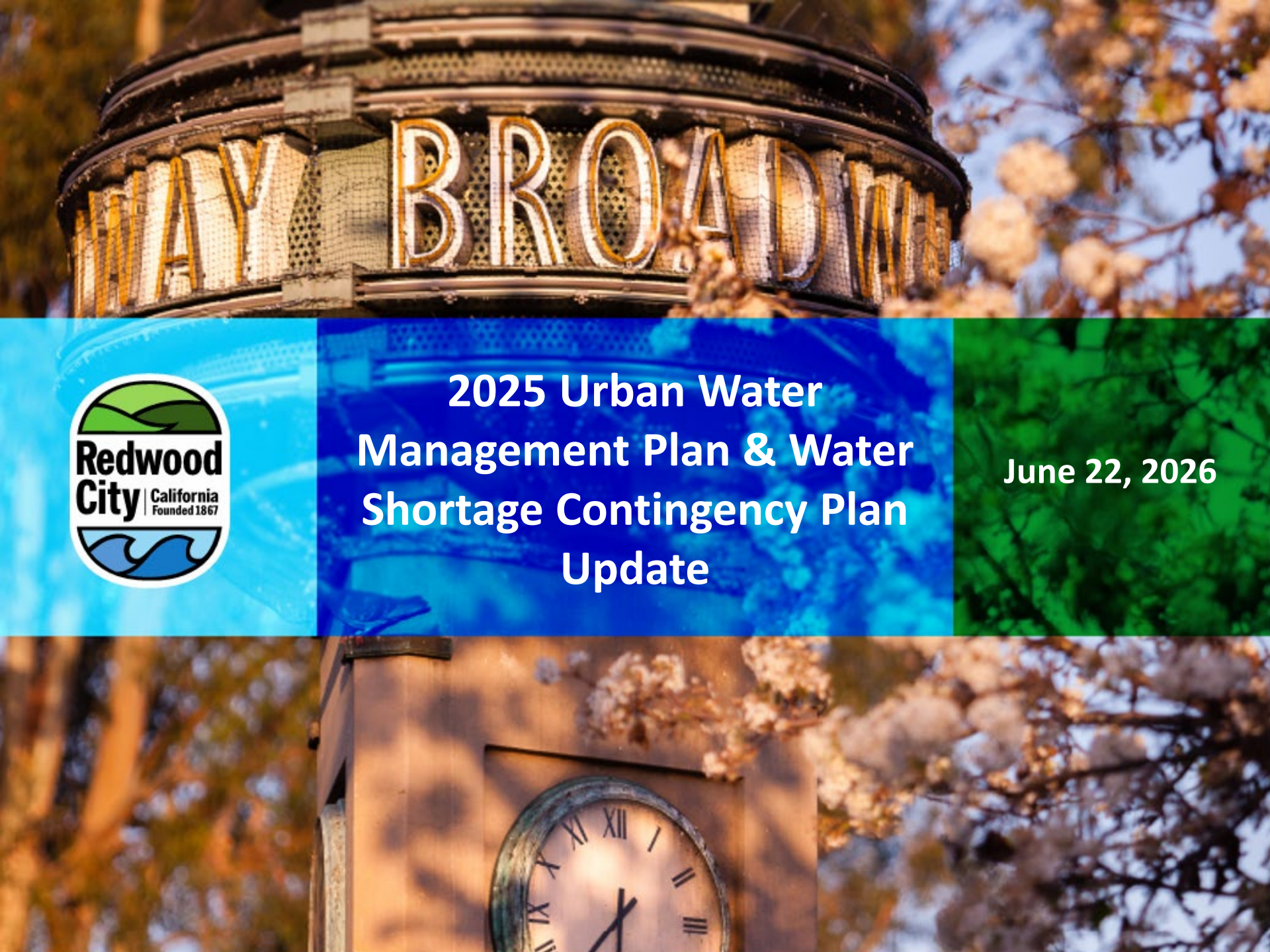
Continued on next slide

Staff Recommendation 2/2

4. By motion of the Successor Agency Board, adopt a Successor Agency to the Redwood City Redevelopment Agency resolution adopting the Budget of the Successor Agency for Fiscal Year July 1, 2026 - June 30, 2027 and providing for the appropriation and expenditure of all sums set forth in said budget;

5. By motion of the City Council, adopt a City Council resolution amending the City's Classification and Salary and Wage Plan to establish the new flexibly-staffed classification for Chief Assistant City Attorney and update the job description for Assistant City Attorney/Senior Assistant City Attorney including renaming to Assistant City Attorney/Senior Assistant City Attorney/Chief Assistant City Attorney.

Redwood
City
California
Founded 1867



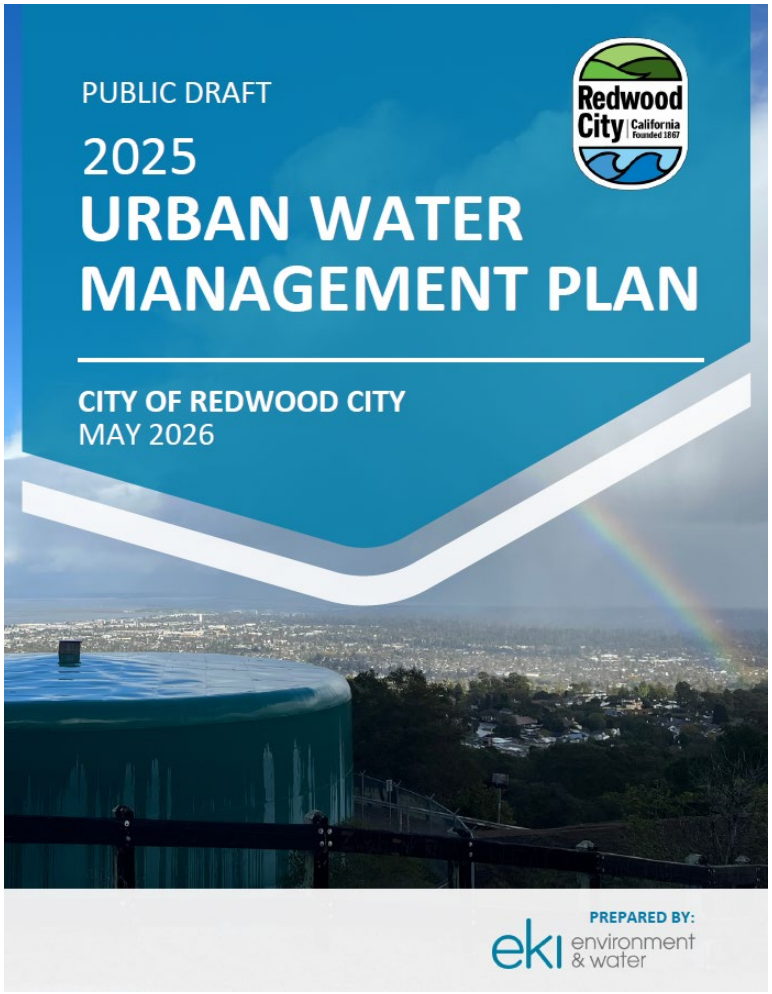
Redwood City | California Founded 1867

2025 Urban Water Management Plan & Water Shortage Contingency Plan Update

June 22, 2026

Presentation Outline

- Urban Water Management Plan (UWMP) Overview
- Water Service Area Overview & Historic Water Demand
- Projected Water Supply & Demand
- Water Supply & Reliability
- Water Shortage Contingency Plan



Council Questions

- Does the City Council have any questions about the purpose or regulatory requirements of the Urban Water Management Plan or the Water Shortage Contingency Plan?

- Does the City Council have any questions regarding the water demand projections or water supply reliability presented in the Urban Water Management Plan.

2025 UWMP Overview

- Must be updated every 5 years

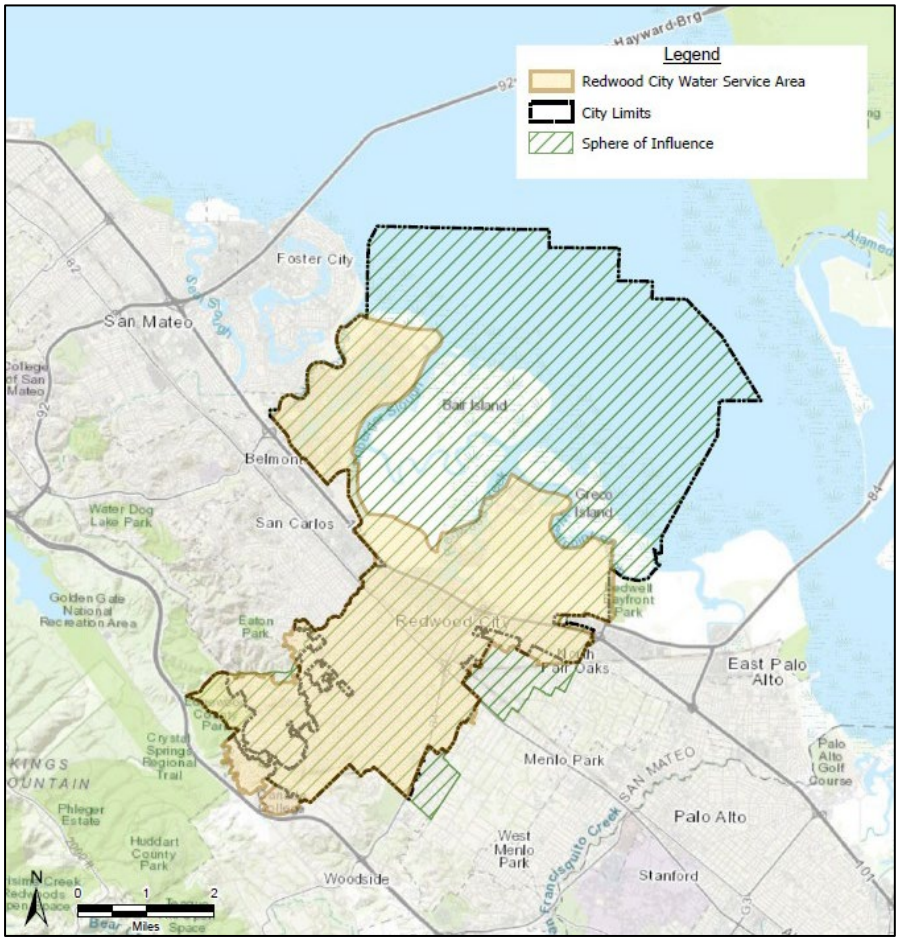
- Required components:
  - Service area description
  - Historical supply and demand
  - Supply and demand projections through 2050
    - normal
    - single dry
    - multiple dry years
  - Water conservation and drought planning

Why are UWMPs Important?

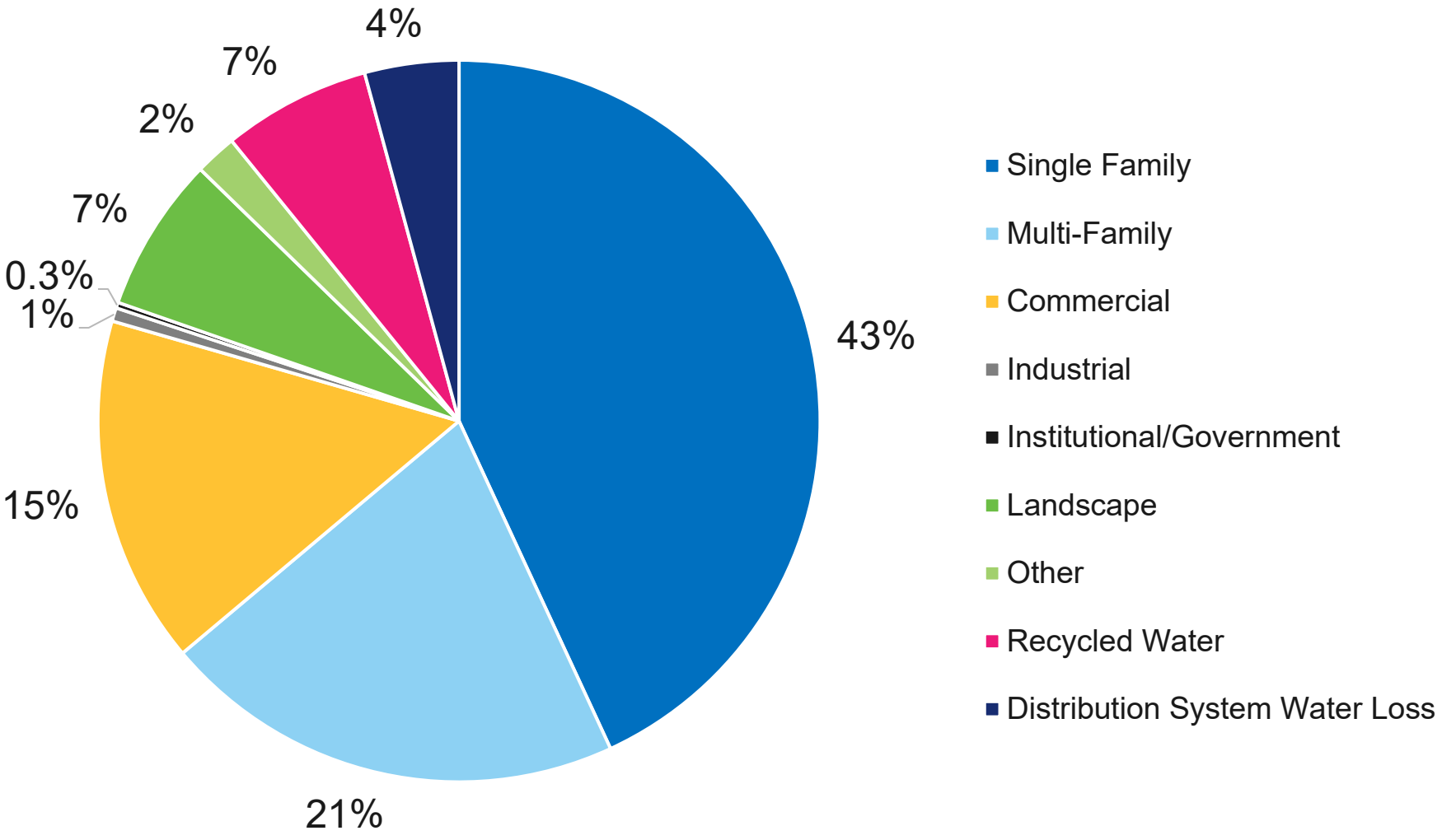
- State-mandated water supply and demand planning document
  - Required to receive State grant funding
- Foundation for Water Supply Assessments
- Key long-term water supply and demand planning document
- Framework to discuss water shortage contingency planning and other issues

Redwood City Water Service Area

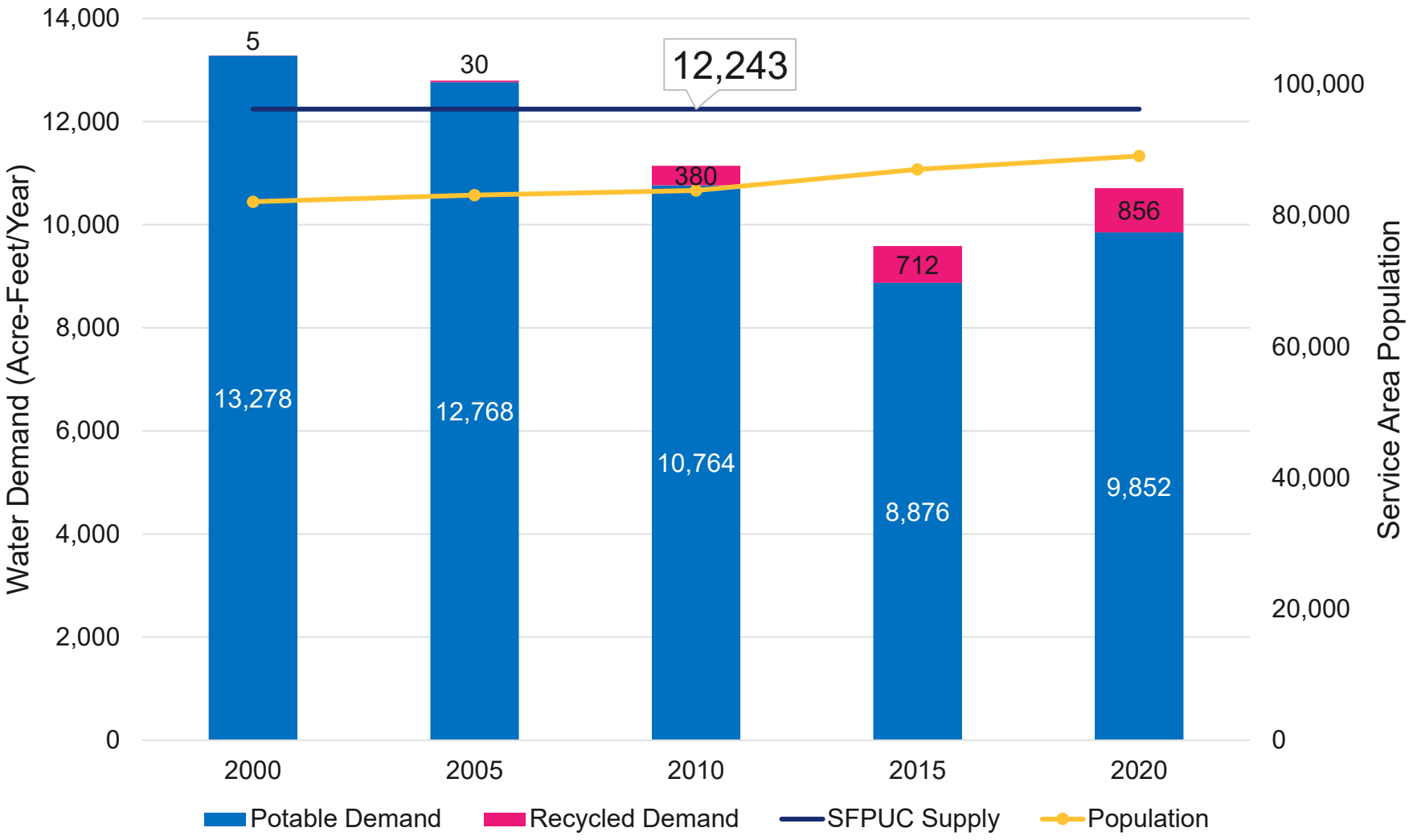
- Redwood City and portions of unincorporated San Mateo County, Woodside and San Carlos
- 89,541 population served
- 24,591 connections (includes both potable and recycled water)
- Potable water
  - San Francisco Public Utilities Commission (SFPUC)
- Recycled water
  - Silicon Valley Clean Water (SVCW)



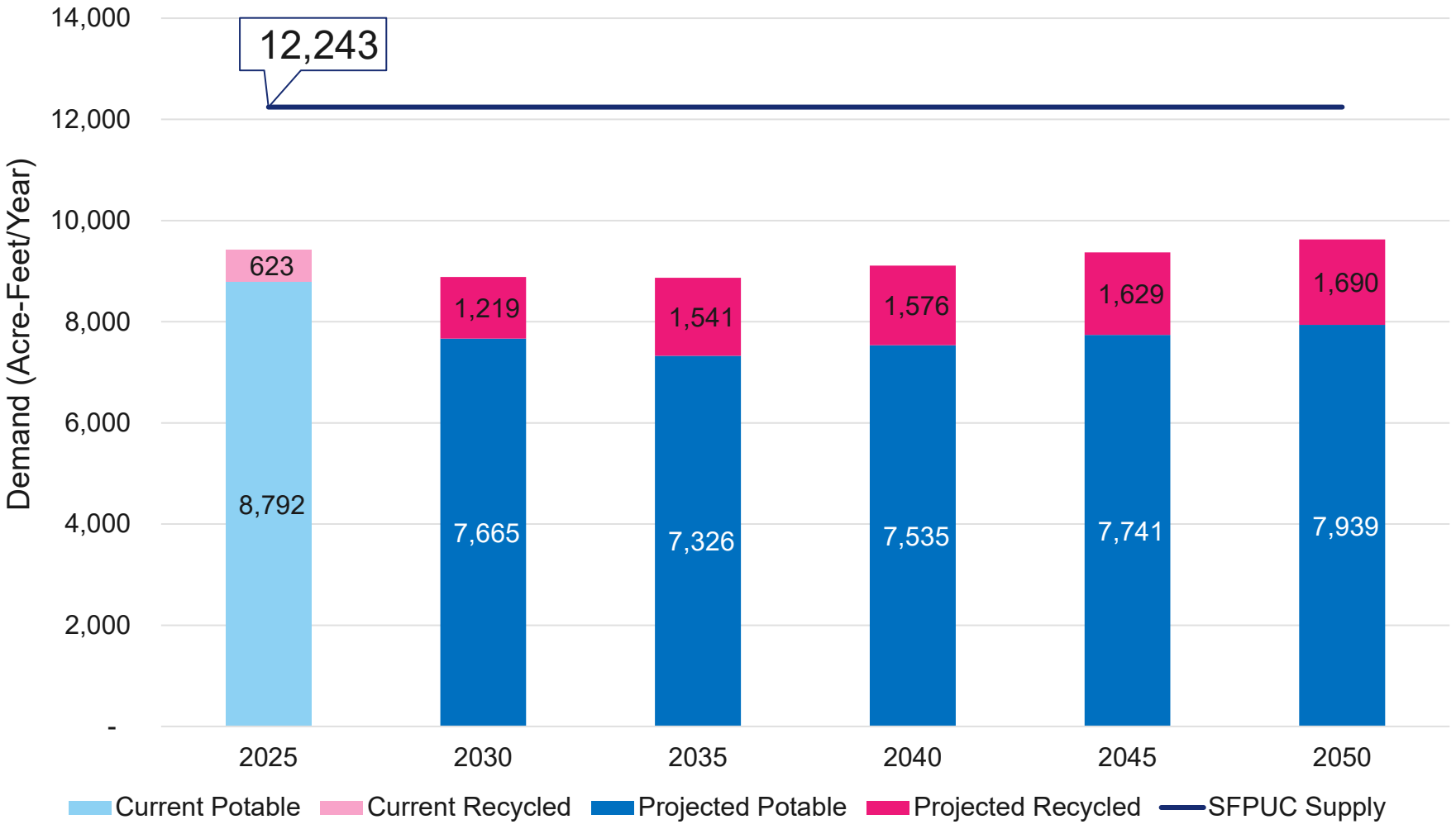
Water use By Customer Type



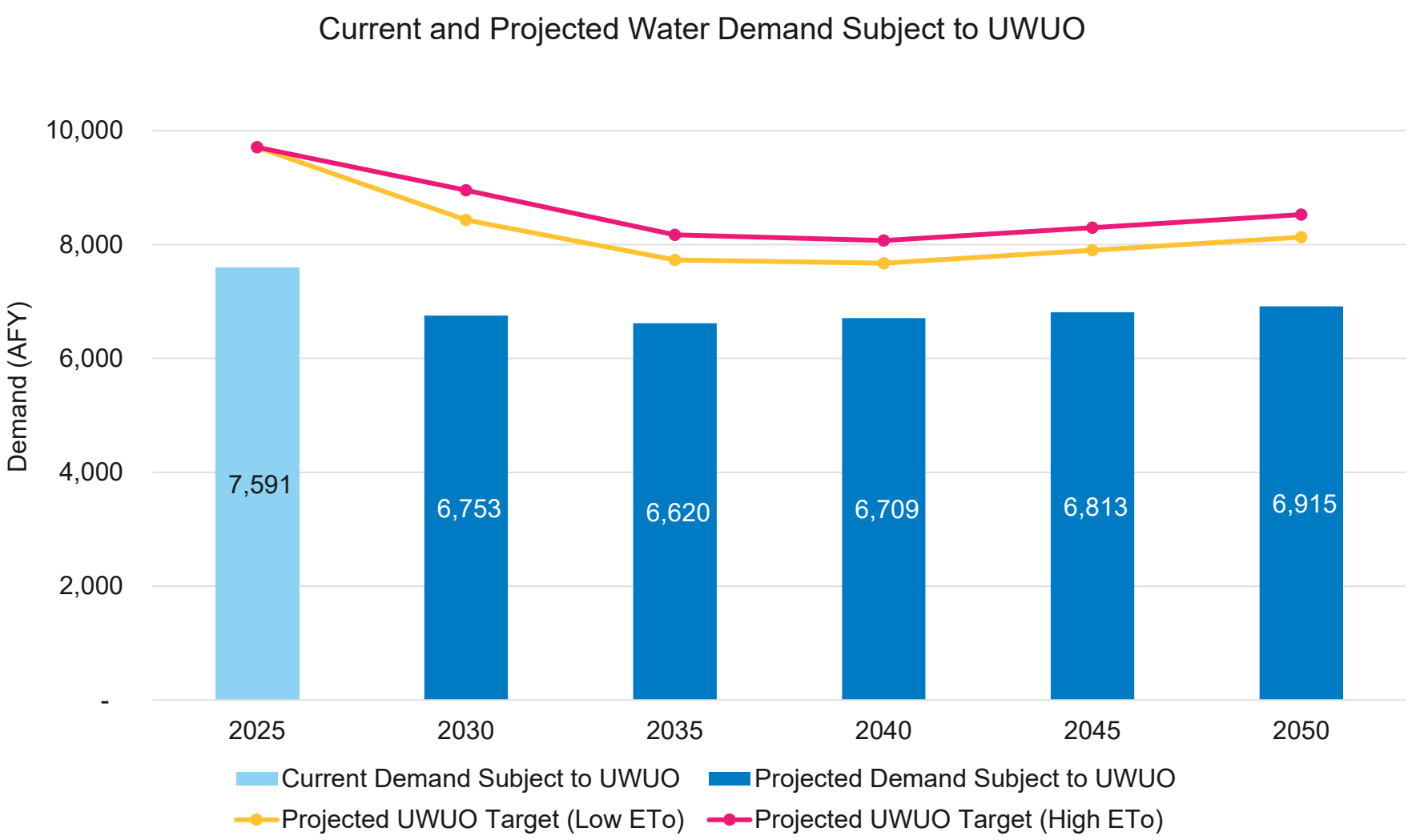
Historic Water Demand & Population



Projected Water Supply & Demand



California Urban Water Use Objective



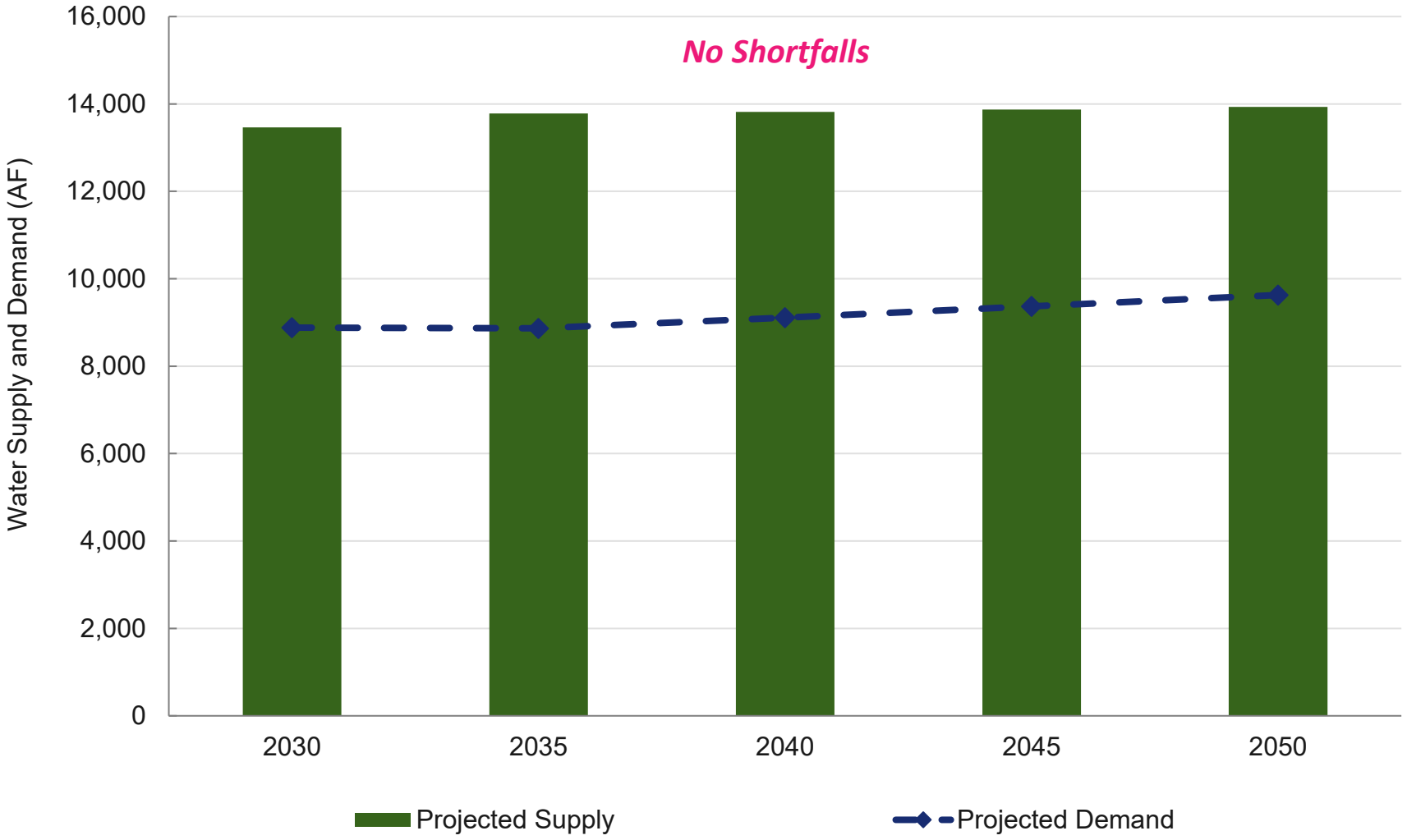
Bay Delta Plan Impacts on SFPUC Supply

- The Bay-Delta Plan (BDP) Amendment establishes water quality objectives for rivers flowing to SF Bay / Sacramento–San Joaquin Delta
- Unimpaired flow releases would require 40-50% rationing from SFPUC Regional Water System (RWS) at normal or contract level water demands
- No immediate impact anticipated due to BDP implementation challenges
- SFPUC and stakeholders proposed Tuolumne Healthy Rivers & Landscapes (HRL) proposal as an alternative to reduce supply impacts
  - No timeline has been provided for when the HRL will be considered for adoption by the State Water Resources Control Board

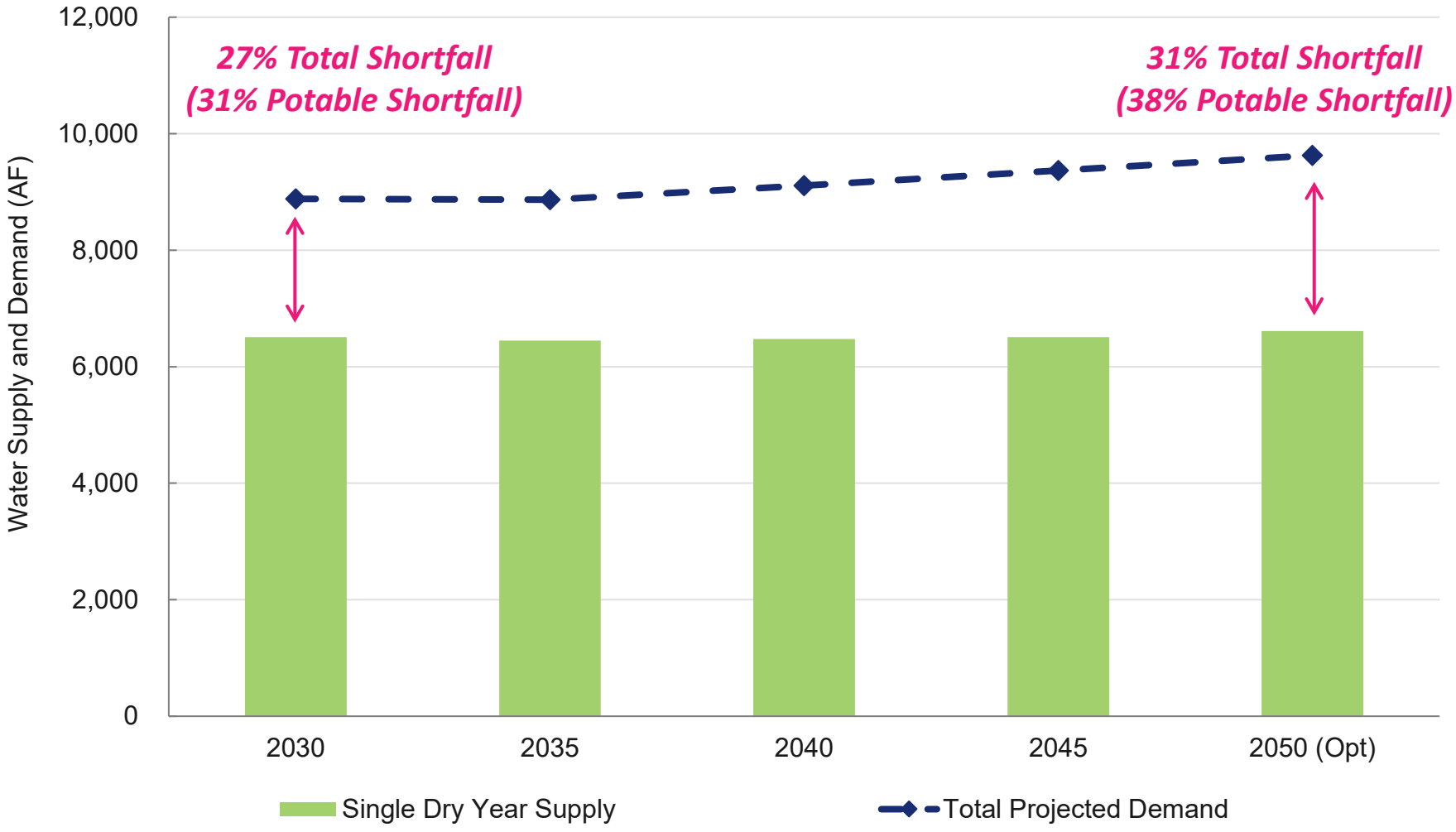
Water Supply Reliability Projections

- City is 100% reliant on SFPUC RWS for potable water
- As required by the Water Code, City relied on SFPUC and BAWSCA for water supply reliability information
- SFPUC provided two reliability projection scenarios:
  - (1) Implementation of BDP as written; SFPUC unable to meet their contractual Level of Service Goals
  - (2) No implementation of BDP; SFPUC is able to meet 100% of projected wholesale customer demand in all normal and dry year types

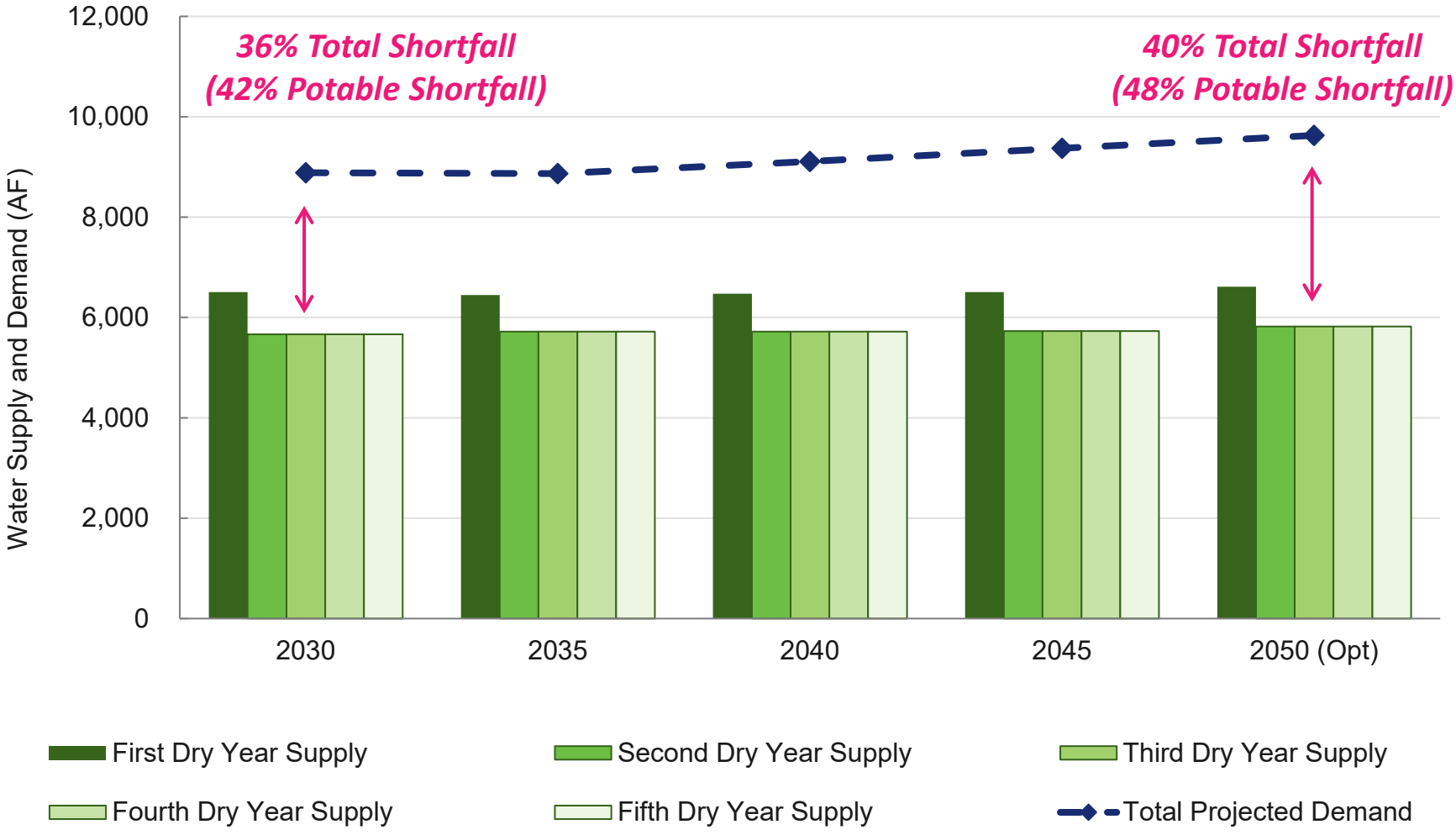
Normal Year Supply & Demand



Single Dry Year with Bay Delta Plan



Multiple Dry Years with Bay Delta Plan



Water Shortage Contingency Plan

- Designed to reduce demand to meet available supply
- Six stages of action
- Focus on outdoor water use
- Cutbacks based on need not historical use
- Use of the Water Allocation Program
- Establishes actions to be taken by City and Customers

Stage	Shortage Level
1	Up to 10%
2	Up to 20%
3	Up to 30%
4	Up to 40%
5	Up to 50%
6	Greater than 50%

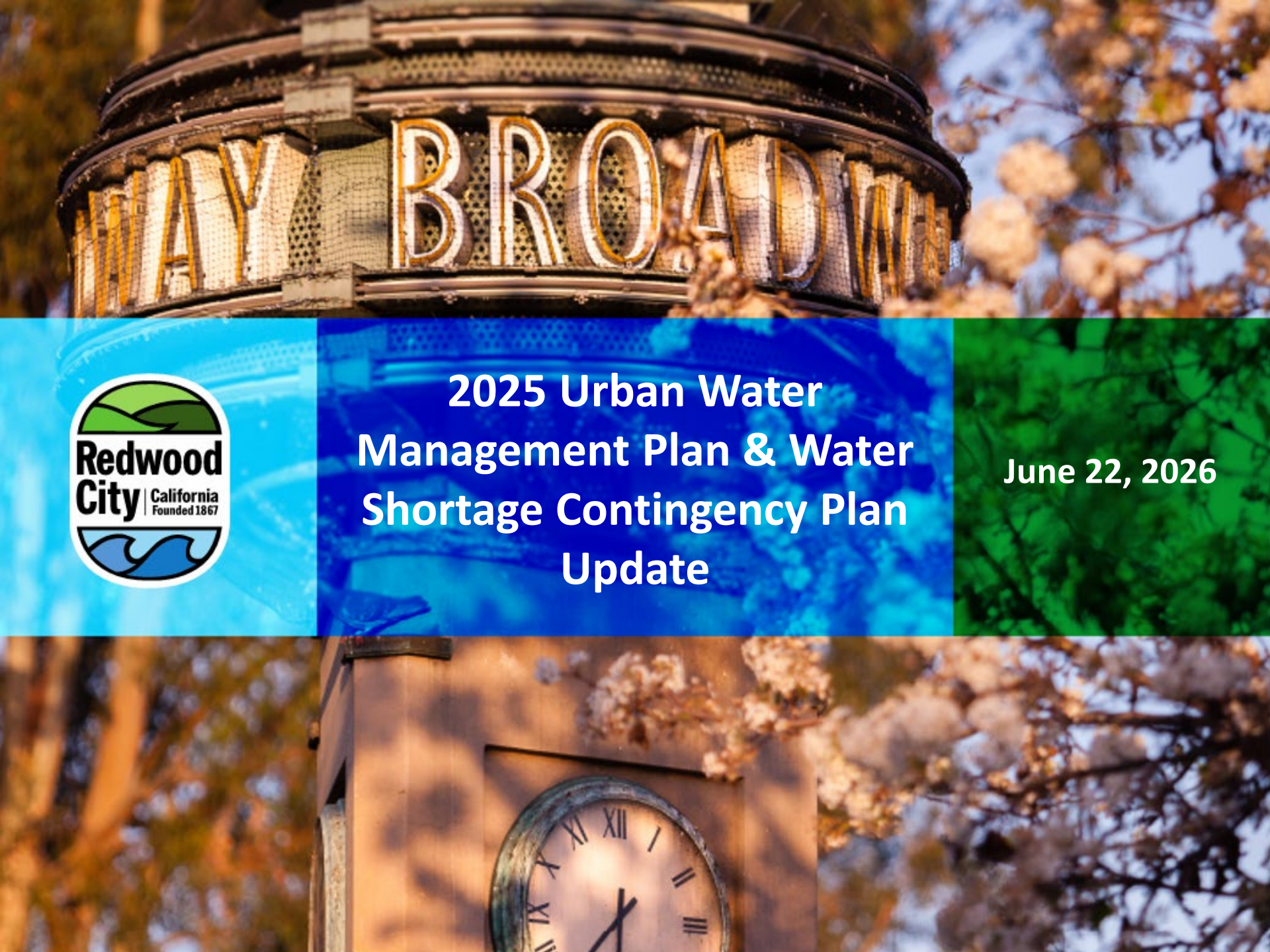
Recommendation

1. Hold a Public Hearing on the 2025 update to The City of Redwood City's Urban Water Management Plan and Water Shortage Contingency Plan.
2. Adopt a Resolution approving Redwood City's 2025 Urban Water Management Plan (UWMP) and authorize the Public Works Services Director to compile and submit the final UWMP to the State of California Department of Water Resources prior to July 1, 2026
3. Adopt a Resolution approving the update to Redwood City's Water Shortage Contingency Plan (WSCP) and authorize the Public Works Services Director to compile and submit the final WSCP to the State of California Department of Water Resources prior to July 1, 2026

Council Questions

- Does the City Council have any questions about the purpose or regulatory requirements of the Urban Water Management Plan or the Water Shortage Contingency Plan?

- Does the City Council have any questions regarding the water demand projections or water supply reliability presented in the Urban Water Management Plan.



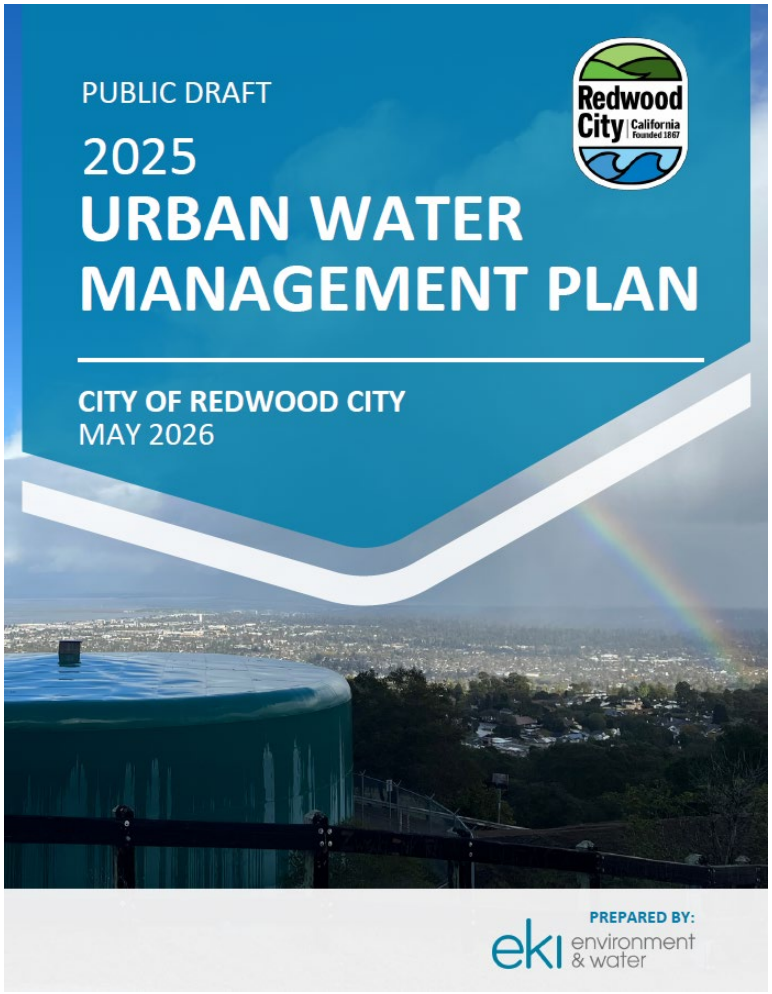
Redwood City | California Founded 1867

2025 Urban Water Management Plan & Water Shortage Contingency Plan Update

June 22, 2026

Presentation Outline

- Urban Water Management Plan (UWMP) Overview
- Water Service Area Overview & Historic Water Demand
- Projected Water Supply & Demand
- Water Supply & Reliability
- Water Shortage Contingency Plan



Council Questions

- Does the City Council have any questions about the purpose or regulatory requirements of the Urban Water Management Plan or the Water Shortage Contingency Plan?

- Does the City Council have any questions regarding the water demand projections or water supply reliability presented in the Urban Water Management Plan.

2025 UWMP Overview

- Must be updated every 5 years

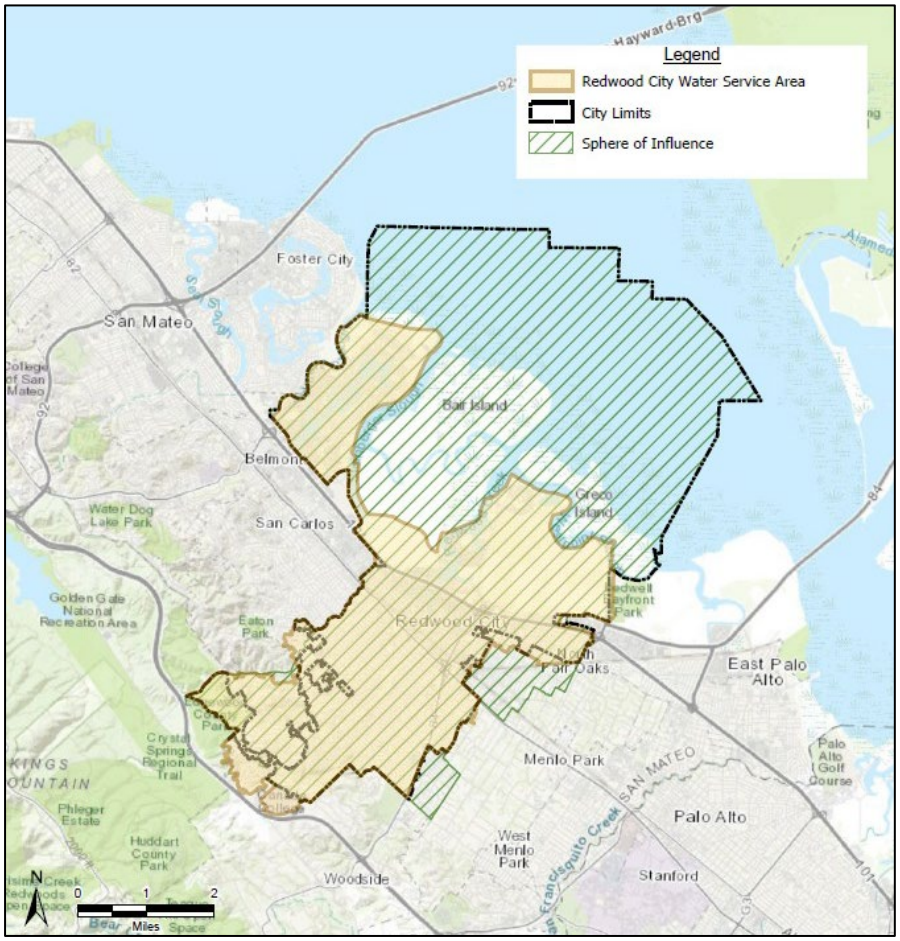
- Required components:
  - Service area description
  - Historical supply and demand
  - Supply and demand projections through 2050
    - normal
    - single dry
    - multiple dry years
  - Water conservation and drought planning

Why are UWMPs Important?

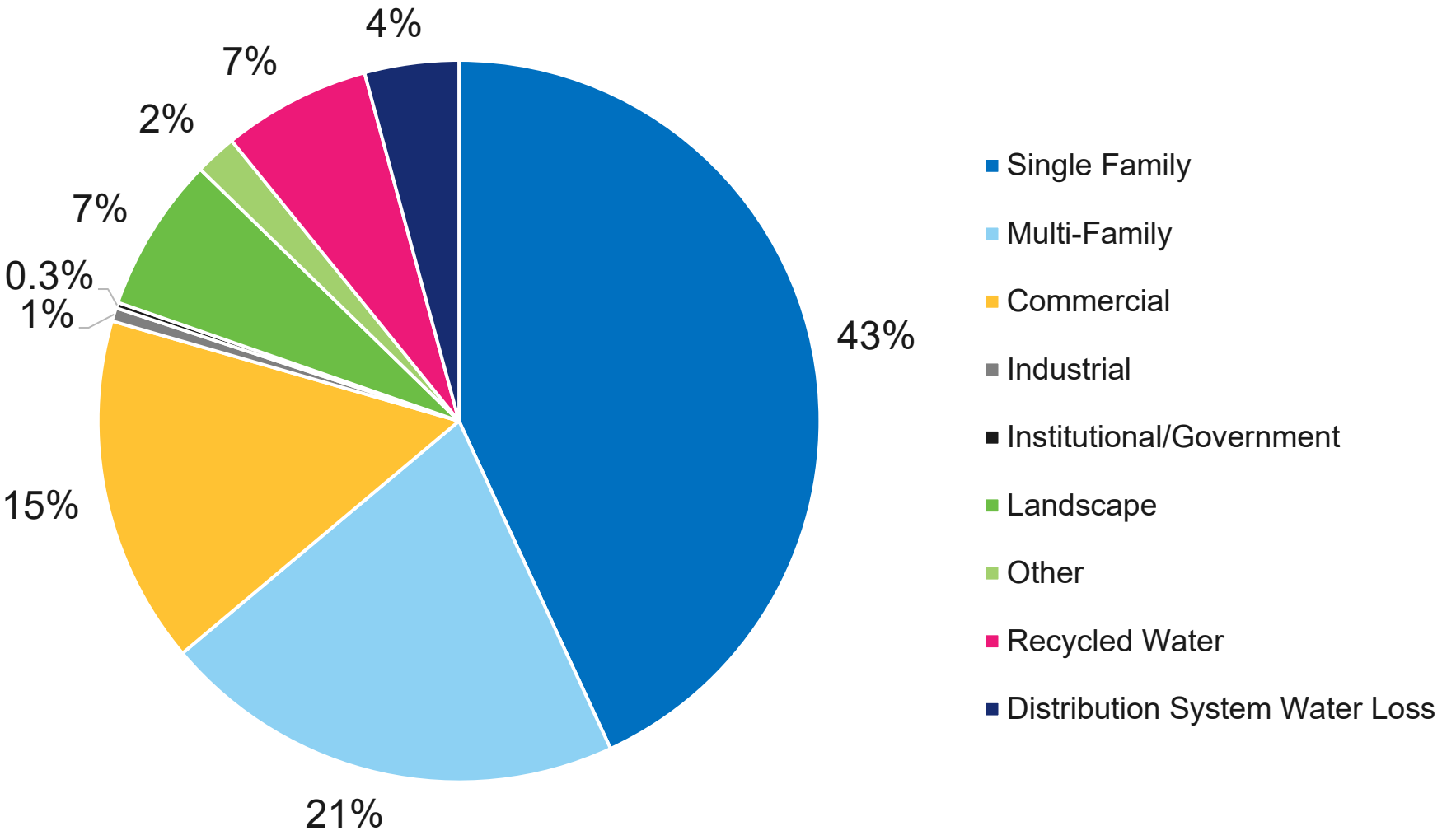
- State-mandated water supply and demand planning document
  - Required to receive State grant funding
- Foundation for Water Supply Assessments
- Key long-term water supply and demand planning document
- Framework to discuss water shortage contingency planning and other issues

Redwood City Water Service Area

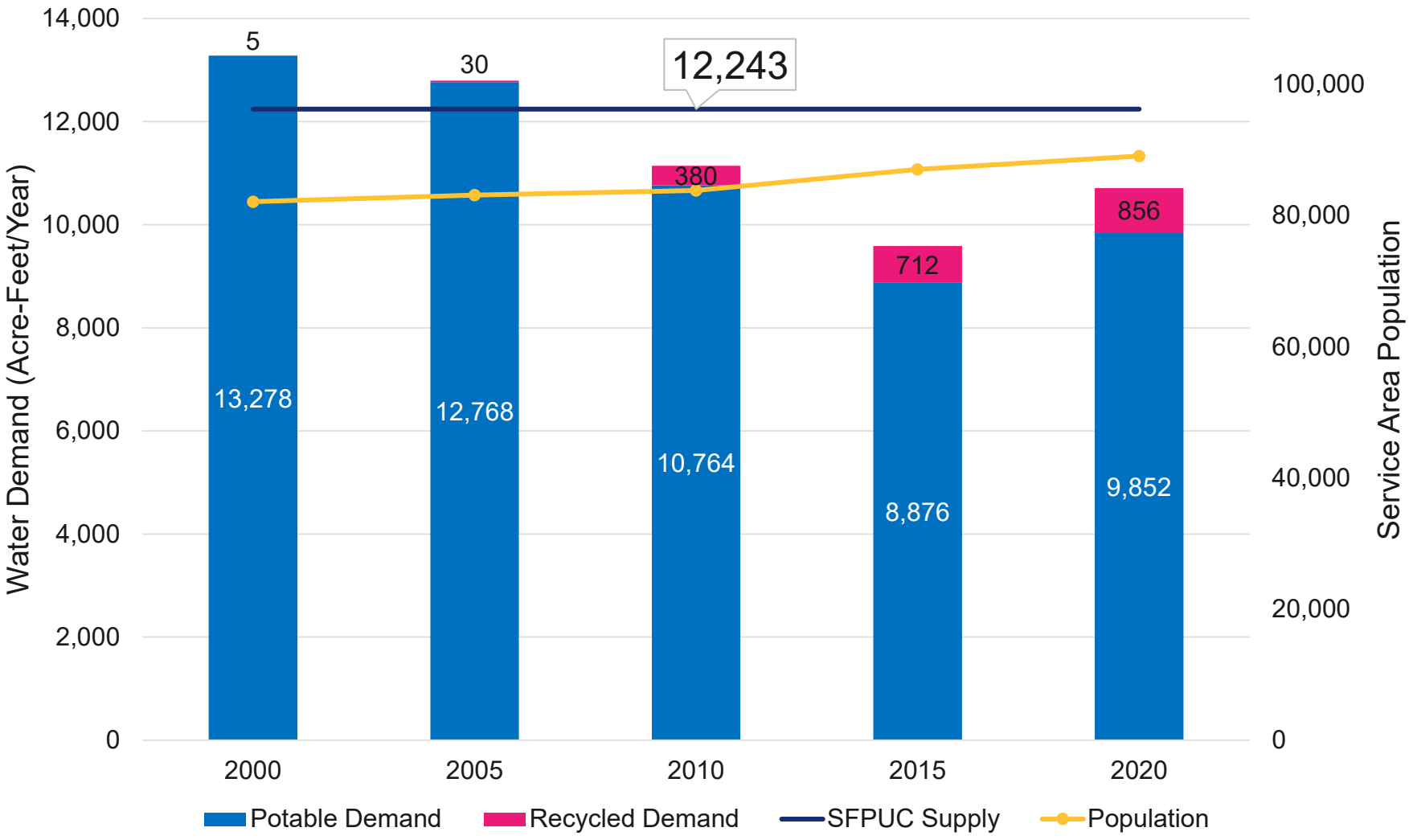
- Redwood City and portions of unincorporated San Mateo County, Woodside and San Carlos
- 89,541 population served
- 24,591 connections (includes both potable and recycled water)
- Potable water
  - San Francisco Public Utilities Commission (SFPUC)
- Recycled water
  - Silicon Valley Clean Water (SVCW)



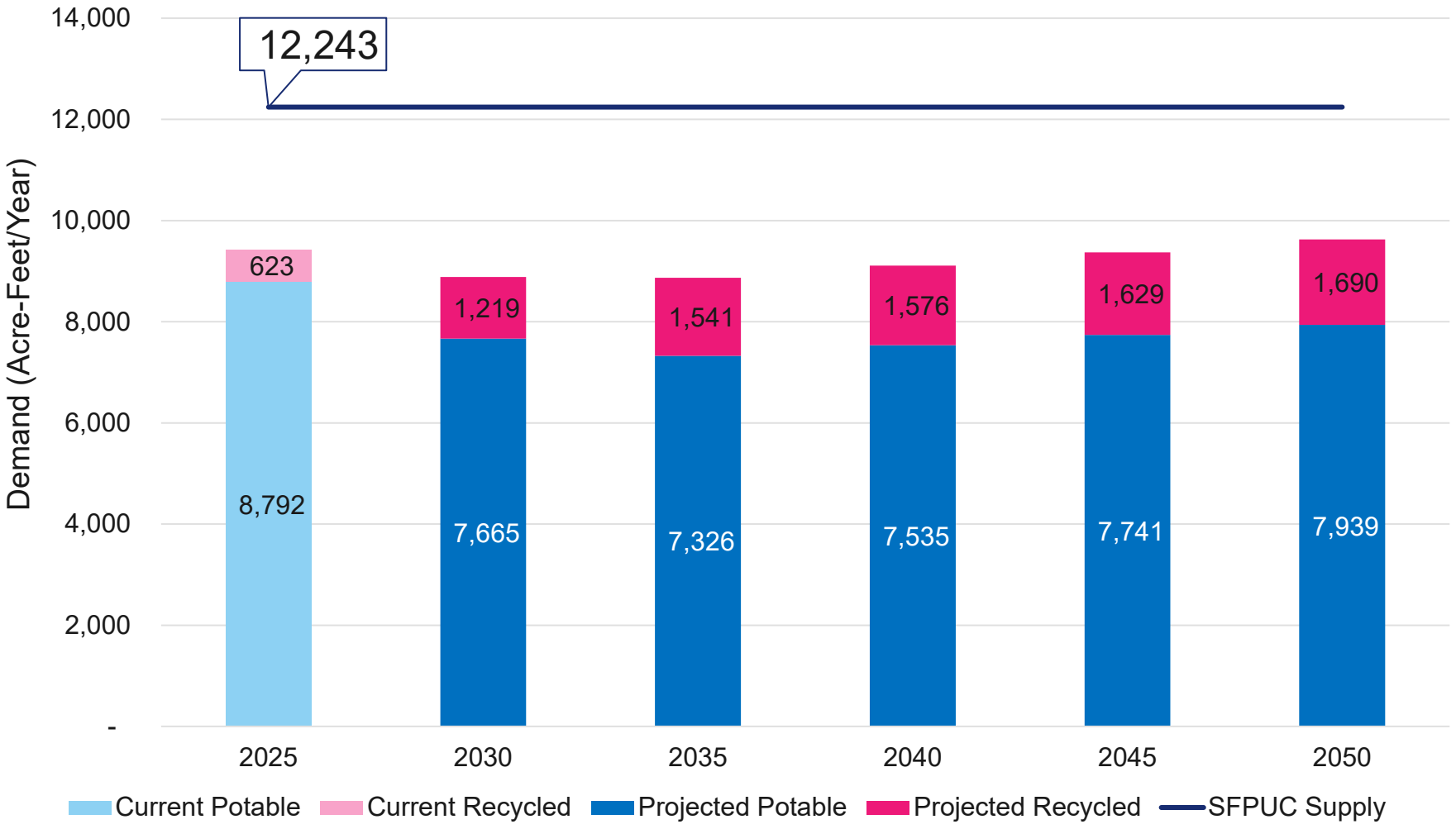
Water use By Customer Type



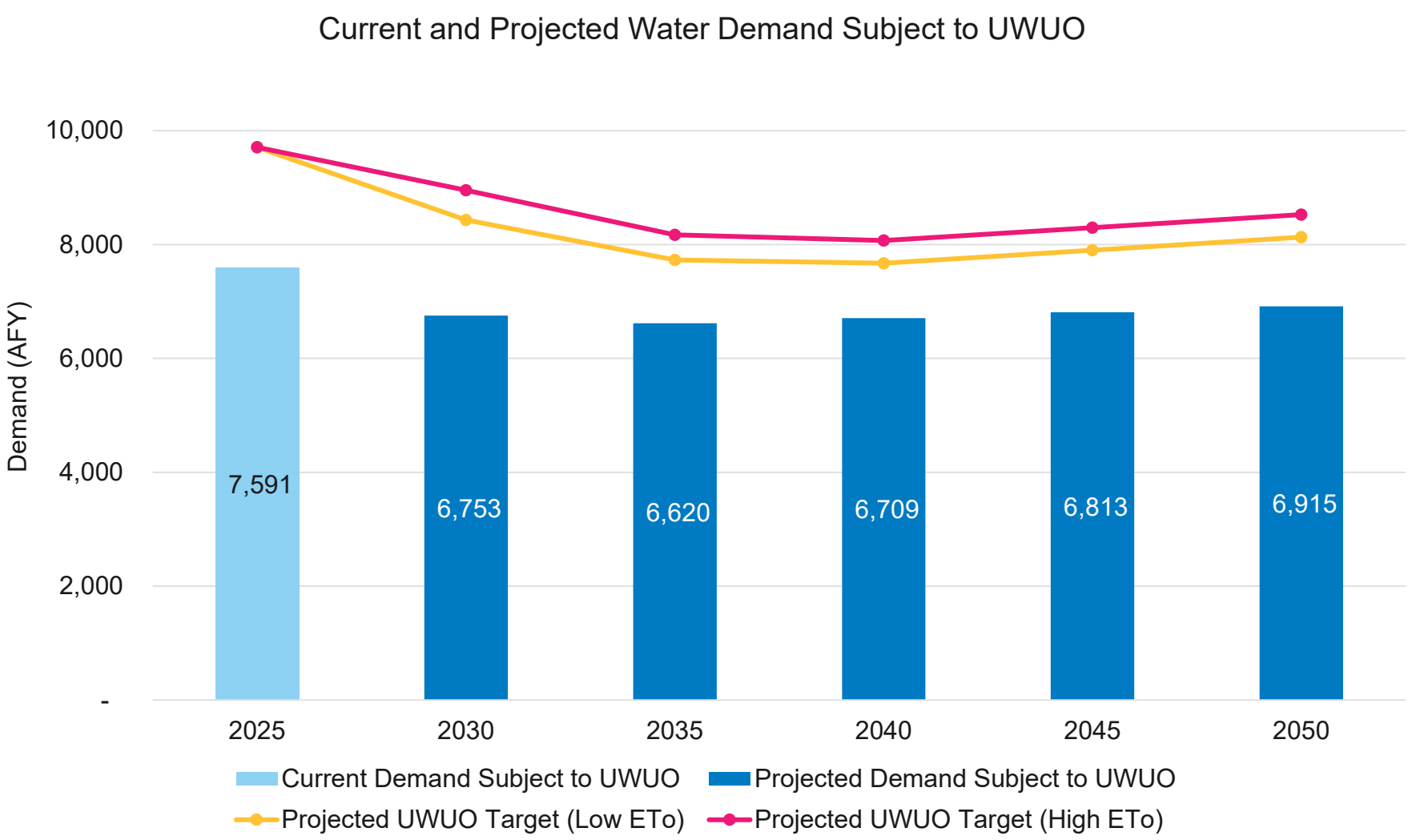
Historic Water Demand & Population



Projected Water Supply & Demand



California Urban Water Use Objective



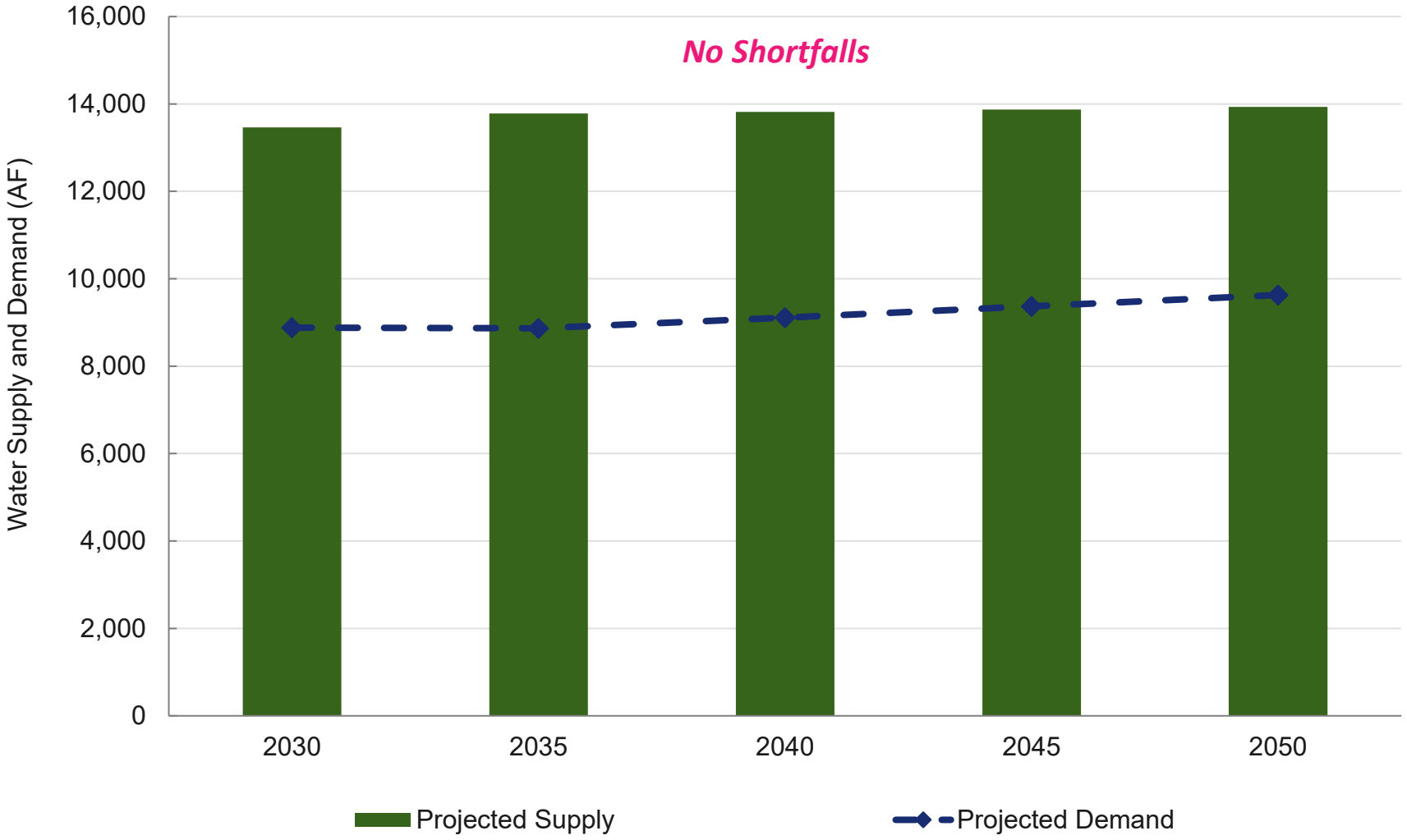
Bay Delta Plan Impacts on SFPUC Supply

- The Bay-Delta Plan (BDP) Amendment establishes water quality objectives for rivers flowing to SF Bay / Sacramento–San Joaquin Delta
- Unimpaired flow releases would require 40-50% rationing from SFPUC Regional Water System (RWS) at normal or contract level water demands
- No immediate impact anticipated due to BDP implementation challenges
- SFPUC and stakeholders proposed Tuolumne Healthy Rivers & Landscapes (HRL) proposal as an alternative to reduce supply impacts
  - No timeline has been provided for when the HRL will be considered for adoption by the State Water Resources Control Board

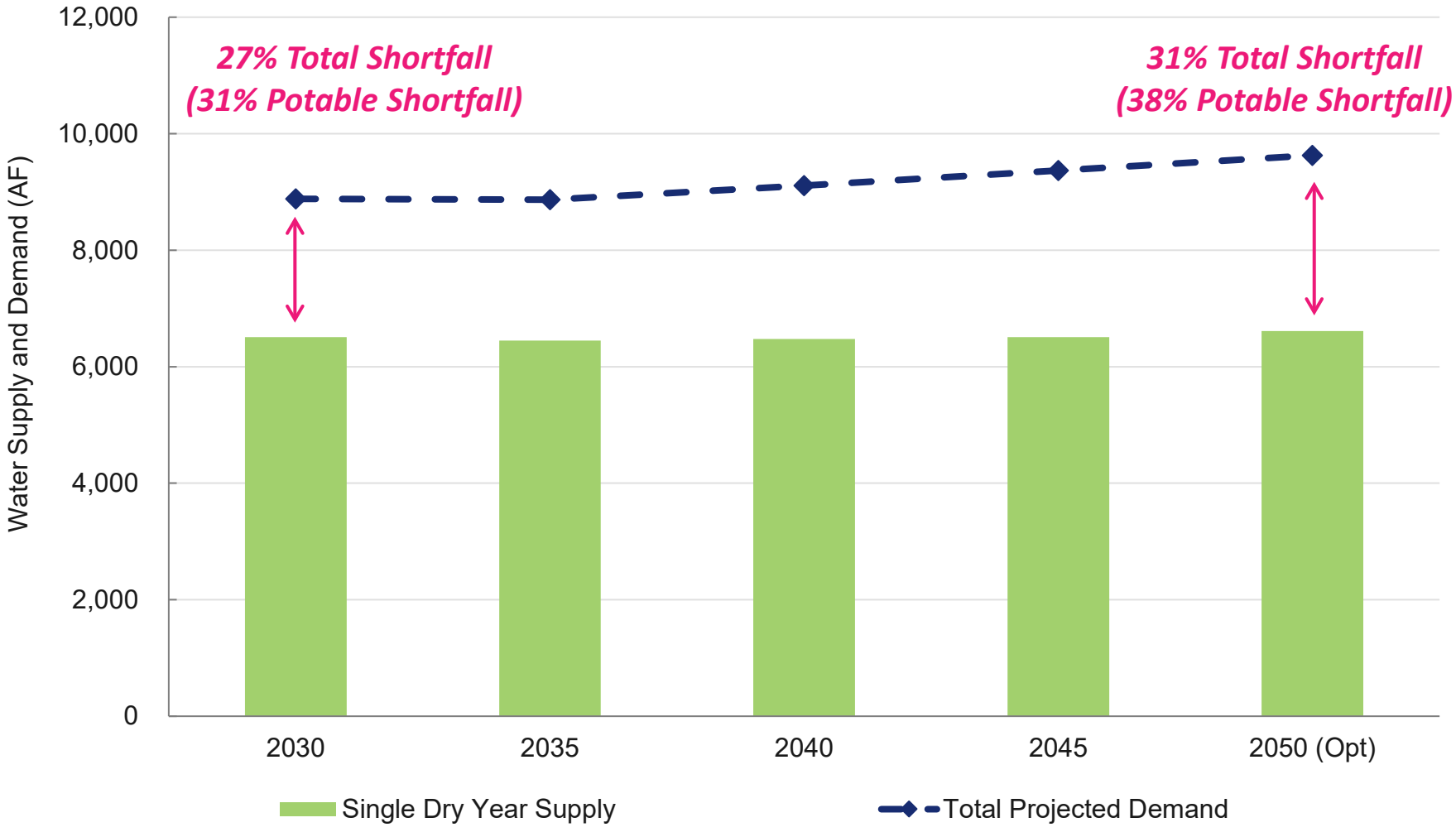
Water Supply Reliability Projections

- City is 100% reliant on SFPUC RWS for potable water
- As required by the Water Code, City relied on SFPUC and BAWSCA for water supply reliability information
- SFPUC provided two reliability projection scenarios:
  - (1) Implementation of BDP as written; SFPUC unable to meet their contractual Level of Service Goals
  - (2) No implementation of BDP; SFPUC is able to meet 100% of projected wholesale customer demand in all normal and dry year types

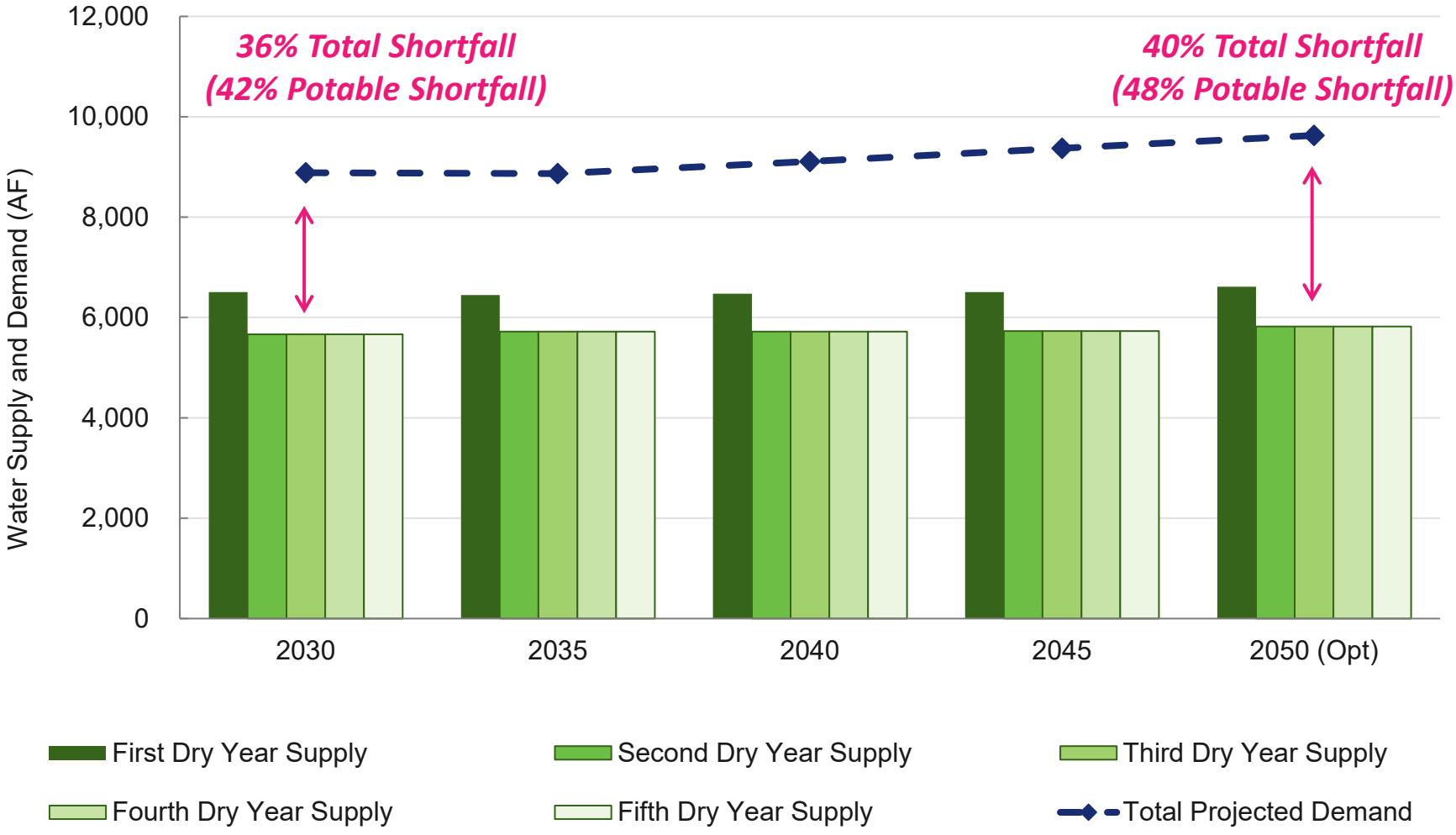
Normal Year Supply & Demand



Single Dry Year with Bay Delta Plan



Multiple Dry Years with Bay Delta Plan



Water Shortage Contingency Plan

- Designed to reduce demand to meet available supply
- Six stages of action
- Focus on outdoor water use
- Cutbacks based on need not historical use
- Use of the Water Allocation Program
- Establishes actions to be taken by City and Customers

Stage	Shortage Level
1	Up to 10%
2	Up to 20%
3	Up to 30%
4	Up to 40%
5	Up to 50%
6	Greater than 50%

Recommendation

1. Hold a Public Hearing on the 2025 update to The City of Redwood City's Urban Water Management Plan and Water Shortage Contingency Plan.
2. Adopt a Resolution approving Redwood City's 2025 Urban Water Management Plan (UWMP) and authorize the Public Works Services Director to compile and submit the final UWMP to the State of California Department of Water Resources prior to July 1, 2026
3. Adopt a Resolution approving the update to Redwood City's Water Shortage Contingency Plan (WSCP) and authorize the Public Works Services Director to compile and submit the final WSCP to the State of California Department of Water Resources prior to July 1, 2026

Council Questions

- Does the City Council have any questions about the purpose or regulatory requirements of the Urban Water Management Plan or the Water Shortage Contingency Plan?

- Does the City Council have any questions regarding the water demand projections or water supply reliability presented in the Urban Water Management Plan.

Redwood City California Founded 1867

SB 707 Implementation & Technology Disruption Policy Recommended by the Governance Sub-Committee

June 22, 2026

City Council Questions

1. Does the City Council have any questions regarding the requirements of SB 707
2. Does the City Council have any questions regarding staff's proposed approach to implementing SB 707?

SB 707 Overview

- The legislation expands requirements related to **public access**, **transparency**, and **hybrid meeting participation**, while also providing flexibility for agencies to **tailor engagement** practices to **community needs**
- Many provisions already in practice; others will require changes in policy or practice
- Staff continue to recommend aligning policies and procedures across all legislative bodies for consistency and transparency

SB 707
Virtual Meeting Requirement

- Virtual Meeting options are now required for City Council meetings
- Staff will update the *Guide to City Council Communication and Business* and other internal resources

Sub-Committee Recommendation:

Continue current practice of requiring virtual meeting options for all Redwood City legislative body meetings and clarify the City's obligations related to technology support

SB 707
Technology Disruption Policy

- Required for the City Council by July 1, 2026
- Prescribes actions the City will take to restore virtual meeting access in the event of technology disruption
- Recommend applying to all legislative bodies

Sub-Committee Recommendation:

Adopt the Technology Disruption Policy, applicable to all Redwood City legislative bodies

SB 707
Agenda Translation

- City Council agendas will be translated into Spanish beginning July 1, 2026
- Recommend applying to all legislative bodies, with delayed implementation
- Will require website and facility modifications to create dedicated locations for posting translated agendas

Sub-Committee Recommendation:

Expand applicability to all Redwood City legislative bodies and align translation of non-City Council agendas to commence with upcoming agenda management system implementation

SB 707
Virtual Option Eligible Subsidiary Bodies

- Would enable "eligible subsidiary bodies" to seek City Council approval to hold all-remote meetings, with some exceptions
- Not all BCCs are eligible – Planning Commission, Board of Port Commissioners, Board of Building Review not eligible
- Significant impacts to staff time to implement and inconsistency could cause confusion for community members and staff

Sub-Committee Recommendation:

Due to operational complexities and inability to implement uniformly, Sub-Committee does not recommend implementing

SB 707
All-Remote Multijurisdictional Bodies

- Would enable multijurisdictional bodies to meet remotely for a limited number of meetings, with exceptions
- Would only apply to only 2 of 3 meetings held each year for multijurisdictional bodies
- Current meeting practices are supported by law and achieve desired outcome of access, transparency, and consistency

Sub-Committee Recommendation:

Do not recommend implementing and instead, support maintaining current meeting practices of multijurisdictional bodies

SB 707

Outreach to Underrepresented Groups

- Encourages the City Council to make reasonable efforts to engage groups that do not traditionally participate in meetings
- City Council agendas are currently shared with nearly 3,000 individuals and organizations and through social media channels

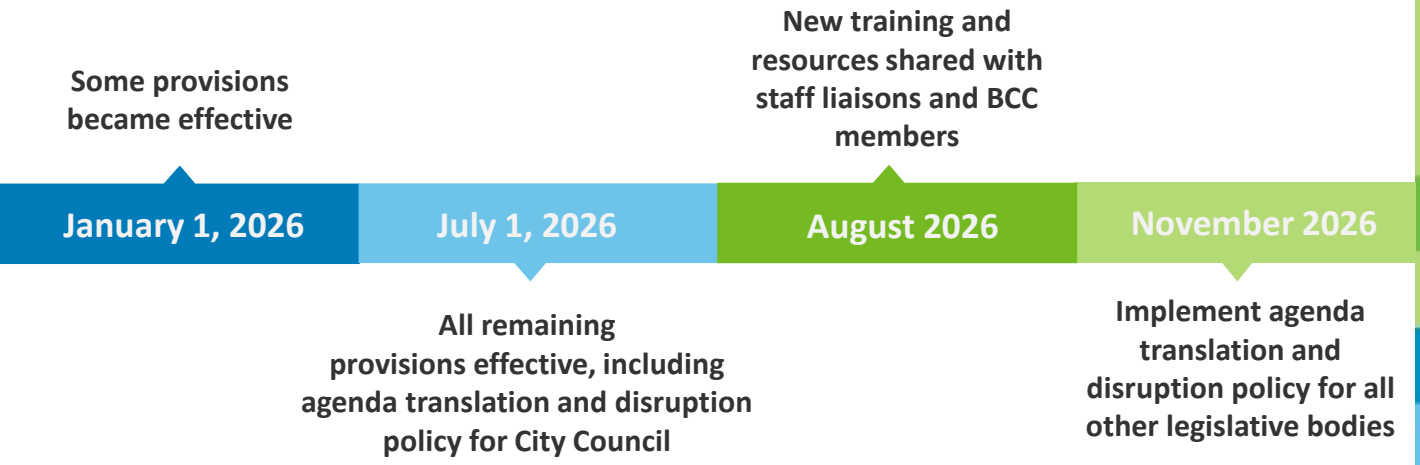
Sub-Committee Recommendation:

Include additional media outlets in agenda posting notifications, including Pen360, Sing Tao, and local school newspaper publications.

Implementation Realities

- Compliance with SB 707 will create new administrative responsibilities and create workload impacts for staff
- True cost of implementing new provisions to be determined
- The City is committed to implementing all required aspects of SB 707 in a transparent, accessible, and inclusive manner

SB 707 Implementation Timeline



Recommendation

1. By motion, adopt the Brown Act Technology Disruption Policy as recommended by the Governance Sub-Committee;

2. Receive update and provide individual Council member feedback on key aspects of SB 707 considered by the Governance Sub-Committee related to virtual meeting participation requirements, agenda translation, remote meetings for eligible subsidiary bodies, remote meetings by multijurisdictional bodies, and community engagement efforts.

SPEAKER'S CARD

City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: _____ PHONE NO _____

NAME: Edwin R. G.

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. _____ OR SUBJECT BCC Application

_____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD

City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 06/22 PHONE NO 650-284-1566

NAME: Frida Sanchez

ADDRESS: 705 8th Avenue ZIP: 94063

EMAIL ADDRESS frida.sanchez427@gmail.com

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. _____ OR SUBJECT _____

_____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD — City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 6/22/26 PHONE NO _____

NAME: Rona Gundrum

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 9A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD — City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 6/22 PHONE NO 650 — 743 4547

NAME: Tony Gap-a-stuff

ADDRESS: 3727 Hamilton ZIP: 94062

EMAIL ADDRESS tony@bravemaker.com

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. Public comment OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): BraveMaker Film Fest

SPEAKER'S CARD — City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 6/22/26 PHONE NO _____

NAME: Rakshith Mandayam

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS rocky.mandayam@gmail.com

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 9a OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD — City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: _____ PHONE NO _____

NAME: Michael Arraga

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 9A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 22 JUN 2026 PHONE NO [redacted]

NAME: DAVID SAPPER

ADDRESS: [redacted] ZIP: 94065

EMAIL ADDRESS DSAPPER@PACBELL.NET

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. #6 OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 6/22/26 PHONE NO 650-823-9746

NAME: Kristin Mercer

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 6 OR SUBJECT _____

Redwood Life Project

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 6/22/2026 PHONE NO _____

NAME: Pearl Martinez-Gadea / Maria Martinez

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 7B OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____

SPEAKER'S CARD City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: June 22, 2026 PHONE NO 650-888-5552

NAME: Bob Highsmith

ADDRESS: 720 Portwalk Pl. Redwood City ZIP: 94065

EMAIL ADDRESS bobhighsmith@gmail.com

☐ Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 6 OR SUBJECT Redwood Life

ORGANIZATION REPRESENTED (if any): _____

From: Peter Drekmeier
To: GRP-City Council
Subject: Urban Water Management Plan
Date: Friday, June 19, 2026 4:09:32 PM
Attachments: Commissioner Gupta's Proposed Amendments.docx
PA Daily Post - 6-15-26.png
PastedGraphic-1.png

Dear Mayor Martínez Saballos and Council Members,

In case you missed it, there was a good article in Monday's Daily Post covering Palo Alto's concerns about SFPUC policies that needlessly contribute to water rate increases.

Palo Alto officials say San Francisco's PUC is hoarding water — https://padailypost.com/2026/06/18/palo-alto-officials-say-san-franciscos-puc-is-hoarding-water/
Prior to approving your Urban Water Management Plan, I encourage you to review the attached memo produced by Palo Alto Utilities Advisory Commissioner Utsav Gupta.

Thank you for your attention.

-Peter

MONDAY, June 15, 2026 No. 1 in Palo Alto and the Mid-Peninsula
Daily Post
Locally owned, independent

Palo Alto is claiming SF hoards water

BY BRADEN CARRTWRIGHT
Daily Post Staff Writer

Palo Alto officials say the San Francisco Public Utilities Commission is hoarding water based on unrealistic drought projections, driving up rates and killing salmon.

"This is a very serious problem. Very serious," Councilman Ed Lauing said last Monday. "If it's not stopped, this could cause severe rate hikes in water, and that is not what this council wants."

Utsav Gupta, a member of the city's Utilities Advisory Commission, raised the alarm about the SFPUC planning rates based on a drought that hasn't happened in 1,100 years, according to tree-ring data. Other agencies like Valley Water and the East Bay Municipal Utility District plan for a repeat of the worst drought on record from 1987 to 1992, but the SFPUC uses an unprecedented and severe 8.5-year drought, Gupta said in a letter to council.

SFPUC a water wholeseller

The SFPUC sells water to cities and water districts throughout the Bay Area from eight reservoirs near Yosemite. Palo Alto buys about 7% of the water, or about 9.5 million gallons per day.

As an example of hoarding, Gupta pointed to the SFPUC declaring a water shortage emergency in November 2021. The SFPUC asked customers to conserve water despite having more than 303.9 billion gallons — four years worth of water — in its reservoirs, Gupta said.

"Then when the rains come back, that water all gets spilled," former Mayor Peter Drekmeier told the Utilities Advisory Commission on May 6. "And people wonder, 'Wait a minute, why were we conserving so much?'"

Drekmeier is the policy director for the Yosemite Rivers Alliance, a nonprofit that wants the SFPUC to follow a plan to release more water into the San Francisco Bay-Delta for salmon to survive.

The SFPUC's "irrational fear of water shortages" has already led to rate increases, like a 5% drought surcharge from April 2022 to May 2023, Drekmeier said in a letter to council on June 4.

The SFPUC released an infrastructure plan in February 2024 that laid out $4 to $10 billion in projects, such as recycled water plants and reservoir expansions.

These projects will unnecessarily drive up rates, and the increased costs will make residents and businesses use less water, Drekmeier said.

'Death spiral'

"This is known as a death spiral," he said. "As prices increase, sales decline and prices must increase even further."

Palo Alto is one of 26 cities and water districts in the Bay Area Water Supply and Conservation Agency, or BAWSCA. BAWSCA represents two-thirds of the SFPUC's water sales and includes Stanford, CalWater, Redwood City, Menlo Park, East Palo Alto and Mountain View.

Vice Mayor Greer Stone has been Palo Alto's representative on BAWSCA for the last three years, and he's been trying to get BAWSCA to stop rubber-stamping the SFPUC's drought projections. But SFPUC is a monopoly, and BAWSCA's leverage is limited, Stone said on Monday.

Stone said he's been trying to build relationships and gain "soft power," and the city of Menlo Park has been a good partner.

Residents are supportive of Stone's efforts. Some wanted council to go further by updating the city's water shortage contingency plan with statements pushing back on the SFPUC's drought projections.

"Rates going through the roof and starving the Bay of promised water for no good reason are the result of this modeling," Ventura resident Becky Sanders said at the meeting.

"It is vital for our city to push back as much as possible, Evergreen Park resident Terry Holzmer said.

Council approved the five-year water shortage contingency plan as written, despite the misgivings over the SFPUC's drought projections.

Please note my new email address.

Peter Drekmeier
Policy Director
Yosemite Rivers Alliance
(Formerly Tuolumne River Trust)
peter.drekmeier@yosemiterivers.org

YOSEMITE RIVERS ALLIANCE

Proposed Edits to the Palo Alto UWMP

Based on the YRA letter of April 30, 2026

Prepared for: Palo Alto Utilities Advisory Commission · Meeting of May 6, 2026 · Item 4

Utsav Gupta, Commissioner

How to read this document

Each section below reproduces the actual draft 2025 UWMP language verbatim and shows proposed edits inline. Color and formatting are used as follows:

Marker	Meaning
black, plain	Existing UWMP draft text — unchanged.
blue, bold	Proposed insertion (added language).
~~red, strikethrough~~	Proposed deletion (removed language).

Scope and posture. This memo does not propose replacing SFPUC's water-supply reliability numbers with non-SFPUC numbers. Staff has stated that the City is required to use SFPUC's information in the UWMP itself (May 6 Item 4 staff report, p. 9). The edits below instead (i) clarify the provenance of those numbers (they are SFPUC modeling outputs, not Palo Alto-adopted planning standards), (ii) add a transparent sensitivity using SFPUC's own Finance Bureau projections, (iii) disclose the SFPUC's end-of-year storage levels under its Design Drought, (iv) add a 2021–2023 Water Shortage Emergency lookback to the financial-impact discussion, (v) record Palo Alto's reservation of contractual rights regarding >20% allocations, and (vi) note Palo Alto's potential cost exposure under the AWS Program. All proposed insertions are additive; no SFPUC figure is removed.

Edit 1 — Section 1, Lay Description (p. 12)

Subject: framing the 48% rationing figure as an SFPUC scenario, not a Palo Alto-adopted standard.

Existing draft text (verbatim, UWMP p. 12):

Given the City's forecasted water demand and projections of water supply availability provided by the SFPUC, the City anticipates the need to implement water use reductions of up to 48% in consecutive dry year scenarios post implementation of the Bay Delta Plan Amendment. During the drought that occurred in 2012–2016 (2015 drought), the City was able to reduce water use by 31% by restricting landscape irrigation to two times per week as well as a number of other measures. This was followed by the drought that occurred in 2020–2023 (2021 drought) during which the City reduced water use by 15% in response to voluntary water reductions measures.

Proposed revision (edits shown inline):

Given the City's forecasted water demand and projections of water supply availability provided by the SFPUC, the City anticipates the need to implement water use reductions of up to 48% in consecutive dry year scenarios post implementation of the Bay Delta Plan Amendment~~.~~**, as projected by the SFPUC under its 8.5-year Design Drought planning model. The Design Drought is a hypothetical drought sequence developed by the SFPUC for system-modeling purposes; the SFPUC's own Long-Term Vulnerability Assessment, which incorporated 100 years of observed data, 1,100 years of tree-ring reconstructions, and 25,000 simulated runs, did not produce a drought of equivalent severity. Other large California water agencies, including Valley Water and EBMUD, plan against the drought of record (1987–1992); under that planning standard the City would not anticipate mandatory rationing in a five consecutive dry-year sequence. Staff presents the SFPUC figure for regulatory completeness and the comparative context for transparency.** During the drought that occurred in 2012–2016 (2015 drought), the City was able to reduce water use by 31% by restricting landscape irrigation to two times per week as well as a number of other measures. This was followed by the drought that occurred in 2020–2023 (2021 drought) during which the City reduced water use by 15% in response to voluntary water reductions measures.

Editor's note — *The current paragraph presents "up to 48%" as a single planning figure without telling the reader that it derives from one SFPUC modeling scenario (the Design Drought). Staff itself has noted (Item 4 staff report, p. 6, fn. 7) that the projected 31–48% wholesale cutbacks exceed the 20% threshold under which the Tier 2 Drought Response Implementation Plan applies, so the Tier 2 Plan cannot govern allocation in the scenario the UWMP describes. Adding the proposed sentence keeps SFPUC's number in place while making clear it is one scenario among several. This also responds to the Commissioner request, recorded on p. 9 of the staff report, to alter the UWMP language to indicate the City's view of SFPUC's reliability projections and Design Drought.*

Edit 2 — Section 6, Table 20 (p. 93)

Subject: add a Finance Bureau sensitivity row beneath the Water Enterprise (UWMP) projections.

Existing draft text and table (verbatim, UWMP pp. 92–93):

Table 19 shows the availability of RWS supplies for the SFPUC's retail Customers and wholesale customers in normal years. Table 20 shows the current and projected RWS supply needs to meet retail and wholesale customer demands based on information and projections presented in the SFPUC's 2025 UWMP.

Table 20 (existing, unchanged in the proposal):

RWS Supply Allocation	2030	2035	2040	2045	2050
Retail Customers (a)(b)	62.7	61.2	61.9	64.0	66.7
Wholesale Customers (c)(d)	133.92	136.32	140.53	144.12	148.36
Total RWS	196.62	197.52	202.43	208.12	215.10

Supplies					

Proposed addition: insert the following sensitivity table immediately after Table 20, with new note (e):

Sensitivity (proposed addition)	2030	2035	2040	2045	2050
Total RWS — SFPUC Finance Bureau (e)	—	182.1	185.2	190.2	193.9
Total RWS — Water Enterprise (Table 20)	196.62	197.52	202.43	208.12	215.10
Difference (mgd)	—	15.4	17.2	17.9	21.2

(e) The SFPUC publishes two sets of RWS demand/sales projections: the Water Enterprise projections, presented in the SFPUC's UWMP and reproduced in Table 20 above; and the Finance Bureau projections, prepared annually for budgeting and rate-setting and published in the SFPUC Water Enterprise Financial Plan. The SFPUC has stated that the Water Enterprise projections "represent an outside bound of whatever demand will occur" and "will likely always be greater than actual demands," while the Finance Bureau projections are "as close to actual as we can make them." Both are presented above so that the UWMP records both the SFPUC's regulatory-planning view (Water Enterprise) and its budgetary view (Finance Bureau), reflecting the ~21 mgd gap at the 2050 planning horizon.

Editor's note — *Adding a Finance Bureau row beneath Table 20 does not replace SFPUC's regulatory numbers; it discloses a second SFPUC-published number set that the SFPUC itself uses for budgeting. Both are SFPUC products, addressing staff's stated concern that the UWMP must rely on SFPUC information. A 21.2 mgd gap at 2050 is material to any downstream investment decision (AWS cost-share, rate setting, conservation budgets), and recording it in the UWMP itself prevents staff and Council from being asked to reconcile the two figures only later, in a separate document.*

Edit 3 — Section 6, Alternative Water Supply Program (p. 76)

Subject: quantify Palo Alto's potential cost exposure and condition the City's support.

Existing draft text (verbatim, UWMP p. 76, abridged at "…"):

In 2019, the SFPUC established the Alternative Water Supply (AWS) Program to identify and plan water supply and storage projects and actions that increase the dry-year reliability of the RWS. Based on the 2045 planning horizon that the SFPUC applied in its February 2024 AWS Plan, the SFPUC anticipates a water supply gap will occur in future dry years. … Since the development of that plan, three projects have been deferred (Daly City Recycled Water Expansion, Alameda County Water District-Union Sanitary District Purified Water, and Calaveras Reservoir Expansion) and one project has been canceled (Los Vaqueros Reservoir Expansion).

The AWS Program is continuing to pursue the following two projects: PureWater Peninsula and South Bay Purified Water.

Proposed addition: append the following paragraph to the AWS Program subsection.

Cost exposure to Palo Alto and conditional position. PureWater Peninsula is currently budgeted at $747 million for 6 mgd of yield (SFPUC Water Enterprise FY 2027–2036 Ten-Year CIP, January 13, 2026, p. 94). Assuming a two-thirds BAWSCA cost share and Palo Alto's allocation share within BAWSCA of approximately 7%, Palo Alto's potential capital exposure is on the order of $35 million, plus operating costs. The City supports continued AWS planning, but conditions any cost-share commitment on the SFPUC and BAWSCA demonstrating a supply gap that persists under (i) Finance-Bureau-class demand projections (see Table 20 sensitivity, page 93) and (ii) a drought-of-record (1987–1992) planning methodology comparable to that used by Valley Water and EBMUD. The City notes that, since the February 2024 AWS Plan, three of six identified regional projects have been deferred and one has been canceled, indicating that the underlying supply-gap analysis remains unsettled.

Editor's note — *The current paragraph names the AWS projects but does not quantify what those projects could cost Palo Alto. Three of six projects deferred and one canceled within ~24 months is itself evidence that the supply-gap analysis is volatile. Recording Palo Alto's evaluative criteria in the UWMP — rather than only in correspondence — gives staff a principled basis on which to engage future BAWSCA cost-share votes.*

Edit 4 — Section 7, WSCP Financial Impacts (pp. 97 and 111)

Subject: add a 2021–2023 Water Shortage Emergency lookback to the financial-impact discussion.

Existing draft text — UWMP p. 97 (Palo Alto's Drought Experience):

During the 2021 drought, City water use declined by 15% in response to SFPUC's system-wide voluntary water reduction measure.

Existing draft text — UWMP pp. 111–112 (Revenue Reductions):

As a retail provider, the City's fixed costs primarily relate to the cost of operating and maintaining the City's distribution system. Due to the City's volumetric rate structure, decline in sales revenue will exceed the decline in expenses. For each stage in the WSCP and assuming 2025 rate schedules, the revenue shortfall, net of the decline in expenses and based on FY 2025 costs and revenues, is calculated to be:

Stage 1: Up to 10% target water savings results in $1.8 million shortfall

Stage 2: 10% – 20% target water savings results in $3.5 million shortfall

Stage 3: 20% – 30% target water savings results in $5.3 million shortfall

Stage 4: 30% – 40% target water savings results in $7.0 million shortfall

Stage 5: 40% – 50% target water savings results in $8.8 million shortfall

Stage 6: Greater than 50% target water savings results in greater than $8.8 million shortfall

Proposed addition: insert the following "Lookback" paragraph at the end of the Revenue Reductions subsection (after the stage list, before "Mitigation Actions"):

Lookback — Financial Consequences of the 2021–2023 Water Shortage Emergency. In November 2021, the SFPUC declared a Water Shortage Emergency and called for system-wide voluntary water-use reductions. At the time of the declaration, SFPUC system storage was at approximately 4.5 years of supply; storage never fell below approximately 4 years of supply during the entire 2020–2023 drought. The City's response — the 15% voluntary reduction described on p. 97 — produced an estimated $2.5 million revenue shortfall for the City and contributed to a long-term ~10% per-account reduction in water use that persisted through FY 2025 (see p. 53). The SFPUC itself experienced an FY 2023–24 revenue shortfall of approximately $25 million in retail sales and $5 million in wholesale sales after declining to lift the drought surcharge until May 2023, despite SFPUC system storage reaching 92% of capacity by mid-January 2023. Going forward, the City should weigh these revenue and rate-stability consequences when responding to future voluntary or mandatory conservation calls and should request from the SFPUC the supply-storage data underlying any future Water Shortage Emergency declaration before the City implements corresponding WSCP stages.

Editor's note — *The current paragraph quantifies revenue shortfalls per WSCP stage but provides no historical context on whether the conditions that triggered prior shortages were warranted. The 2021–23 episode is the most relevant, recent case study and is directly responsive to the Water Code §10632(a)(8)(A) requirement to describe potential revenue reductions associated with shortage response actions. The lookback is factual, sourced to SFPUC's own drought-conditions updates and budget reports, and it provides Council and staff a basis for setting more deliberate triggers for future WSCP activations.*

Edit 5 — Section 8, Dry Year Scenarios (p. 116)

Subject: add a one-sentence reservation of rights regarding >20% allocations.

Existing draft text (verbatim, UWMP p. 116):

For water shortages up to 20%, the Tier One water shortage plan will be applied. The Tier One plan does not apply to system-wide shortages greater than 20%. Implementing water use reduction greater than 20% requires the SFPUC to meet and discuss with Wholesale Customers a strategy for meeting incremental reductions above the Tier One plan. The SFPUC has the authority to make final allocation decision for the portion above 20%, though the Wholesale Customers have the contractual right to challenge the proposed approach. This analysis assumes the relative split of available water between SFPUC Retail and Wholesale Customers will be the same for shortages greater than 20% as shortages of 20%.

Proposed revision (edits shown inline):

For water shortages up to 20%, the Tier One water shortage plan will be applied. The Tier One plan does not apply to system-wide shortages greater than 20%. Implementing water use reduction greater than 20% requires the SFPUC to meet and discuss with Wholesale Customers a strategy for meeting incremental reductions above the Tier One plan. The SFPUC has the authority to make final allocation decision for the portion above 20%, though the Wholesale Customers have the contractual right to challenge the proposed approach. **The Tier 2 Drought Response Implementation Plan, which allocates the wholesale share during dry years, applies only to system-wide shortages of 20% or less; because the projected wholesale cutbacks in this UWMP range from 31% to 48%, the Tier 2 Plan cannot be applied. The City will exercise its contractual right to challenge any proposed allocation greater than 20% that is not supported by reservoir-storage and supply-availability data at the time the allocation is contemplated, and reserves all rights and remedies available under the Water Supply Agreement, Section 3.11(c)(3).** This analysis assumes the relative split of available water between SFPUC Retail and Wholesale Customers will be the same for shortages greater than 20% as shortages of 20%.

Editor's note *— The Tier 2 acknowledgment is staff's own (Item 4 staff report p. 6, fn. 7); putting it in the UWMP body, rather than only in the staff report, makes the limitation visible to Council and to ratepayers. The reservation-of-rights sentence does not reject SFPUC's analysis; it records that any future >20% allocation will be evaluated against then-current physical supply, consistent with the WSA contractual right that the existing paragraph already references. This is the textual change a Commissioner suggested at the March 31, 2026 UAC meeting (per staff report, p. 9).*

Edit 6 — New Appendix: SFPUC End-of-Year Storage Under the Design Drought

Subject: add an appendix table so readers can see SFPUC system storage at the end of each Design Drought year.

There is no existing UWMP text to replace; this is a proposed new appendix entry, to be referenced from p. 92 (where the UWMP describes the Design Drought as an 8.5-year sequence) and from p. 116 (where the multiple-dry-year cutbacks are presented).

Proposed appendix entry (full text shown as insertion):

Appendix [X]: SFPUC System Storage Under the Design Drought. The table below presents SFPUC end-of-year system storage under the SFPUC's 8.5-year Design Drought sequence, assuming the Bay Delta Plan is in effect and using SFPUC 2050 demand projections. The table is included for transparency: it shows that, even under the SFPUC's own most-severe planning scenario, system storage remains above 600 thousand acre-feet (TAF) at the end of year 5 and does not approach the RWS "dead pool" of approximately 96.8 TAF until the end of year 8. The cutback percentages presented in Table 27 (UWMP p. 117) are therefore a function of SFPUC storage-management rules under the Design Drought model, not a function of physical absence of water in the system.

Proposed Appendix Table:

Design Drought	86–87	87–88	88–89	89–90	90–91	91–92	92–76	76–77

Year								
Annual storage impact (TAF)	-469	-263	+41	-206	-14	-159	-208	-192
Total SFPUC end-of-year storage (TAF)	1,048	785	826	620	606	447	239	47

Source: derived from data provided by the SFPUC; presentation by Yosemite Rivers Alliance, Table YRA-1.

Editor's note — *The current UWMP describes the Design Drought as an 8.5-year sequence (p. 92) and presents the resulting cutback percentages (Table 27, p. 117), but does not show the intermediate storage values. Disclosing the storage trajectory in an appendix lets Council and ratepayers see that physical supply is not exhausted until very late in the modeled sequence — a fact that is material to evaluating the >20% rationing scenario discussed in Edit 5.*

Edit 7 — Section 6, Climate Change / SFPUC Climate Studies (pp. 78–80)

Subject: respond to Commissioner request for an LTVA-applicability discussion in the UWMP.

The May 6 Item 4 staff report (p. 9) records that two Commissioners requested staff "take into consideration the Long-Term Vulnerability Assessment (LTVA) and Adaptation Plan for the SFPUC and be prepared to explain how this work applies to the UWMP." The current UWMP refers to the LTVA but does not explain its relationship to the Design Drought figures used elsewhere in the document. Recommended addition:

Proposed insertion in the SFPUC Climate Change Studies subsection (Section 6):

Relationship of the LTVA to the Design Drought used in this UWMP. The SFPUC's Long-Term Vulnerability Assessment, completed in partnership with the Water Research Foundation, evaluated regional water-supply reliability using 100 years of observed hydrologic data, 1,100 years of tree-ring–based reconstructions, and approximately 25,000 simulated stochastic model runs. None of the stochastic runs produced a drought sequence as severe as the SFPUC's Design Drought (described on p. 92). The Design Drought, rather than the LTVA's stochastic ensemble, is the planning input for the multiple-dry-year cutback percentages presented in Table 27 (p. 117) and for the SFPUC's Alternative Water Supply Program. This UWMP presents the SFPUC-derived Design Drought figures for regulatory completeness; the LTVA is included to give Council and ratepayers a fuller picture of the range of plausible future hydrologic conditions.

Editor's note — *This edit responds directly to the Commissioner request recorded on p. 9 of the staff report. It does not modify any SFPUC figure; it explains the relationship between two SFPUC products (the LTVA and the Design Drought) so that the UWMP itself answers the question Commissioners raised at the March 31 meeting.*

Suggested UAC Motion

"The Utilities Advisory Commission recommends that staff incorporate, prior to City Council transmittal of the 2025 Urban Water Management Plan, the seven in-context edits set out in the May 2, 2026 companion memo: (1) the Section 1 framing edit at p. 12; (2) the Table 20 Finance Bureau sensitivity at p. 93 with new note (e); (3) the AWS Program cost-exposure and conditional-support paragraph at p. 76; (4) the 2021–2023 Water Shortage Emergency lookback at pp. 97 and 111; (5) the >20% allocation reservation-of-rights at p. 116; (6) a new appendix presenting SFPUC end-of-year system storage under the Design Drought; and (7) an LTVA-applicability paragraph in Section 6. None of these edits alters or replaces an SFPUC-provided number; all are additive and use only SFPUC-published or publicly-sourced data."

Sources

• Item 4 Staff Report, UAC packet, May 6, 2026, including Attachment A (Draft 2025 Palo Alto UWMP).

• Yosemite Rivers Alliance letter to PAUAC dated April 30, 2026, with Attachments A–D.

• SFPUC Water Enterprise Financial Plan Dashboard (Projected Wholesale Sales FYE 2036–2050).

• SFPUC Water Enterprise FY 2027–2036 Ten-Year CIP, January 13, 2026, p. 94 (PureWater Peninsula).

• SFPUC Drought Conditions Updates, December 2021 – January 2023; SFPUC FY 2023-24 4th Quarter Budget Report.

• SFPUC Long-Term Vulnerability Assessment.